



Commercial Partnership Agreement

Effective Date: October 7, 2025

For referral of logistics clients in the North American garment industry.

title: "Commercial Partnership Agreement" author: "Northern Garment Corp & OEC" date: "October 2025" geometry: "margin=1in" fontsize: 12pt mainfont: "Times New Roman" linkcolor: blue colorlinks: true

1 *agreementTitle*

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

1.1 Party A: *partyA*

Address: *partyAddress*

and

1.2 Party B: *partyB*

Address: *partyBaddress*

Effective Date: *effectiveDate*

1.3 1. Purpose & Services

1.3.1 1.1 Referrals

partyAshort agrees to refer potential clients ("Prospects") to *partyBshort*.

If *partyBshort* successfully sells services to referred Prospects, *partyAshort* will receive a commission as outlined in Section 6.

1.3.2 1.2 Cooperation

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

1.4 2. Commissions

1.4.1 2.1 Referral Commission

partyBshort agrees to pay *partyAshort* a commission of *commissionRate* of total distribution or service fees received from services rendered to clients referred by *partyAshort*.

1.4.2 2.2 Payment Schedule

Commissions will be disbursed on a *paymentSchedule* basis, contingent upon receipt of payment from referred clients.

1.4.3 2.3 Special Production Commission

If *partyAshort* secures production-related referrals or new program opportunities, an additional commission may be negotiated based on mutual agreement and program profitability.

1.5 3. Ongoing Client Engagement and Support

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

- Regular check-ins to ensure satisfaction with *partyBshort*'s services.
- Acting as a liaison between the client and *partyBshort* 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.

1.6 4. 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.
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1.7 5. Confidentiality

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

1.8 6. Termination

This Agreement remains in effect from the Effective Date until terminated by either party with *terminationNoticeDays* **days** written notice.
Any commissions earned prior to termination will remain payable under the original terms.

1.9 7. Governing Law

This Agreement shall be governed by and construed under the laws of *governingLaw*.

End of Agreement

1.10 Signatures

partyAshort

partyBshort

Name: *partyAcontact*

Name: *partyBcontact*

Title: *partyAtitle*

Title: *partyBtitle*

Signature: _____

Signature: _____

Date: *sigDate*

Date: *sigDate*
