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# Introduction and Purpose

## Introduction

This Brokerage Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between Docupal Demo, LLC, a company organized in the United States and located at 23 Main St, Anytown, CA 90210 ("Broker"), and Acme, Inc, also a company organized in the United States and located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Client").

## Purpose of Agreement

The purpose of this Agreement is to define the terms and conditions under which Broker will provide real estate brokerage services to Client. This includes outlining the scope of services, the responsibilities of both parties, and the compensation structure for the services provided.

## Scope of Services

Broker agrees to provide real estate brokerage services to Client, subject to the terms and conditions outlined in this Agreement. These services may include, but are not limited to, property search, property valuation, negotiation, and transaction management. The specific services to be provided will be further defined and agreed upon in writing for each individual project or transaction. This Agreement serves as the overarching framework governing all such engagements between Broker and Client.

## Broker's Duties and Responsibilities

DocuPal Demo, LLC ("Broker") agrees to act as the exclusive broker for ACME-1 ("Client") within the Phoenix metropolitan area, and will perform the following duties with diligence and professional care.

## Scope of Services

The Broker will provide the following services:



- **Property Marketing:** Market the Client's properties through various channels to attract potential buyers or tenants.
- **Deal Negotiation:** Represent the Client's best interests in negotiating the terms of real estate transactions.
- **Regulatory Compliance:** Ensure all transactions comply with applicable laws, regulations, and industry standards.
- **Documentation:** Prepare and manage all necessary documentation related to the transactions.

## Performance and Compliance Standards

The Broker will adhere to the following standards:

- **Legal Compliance:** Comply with all applicable federal, state, and local laws and regulations governing real estate transactions, including those specific to Arizona.
- **Professional Standards:** Maintain the highest ethical and professional standards in all dealings.
- **Best Efforts:** Use commercially reasonable efforts to achieve the Client's objectives.
- **Communication:** Keep the Client informed of all material developments related to the assigned transactions.
- **Confidentiality:** Maintain the confidentiality of all Client information.

## Specific Obligations

The Broker is obligated to:

- Disclose any potential conflicts of interest to the Client in a timely manner.
- Provide competent and professional advice to the Client.
- Act in the Client's best interest and with utmost good faith.
- Maintain accurate records of all transactions.
- Cooperate with other real estate professionals as necessary.
- Promptly present all offers and counteroffers to the Client.
- Facilitate closing the deal.



# Client Obligations

Acme, Inc. agrees to certain obligations to enable DocuPal Demo, LLC to effectively provide brokerage services. These obligations include cooperation, providing accurate information, and fulfilling payment responsibilities.

## Cooperation and Information

ACME-1 will fully cooperate with DocuPal Demo, LLC in all matters related to the brokerage services. This includes providing timely access to property information, relevant documents, and decision-makers. ACME-1 is responsible for ensuring that all information provided to DocuPal Demo, LLC is accurate, complete, and not misleading. This encompasses details about property conditions, financial records, and any other data pertinent to the real estate transaction.

## Payment of Fees

ACME-1 is obligated to pay DocuPal Demo, LLC the agreed-upon commission as outlined in this Brokerage Agreement. Payment will be made according to the schedule and terms specified within the agreement. Failure to remit payment as per the agreed terms may result in penalties or legal action, as detailed in the governing provisions of this agreement.

## Confidentiality

ACME-1 acknowledges that during the course of this agreement, they may receive confidential information regarding DocuPal Demo, LLC's business operations, strategies, or client data. ACME-1 agrees to hold such information in strict confidence and not disclose it to any third party without the prior written consent of DocuPal Demo, LLC, except as required by law. This confidentiality obligation survives the termination of this agreement.



# Commission Structure and Payment Terms

DocuPal Demo, LLC will receive a commission for its brokerage services. The commission is calculated as a percentage of the final sale price of the property. Specific commission rates vary based on the type of property and the transaction size. Detailed rates for different transaction types are outlined in **Schedule A**.

## Commission Calculation and Payment

The commission becomes due and payable upon the successful closing of a real estate transaction. "Closing" is defined as the date the title of the property transfers from the seller to the buyer. Payment will be remitted to DocuPal Demo, LLC within five (5) business days following the closing date. ACME-1 is responsible for ensuring timely payment.

