



SEATING YOU AT A TABLE YOU DESERVE TO EAT AT

SUMMARY OF PARTNER PERKS AND RESPONSIBILITIES

Becoming a Partner with North by Nature Exclusive means joining an exclusive ever-growing network that connects you with unique and high-profile individuals, with a total of over 200,000 followers, including social media influencers, successful entrepreneurs, and other elite members of society. As a Partner, your business will benefit from increased exposure through our members' social media content, including tags and posts that promote your services directly to their large and engaged audiences, and word of mouth. You'll also have the chance to collaborate with our members for exciting content creation opportunities, further boosting your brand visibility.

Our members will have their main demographic and characteristic information stored within our database, such as height, gender, ethnicity, location etc., this is so you can have a more personalised selection when requiring content creation. In addition, our members will be spread across 3 membership tiers, Basic, Gold, and Platinum. The more exclusive the tier, the more exclusive the member. However, higher tier members would require greater benefits, which may include fees. Furthermore, all members contribution to content opportunities is voluntary, it is therefore not guaranteed that specific member characteristics/membership tier groups, will be available or interested in the opportunity presented. We are also trained in social media management, and concept and content creation, for additional costs, we can support to take your social influence to a greater level.

In addition to potential advertising and content creation opportunities, your business will be considered for our exclusive private events. If you're a venue, this means you could be shortlisted as a location for our luxury events attended by high-calibre guests. Your products or services will also be promoted as part of our membership benefits programme, which gives our members exclusive discounts and perks when they visit or engage with your business. This in turn, will also generate you a higher volume of customers based on member awareness of the partnership and benefits provided.

For the first three months, the partnership is completely free, giving you a risk-free opportunity to experience the benefits of being a Partner. After that, we'll work together to agree on a partnership fee that aligns with the value you receive. Throughout the partnership, you'll need to honour the agreed-upon discounts and ensure that benefits are only extended to valid North by Nature Exclusive members (who will show a membership card for verification).

This partnership is all about mutual growth. While you enjoy the benefits of increased exposure and customer engagement, we expect our partners to keep our members' information and our business dealings confidential. We also ask that any collaborations with our members be coordinated through us to ensure everything stays exclusive and professional.

INITIAL PARTNERSHIP AGREEMENT

Parties

- (1) **North by Nature Entertainment** incorporated and registered in England and Wales with company number **[Company No.]** whose registered address is **[Address]** (hereinafter referred to as "Company").
- (2) **[Full Company Name]** incorporated and registered in England and Wales with company number **[Company No.]** whose registered address is **[Address] OR [Individual Name]** of **[Individual Address]** (hereinafter referred to as "Partner").

This Partnership Agreement (the "Agreement") is made and entered into as of the **[Date]**, by and between North by Nature Exclusive, (hereinafter referred to as "Company"), and **[Partner's Name/Business]**, (hereinafter referred to as "Partner").

WHEREAS, North By Nature Exclusive curates private events and offers membership services to high-calibre individuals, providing access to exclusive offers, events, and services; and

WHEREAS, the Partner provides products and/or services that are of interest to North By Nature Exclusive's members and agrees to offer exclusive discounts and benefits to the Company's members under the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Partnership Terms

- a. The Partner agrees to provide North by Nature Exclusive's members with exclusive discounts and/or services as described in Exhibit A of this Agreement (the "Exclusive Offers").
- b. The agreed-upon discount rates and services for members must be maintained until the contract review date, as defined in Section 8 of this Agreement. This Agreement shall remain in effect for an initial term of **3 months (trial period)** and will automatically terminate unless either party provides written notice of non-renewal at least 30 days before the end of the current term.
- c. Partners must not offer the same discounts or benefits to individuals who are not valid members of North by Nature Exclusive.

2. Member Engagement & Content Creation

- a. The Partner acknowledges that the Company's members are high-calibre individuals, and that engagement with them will involve content creation for social media platforms, including but not limited to Instagram, TikTok, and Facebook.
- b. Members of North by Nature Exclusive are obligated to tag the Partner's business in social media content whenever they avail themselves of the Partner's services or products as part of their membership benefits.

3. Exclusivity

- a. Partners agree not to engage with members of North by Nature Exclusive for promotional or content creation purposes without first obtaining approval from North by Nature Exclusive. If we believe this violation has caused representative damage, or loss of profitable gain to North by Nature Exclusive.
- b. Partners may, at their own risk, choose to work with individuals who are associated with members (e.g., friends of members), provided they acknowledge that these individuals are not covered under the terms of this Agreement.
- c. Any content or promotions that involve members must be coordinated through North by Nature Exclusive to maintain exclusivity. Any breach of exclusivity or failure to properly tag or mention North by Nature Exclusive in media posts when in use of our members, will result in termination of the Agreement, with no refund of any partnership fees paid.

