

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 Consolidators Canada Inc(aka: OEC)
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 OEC. If OEC 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. OEC 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 OEC's services.
- Maintain regular communication with OEC regarding the status and progress of referred Prospects.
- Provide feedback and suggestions to improve the referral and onboarding processes.

OEC 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

OEC 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 Payment Schedule

This commission will remain in effect for the duration of the client's relationship with **OEC**, 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 OEC's services.
- Acting as a liaison between the client and OEC 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

Signature

Date:

OEC

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

Signature

Date: