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Introduction and Definitions

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

Purpose

This Agreement outlines the terms and conditions under which the Customs Broker will provide customs brokerage services to the Client. These services are designed to facilitate the import and export of goods in compliance with applicable laws and regulations.

Definitions

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

- **Customs Broker:** Refers to Docupal Demo, LLC, a licensed customs broker authorized to conduct customs business on behalf of the Client.
- **Client:** Refers to Acme, Inc, the party engaging the Customs Broker to provide services related to the import and export of goods.
- **Goods:** Refers to the merchandise, products, or items that are the subject of the customs brokerage services provided under this Agreement.
- **Services:** Encompasses all activities performed by the Customs Broker, including but not limited to preparing and submitting customs documentation, coordinating transportation, providing regulatory advice, and ensuring compliance with customs laws.
- **Duties:** Refers to the taxes, tariffs, and other charges assessed by customs authorities on imported goods.
- **Taxes:** Refers to any and all applicable taxes, including but not limited to sales tax, value-added tax (VAT), and excise tax, levied by any governmental authority.
- **Confidential Information:** Includes any non-public information disclosed by either party to the other, either directly or indirectly, in writing, orally, or by inspection of tangible objects, which is designated as "confidential" or which,



under the circumstances, reasonably should be understood to be confidential.

Scope of Services

DocuPal Demo, LLC will provide customs brokerage services to ACME-1, facilitating the import and export of goods in compliance with United States Customs and Border Protection (CBP) regulations. Our services encompass the following:

Customs Documentation

We will prepare and submit all necessary documentation to CBP on behalf of ACME-1. This includes, but is not limited to:

- Entry summaries (CBP Form 7501)
- Commercial invoices
- Packing lists
- Bills of lading or air waybills
- Other documents as required by CBP or other government agencies

We will ensure that all documentation is accurate, complete, and submitted in a timely manner to avoid delays and penalties.

Transportation Coordination

DocuPal Demo, LLC will coordinate the transportation of ACME-1's goods to and from ports of entry. This includes arranging for:

- Freight forwarding
- Warehousing
- Delivery to final destination

We will work with reputable carriers and logistics providers to ensure the safe and efficient transport of goods.

Regulatory Compliance

We will provide advice and guidance to ACME-1 on import/export regulations. This includes:

- Classification of goods under the Harmonized Tariff Schedule (HTS)



- Determination of duty rates and taxes
- Compliance with other government agency requirements (e.g., FDA, EPA)

DocuPal Demo, LLC will assist ACME-1 in meeting its compliance obligations and minimizing the risk of penalties or delays. We will keep ACME-1 informed of any changes to customs laws and regulations that may affect its business.

Examination of Goods

DocuPal Demo, LLC will arrange for examinations of goods as required by CBP. This may include physical inspections, document review, or other procedures. We will represent ACME-1's interests during these examinations and work to resolve any issues that may arise.

Limitations

DocuPal Demo, LLC will not be responsible for delays caused by government agencies or events outside of its control, such as natural disasters, labor strikes, or port congestion.

Fees, Payment Terms, and Expenses

Fees

DocuPal Demo, LLC will charge ACME-1 for services rendered according to the fee schedule attached as Exhibit A. This schedule details the specific fees for customs documentation, transportation coordination, regulatory advice, and other related services.

Payment Terms

ACME-1 will remit payment to DocuPal Demo, LLC within thirty (30) days of the invoice date. Payments can be made via wire transfer or check to the address listed in this agreement.



Expenses

ACME-1 agrees to reimburse DocuPal Demo, LLC for all reasonable and necessary out-of-pocket expenses incurred while providing services. These expenses include, but are not limited to, government fees, duties, taxes, and any other costs directly related to the customs clearance process. DocuPal Demo, LLC will provide documentation supporting all expense reimbursement requests.

Duties, Taxes, and Tariffs

Acme, Inc. is responsible for the payment of all duties, taxes, and tariffs associated with its imported or exported goods. This includes, but is not limited to, customs duties, excise taxes, and value-added taxes (VAT) as applicable in the relevant jurisdiction.

Tariff Classification

DocuPal Demo, LLC will determine the appropriate tariff classifications for Acme, Inc.'s goods. This determination is based on information provided by Acme, Inc. and in accordance with applicable customs regulations and the Harmonized Tariff Schedule (HTS). Acme, Inc. is responsible for providing accurate and complete information necessary for proper classification. DocuPal Demo, LLC is not liable for misclassification resulting from incomplete or inaccurate information provided by Acme, Inc.

Payment Responsibility

Acme, Inc. must ensure that all applicable duties, taxes, and tariffs are paid in a timely manner. Failure to do so may result in penalties, delays, or other legal repercussions. DocuPal Demo, LLC may, at its discretion, advance payment of these charges on behalf of Acme, Inc., but Acme, Inc. remains ultimately responsible for these costs, including any associated fees or interest. All advanced payments will be invoiced to Acme, Inc. with standard payment terms. DocuPal Demo, LLC is not responsible for any penalties or interest incurred due to late payment by Acme, Inc.



Client Obligations and Representations

ACME-1 agrees to the following obligations to enable Docupal Demo, LLC to provide effective customs brokerage services.

Information Accuracy and Completeness

ACME-1 will supply Docupal Demo, LLC with accurate and complete information about its goods. This includes details regarding value, origin, intended use, and any other information required for customs compliance. ACME-1 is responsible for the accuracy of all provided documentation.

