

STRATEGIC PARTNER GROUP REFERRAL / ONBOARDING AGREEMENT

This Strategic Partner Group Agreement is made effective as of [Date], by and between:

Strategic Partner Group, a division of NOBE Global Solutions, LTD, incorporated under the laws of the State of New York, with its principal office located in New York, US (hereinafter referred to as "Strategic Partner Group"),

AND

[Strategic Partner Contact Information]

RECITALS

WHEREAS, Strategic Partner Group operates the “Global Business Consortium,” a platform designed to enhance operational capacity, expand market presence, and facilitate sustained growth among its members through strategic collaboration and knowledge sharing.

WHEREAS, Strategic Partner Group and the Strategic Partner recognize the mutual benefits of forming a strategic partnership to leverage each other's strengths for shared goals and objectives.

WHEREAS, the Strategic Partner commits to using its best efforts and resources to refer its valuable contacts and associates to Strategic Partner Group for enrollment in the Global Business Consortium, working collaboratively in a business development capacity.

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

ARTICLE I: STRUCTURE AND IMPLEMENTATION OF THE STRATEGIC PARTNERSHIP

1. Implementation

- a. The Strategic Partner shall use its best efforts and resources to refer its valuable contacts and associates to Strategic Partner Group for potential enrollment in the Global Business Consortium.
- b. The Strategic Partner Group agrees to offer tailored support to referred individuals and entities, incorporating them into its platform based on their needs.

2. Mutual Cooperation

The Parties commit to maintaining a transparent, ethical, and collaborative relationship, ensuring regular coordination and communication.

3. Review and Assessment

Periodic reviews will be conducted to assess the effectiveness of the partnership, with adjustments made as necessary to align with shared goals.

ARTICLE II: MEMBERSHIP STRUCTURE AND BENEFITS

1. Voluntary Participation

Participation in Strategic Partner Group's programs by referred individuals and entities is voluntary, with specific benefits provided based on their needs and requirements.

ARTICLE III: INTELLECTUAL PROPERTY RIGHTS LICENSING

1. Licensing

Strategic Partner Group grants the Strategic Partner and its referred individuals and entities the right to use specific Strategic Partner Group intellectual property, subject to compliance with the guidelines established by the Strategic Partner Global Business Consortium.

2. Compliance

The Strategic Partner agrees to ensure that all use of Strategic Partner Group's intellectual property adheres to the Strategic Partner Global Business Consortium usage guidelines.

ARTICLE IV: PARTNERSHIP REFERRAL FEE CLAUSE

1. Referral Fee

The Strategic Partner shall be entitled to receive thirty to fifty percent (30% - 50%) of the net revenue derived from engagement fees collected from clients referred by the Strategic Partner.

Payment Schedule

Earned referral commissions received by Strategic Partner Group are paid within 10 business after receipt of commission from the vendor.

2. Recuperation of Losses

The Strategic Partner Group reserves the right to withhold an amount equivalent to any chargebacks from future earnings payable to the Strategic Partner until fully reconciled.

ARTICLE V: GENERAL PROVISIONS

1. Term and Termination

- a. This Agreement will become effective on the date hereof and will remain in effect for a period of 18 months.

Termination with Cause: Either Party may terminate this Agreement with cause, including but not limited to breach of contract, misuse of the Strategic Partner Group name, or significant failure to comply with applicable laws. Written notice must be provided, detailing the cause for termination.

2. Mutual Liability and Indemnification

- a. **Hold Harmless:** Each Party agrees to indemnify and hold harmless the other Party from any claims, damages, liabilities, or expenses arising from the Indemnifying Party's acts or omissions, breach of this Agreement, or violation of laws.

3. Governing Laws

This agreement shall be governed by the laws of the state of New York. Any disputes arising out of or in connection with this Agreement shall be resolved exclusively through binding arbitration in the State of New York, United States.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Strategic Partner Group

By:



Sam Jakobs

President, Strategic Partner Group

Date: _____

And

By: _____ (Signature)

[Print] Name: _____

Date: _____