

Commercial Partnership Agreement

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

Party A: Northern Garment Corp

Address: 1 Marineview Plaza Suite 24B, Hoboken, NJ 07030

and

Party B: Overseas Express Consolidators Canada Inc (aka OEC)

Address: 725 Monte Lieve, Montreal QC H4T 1P5, Canada

Effective Date: [EffectiveDate] XXXXXXXXXXXXXXXXXXXXX

1. Purpose & Services

1.1 Referrals

Northern Garment Corp agrees to refer potential clients ("Prospects") to **OEC**.

If **OEC** successfully sells services to referred Prospects, **Northern Garment Corp** will receive a commission as outlined in Section 6.

1.2 Cooperation

Both parties agree to cooperate and assist during the sales process.

OEC will provide all relevant materials to **Northern Garment Corp** for services they promote.

1.3 Assistance in Deal Conclusion and Client Onboarding

Northern Garment Corp will assist as required in the successful conclusion of deals with referred Prospects.

This includes: - Participating in Prospect introductions and meetings.

- Providing relevant information and facilitating communication between the Prospect and **OEC**.

- Coordinating with **OEC** to ensure smooth client onboarding.

- Managing initial concerns or issues arising during onboarding.

2. Commissions

2.1 Referral Commission

OEC agrees to pay **Northern Garment Corp** a commission of 5% of total distribution or service fees received from services rendered to clients referred by **Northern Garment Corp**.

2.2 Payment Schedule

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

2.3 Special Production Commission

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

3. Ongoing Client Engagement and Support

Northern Garment Corp 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.
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4. Broad Responsibilities and Activities

Northern Garment Corp agrees to:

- Identify and refer potential Prospects that could benefit from **OEC**'s services.
- Maintain communication with **OEC** regarding the progress of referred Prospects.
- Provide feedback and suggestions to improve referral and onboarding processes.

OEC agrees to:

- Provide **Northern Garment Corp** with resources and support to effectively convert Prospects to Clients.
 - Keep **Northern Garment Corp** informed of client onboarding and payment status.
 - Ensure timely payment of commissions on successful referrals.
 - Support **Northern Garment Corp** in engagement and follow-up activities.
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5. 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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6. Confidentiality

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

This includes client information, pricing, business methods, and any other proprietary data.

7. Term and Termination

This Agreement remains in effect from the Effective Date until terminated by either party with 30 days written notice.

Any commissions earned prior to termination will remain payable under the original terms.

8. Governing Law

This Agreement shall be governed by and construed under the laws of [State/Province, Country].
XXXXXXXXXXXXXXXXXXXX

9. Entire Agreement

This document represents the entire understanding between **Northern Garment Corp** and **OEC** and supercedes any prior agreements, written or oral, regarding the same subject matter.

Signatures

Northern Garment Corp	OEC
Name: Stuart Friedman	Name: Denis Fiamegas
Title: President	Title: V.P. Warehousing and Distribution
Signature: _____	Signature: _____
Date: _____	Date: _____
