

**Northern Garment Corp**  
1 Marineview Plaza Suite 24B, Hoboken, NJ 07030

## **Commercial Partnership Agreement**

### **1 Agreement Overview**

This Operating Partnership Agreement ("Agreement") is entered into by and between:

#### **Party A**

**Northern Garment Corp( aka: NGC)**  
Address: **1 Marineview Plaza Suite 24B, Hoboken, NJ 07030**

#### **Party B**

**Overseas Express Logistics Inc and all subsidiaries( aka: OEL)**  
Address: **725 Monte Liesse, Montreal QC H4T 1P5, Canada**

Effective Date: **October 10, 2025**

## 2 Purpose & Services

### 2.1 Referrals

NGC agrees to refer potential clients ("Prospects") to OEL. If OEL successfully sells services to referred Prospects, NGC will receive a commission as outlined in Section [4](#).

### 2.2 Cooperation

Both parties agree to cooperate and assist during the sales process. OEL will provide all relevant materials to NGC for services they promote.

## 3 Broad Responsibilities and Activities

### NGC Agrees To:

- Actively seek and identify potential Prospects that could benefit from OEL's services.
- Maintain regular communication with OEL regarding the status and progress of referred Prospects.
- Provide feedback and suggestions to improve the referral and onboarding processes.

### OEL Agrees To:

- Provide NGC with the necessary resources and support to effectively convert referred Prospects to Clients.
- Keep NGC informed about the status of referred Prospects and the sales process.
- Ensure prompt payment of commissions upon successful sales to referred Prospects.

## 4 Commissions

### 4.1 Referral Commission

OEL agrees to pay NGC a commission of 5% (USD) of total distribution or service fees received from services rendered (e.g., trucking, storage, special services) to clients referred by NGC.

## 4.2 Commision Payment

Commissions will be dispersed on a monthly basis, contingent upon receipt of payment from referred clients.

## 4.3 Payment Schedule

This commission will remain in effect for the duration of the client's relationship with **OEL**, beginning from the date the client makes their first payment on a billable service invoice.

# 5 Ongoing Client Engagement and Support

NGC will continue, as required, to engage and support clients after onboarding. This may include:

- Regular check-ins to ensure satisfaction with OEL's services.
- Acting as a liaison between the client and OEL to address issues or feedback.
- Providing insights on client needs and potential areas for service improvement.
- Assisting with additional support or maximizing client experience.
- Attending review sessions if necessary.

# 6 Independent Contractor Status

- Both parties are independent contractors.
- Neither party is entitled to the other's employee benefits.
- Each party shall comply with applicable laws and pay their own taxes and benefits.

# 7 Confidentiality

Both parties agree to keep confidential all information received from the other party in the course of this Agreement.

## 8 Signatures

### NGC

Name: Stuart Friedman  
Title: President

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*Signature*

\_\_\_\_\_  
*Date:*

### OEL

Name: Denis Fiamegas  
Title: V.P. Warehousing and Distribution

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*Signature*

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*Date:*