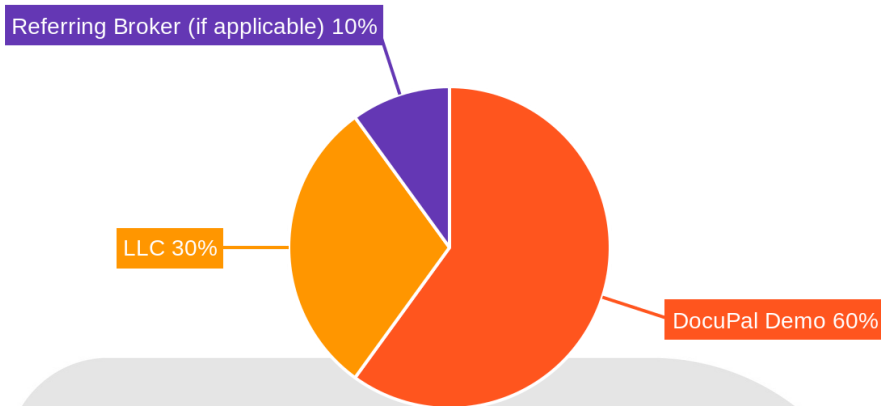
## Payment Eligibility

DocuPal Demo, LLC's eligibility for commission is contingent upon the successful completion of the real estate transaction. If the transaction does not close, due to failure of either the buyer or seller to fulfill their obligations, DocuPal Demo, LLC will not be entitled to a commission. However, DocuPal Demo, LLC may be entitled to reimbursement for certain expenses, as outlined in **Section 4: Expenses**.

## Commission Distribution Example

The following chart illustrates a typical commission distribution:





## Term and Termination

### Initial Term

This Agreement will start on August 9, 2025, and continue for one year. The initial term will end on August 8, 2026.

### Renewal

This Agreement will automatically renew for additional one-year terms. Renewal requires written consent from both Docupal Demo, LLC and ACME-1. The parties must provide written consent no later than 30 days before the end of the current term.

### Termination

Either party may terminate this Agreement. To terminate, the party must provide written notice to the other party. The written notice must be provided at least 30 days before the desired termination date. The Agreement will then terminate on the date specified in the notice.





# Confidentiality and Non-Disclosure

DocuPal Demo, LLC ("Broker") and ACME-1 ("Client") acknowledge that during the term of this Agreement, each party may have access to confidential information belonging to the other party.

## Definition of Confidential Information

Confidential information includes all non-public data and information relating to ACME-1's business, properties, and operations. This covers, but isn't limited to, financial records, business strategies, customer lists, and proprietary information.

## Obligations

Both Broker and ACME-1 agree to protect the confidentiality of the other party's information with the same degree of care they use to protect their own confidential information, but no less than reasonable care. Neither party will disclose confidential information to any third party without the prior written consent of the disclosing party.

## Permitted Disclosures

Notwithstanding the foregoing, disclosures required by law or court order will not be considered a breach of this Agreement. The party required to make such a disclosure will promptly notify the other party to allow them to seek a protective order or other appropriate remedy.

## Duration

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





# Dispute Resolution and Governing Law

## Dispute Resolution

Acme, Inc and Docupal Demo, LLC will try to resolve any disputes related to this Brokerage Agreement through good-faith negotiations. If negotiations fail, the parties will first attempt to settle the dispute through mediation.

### Mediation

The parties will select a mutually acceptable mediator in Maricopa County, Arizona. Both parties will share the costs of mediation equally.

### Arbitration

If mediation does not resolve the dispute, the parties agree to submit the dispute to binding arbitration. The arbitration will occur in Maricopa County, Arizona, and will follow the rules of the American Arbitration Association. The arbitrator's decision will be final and binding on both parties. The parties can enforce the arbitrator's award in any court with jurisdiction.

## Governing Law

The laws of the State of Arizona govern this Brokerage Agreement. Venue for any legal action regarding this agreement will be in Maricopa County, Arizona.

## Representations and Warranties

DocuPal Demo, LLC, and ACME-1, each represent and warrant the following:

### Authority and Capacity

Each party assures the other that it has the full right, power, and authority to enter into this Brokerage Agreement. Each party also warrants that it can perform its obligations under this agreement.



## Compliance with Laws

Each party warrants that its execution of and performance under this Agreement will comply with all applicable laws, rules, and regulations. This includes, but is not limited to, real estate laws and anti-discrimination laws.

## Non-Infringement

Each party warrants that its services and activities under this Agreement will not infringe upon or violate any intellectual property rights or other rights of any third party.

## Limitation of Liability

Liability under these warranties is limited to the maximum extent permitted by applicable law.

# Miscellaneous Provisions

## Amendments

This Agreement may be amended only by a written instrument signed by both Docupal Demo, LLC and ACME-1. Any modifications must be agreed upon and documented in writing to be effective.

## Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Any unauthorized assignment shall be deemed void.

## Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The parties will negotiate in good faith to replace the invalid provision with a valid provision that achieves the original intent.



## Entire Agreement

This Agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1, superseding all prior agreements and understandings, whether written or oral, relating to the subject matter hereof. This Agreement represents the complete and final understanding between both parties.