Timely Notification of Inaccuracies

ACME-1 must notify Docupal Demo, LLC immediately upon discovery of any inaccuracies, errors, or omissions in previously submitted information or documentation. Prompt notification is crucial for timely correction and to avoid potential customs issues.

Delivery Deadlines

To ensure timely processing and avoid delays, ACME-1 will provide all necessary information and documentation to Docupal Demo, LLC at least 72 hours before the scheduled shipment date. This timeframe allows Docupal Demo, LLC sufficient time to prepare and submit the required customs entries.

Cooperation

ACME-1 will cooperate fully with Docupal Demo, LLC. This includes promptly responding to requests for additional information or documentation and providing any assistance needed to facilitate the customs clearance process.

Broker's Warranties and Liabilities

Docupal Demo, LLC warrants that it will perform all customs brokerage services under this agreement in a professional and competent manner. This includes adherence to all applicable laws, regulations, and industry standards.



Limitation of Liability

Docupal Demo, LLC's liability to ACME-1 for any loss, damage, or expense arising out of or related to the services provided under this agreement is limited to the amount of fees paid by ACME-1 to Docupal Demo, LLC for those specific services. Docupal Demo, LLC will not be liable for any indirect, incidental, consequential, or punitive damages, including lost profits or business interruption.

Indemnification

ACME-1 agrees to indemnify, defend, and hold harmless Docupal Demo, LLC, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or relating to:

- Inaccurate or incomplete information provided by ACME-1 to Docupal Demo, LLC.
- ACME-1's failure to comply with applicable laws and regulations.
- Negligence or willful misconduct of ACME-1, its employees, or agents.

This indemnification obligation survives the termination of this agreement.

Risk Management

Docupal Demo, LLC maintains insurance coverage consistent with industry standards to mitigate potential risks associated with its services. ACME-1 is responsible for obtaining its own insurance coverage for cargo loss or damage during transportation. Docupal Demo, LLC will cooperate with ACME-1 in the event of a claim.

Confidentiality and Data Protection

Docupal Demo, LLC and ACME-1 acknowledge that during the term of this Agreement, each party may have access to non-public information relating to the other party's business operations ("Confidential Information").



Confidentiality Obligations

Both Docupal Demo, LLC and ACME-1 agree to protect the other party's Confidential Information. Each party will use reasonable measures to prevent unauthorized access to or disclosure of Confidential Information. These measures will be no less stringent than the measures each party uses to protect its own confidential information.

Permitted Use and Disclosure

Confidential Information will be used only for the purpose of fulfilling obligations under this Agreement. Disclosure of Confidential Information is permitted to employees, agents, or subcontractors who have a need to know. All such parties must be bound by confidentiality obligations at least as protective as those contained herein.

Data Protection Compliance

Each party will comply with all applicable data protection laws and regulations. This includes, but is not limited to, the collection, use, storage, and transfer of personal data. Docupal Demo, LLC will implement appropriate technical and organizational measures to ensure the security of any personal data processed on behalf of ACME-1.

Dispute Resolution

Docupal Demo, LLC and ACME-1 will attempt to resolve any disputes arising from this Agreement through good-faith negotiation. If negotiation fails, the parties agree to first attempt to settle the dispute by mediation.

Mediation

Mediation will be conducted by a mutually agreed-upon mediator in a location also mutually agreed upon. The costs of the mediation will be shared equally by both parties.



Arbitration

If mediation is unsuccessful, any unresolved controversy or claim arising out of or relating to this Agreement will be settled by binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator will be final and binding on both parties.

Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any legal action arising out of or relating to this Agreement will be in the state or federal courts located in Delaware.

Term and Termination

This Agreement will begin on August 9, 2025 and will continue for one year. After the initial term, this Agreement will automatically renew for additional one-year terms.

Termination

Either party can terminate this Agreement by giving the other party 30 days written notice. This Agreement may also be terminated immediately if either party breaches the terms of this Agreement.

Post-Termination Obligations

Upon termination of this Agreement, both parties must return all confidential information to the original owner. Both parties also agree to cooperate with each other to ensure a smooth transfer of any ongoing matters.



Force Majeure

Definition

Neither Docupal Demo, LLC, nor ACME-1 will be liable for any failure to perform its obligations under this Agreement when such failure is due to a force majeure event. Force majeure events are defined as events beyond the reasonable control of the party, and include:

- Acts of God
- War
- Terrorism
- Government regulations
- Labor disputes

Notification

If a force majeure event occurs, the affected party must notify the other party in writing within ten (10) days of the event.

Relief

The obligations of the affected party will be suspended for a period equal to the time lost because of the force majeure event. The affected party will be granted an extension of time for performance as reasonably necessary.

Governing Law and Jurisdiction

This Customs Brokerage Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware.

Dispute Resolution

Any legal action or proceeding arising under, related to, or connected with this Agreement will be resolved in the courts of Wilmington, Delaware. Both Docupal Demo, LLC and ACME-1 irrevocably consent to the jurisdiction of such courts.



Miscellaneous Provisions

Assignment

Neither party may assign 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.

Amendments

This Agreement may be amended only by a written instrument signed by both Docupal Demo, LLC and ACME-1.

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 Docupal Demo, LLC and ACME-1 with respect to the Service.

Notices

All notices and other communications under this Agreement must be in writing and will be duly given when (a) delivered personally, (b) sent by certified mail, return receipt requested, or (c) sent by email to the addresses listed in this Agreement.

For Docupal Demo, LLC: 23 Main St, Anytown, CA 90210

For ACME-1: 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA

Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The invalid or unenforceable provision will be replaced by a valid and enforceable provision that comes closest to expressing the intention of the original provision.