4. Partnership Benefits

- a. North by Nature Exclusive agrees to shortlist Partner's venue(s) as a potential location for high-calibre private events, if applicable.
- b. The Partner will benefit from increased customer traffic due to the exposure to North by Nature Exclusive's members and through social media engagement initiated by the members tagging the Partner in their content.
- c. North by Nature Exclusive members and company, will speak of the partner in positive manners within the media with the intention to support further exposure and growth.

5. Partnership Fee

- a. The partnership will be provided at no cost for the first three (3) months of the Agreement.
- b. After the initial three-month period, the Parties agree to negotiate a partnership fee. This fee will be mutually determined based on the value derived from the partnership during the initial period.

6. Membership Card Terms

- a. North by Nature Exclusive members will present a membership card as evidence of their membership status.
- b. Partners agree to verify that any person availing of the Exclusive Offers holds a valid North by Nature Exclusive membership card.
- c. Partners are prohibited from extending membership benefits to non-members or accepting any fraudulent membership claims. The Partner shall be liable for any discounts or benefits provided to non-members. North by Nature Exclusive assumes no responsibility or liability for any transactions or agreements made between the Partner and non-members, including associates of members.

7. Termination

- a. North by Nature Exclusive reserves the right to terminate this Agreement at any time, with or without cause, if the agreement is in any way violated by written notice to the Partner. Outside of contract violations, either party may terminate this agreement upon 30 days written notice.
- b. Upon termination, the Partner will cease offering any exclusive benefits to North by Nature Exclusive members, and any content or promotional obligations will immediately cease.

8. Review Date

- a. The Parties agree to review the terms of this Agreement **every 9 months**, at which point they will discuss adjustments to the discount rates, partnership fees, and other mutually beneficial changes.
- b. Any changes to this Agreement must be mutually agreed upon in writing by both parties following a review. If no agreement is reached, the existing terms shall remain in effect.

9. Confidentiality

- a. The Partner agrees to maintain confidentiality regarding any information related to North by Nature Exclusive's members, their identities, and the nature of the events they attend.
- b. Confidentiality will extend to all personal data, event details, and the terms of this Agreement. See Confidentiality Agreement for more details.
- c. In the event of a breach of confidentiality, North by Nature Exclusive reserves the right to seek damages equivalent to a negotiated sum of a minimum of £200 or damages to be determined by court of law or mediation services.

10. Indemnification

- a. The Partner agrees to indemnify and hold harmless North by Nature Exclusive, its members, and its agents from any and all claims, damages, or liabilities arising out of the Partner's failure to fulfil their obligations under this Agreement.
- b. North by Nature Exclusive agrees to indemnify and hold harmless the Partner from any claims related to actions of members that were beyond the Partner's control.
- c. The Partner agrees to indemnify and hold harmless North by Nature Exclusive for any loss, liability, or damage, including reputational harm, arising from the Partner's breach of this Agreement or any negligent acts.

11. Governing Law

This Agreement will be governed by and construed in accordance with the laws of [State/Country].

12. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements, whether written or oral, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

North By Nature Exclusive

Signature: _____

Name: _____

Title: _____

Date: _____

Partner

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit A: Exclusive Offers

- [Insert details about the discounts and services offered by the Partner to members]

This Confidentiality Agreement (the "Agreement") is entered into as of [Date] by and between North by Nature Exclusive ("Company"), and [Partner's Name/Business], located at [Partner's Address] ("Partner").

1. Definition of Confidential Information

Confidential Information refers to any information related to North by Nature Exclusive's members, events, business operations, proprietary strategies, and partnership terms. This includes, but is not limited to:

Member identities, personal details, and membership status.

Details of private events (e.g., guest lists, locations, activities).

Internal business strategies, pricing models, vendor details, and partnership agreements.

Any media (images, videos, content) from private events or involving North by Nature Exclusive members.

Future plans, collaborations, and business arrangements.

2. Obligations of the Partner

The Partner agrees to:

Maintain the confidentiality of all Confidential Information and not disclose it to any third parties without prior written consent from North by Nature Exclusive.

Use the Confidential Information solely for the purposes of the partnership with North by Nature Exclusive and not for any personal or commercial gain outside of the Agreement.

Refrain from contacting or soliciting North by Nature Exclusive's members without prior consent.

3. Exceptions

This Agreement does not apply to information that:

Was in the public domain at the time of disclosure.

Is required to be disclosed by law, provided that the Partner gives prompt notice to North By Nature Exclusive to seek a protective order.

4. Duration of Confidentiality

This Agreement and the obligations herein shall remain in effect for the duration of the partnership and for 2 years following the termination or expiration of the partnership.

5. Breach of Confidentiality

Any unauthorized disclosure or use of Confidential Information will be considered a breach of this Agreement and may result in immediate termination of the partnership, as well as liability for damages.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England & Wales.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

North By Nature Exclusive

Signature: _____

Name: _____

Title: _____

Date: _____

Partner

Signature: _____

Name: _____

Title: _____

Date: _____

WE LOOK FORWARD TO WORKING WITH YOU