

STRATEGIC PARTNER GROUP (SPG) ADVISOR TERMS & CONDITIONS AGREEMENT

This Strategic Partner Group (SPG) Advisor Terms & Conditions Agreement (the “Agreement”) is entered into as of November 10, 2025 (the “Effective 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 at 3098 Driftwood Lane, Bellmore, New York 11710, US (hereinafter referred to as "Strategic Partner Group"),
- Strategic Partner Group (SPG) Advisor (the “Advisor”).

Recitals

WHEREAS, SPG operates in the business of providing strategic partner services, business development, procurement, virtual sales force and related consulting services;

WHEREAS, SPG desires to engage the Advisor as a Strategic Advisor to provide advice, assistance, connections and expertise in the Advisor’s field;

WHEREAS, the Advisor has agreed to serve as a Strategic Advisor and to permit SPG to publicly identify the Advisor’s role, biography, credentials and photo on SPG’s website and marketing materials.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties agree as follows:

1. Appointment

1.1 SPG hereby engages the Advisor, and the Advisor agrees to serve, on a non-exclusive basis as a Strategic Advisor to SPG.

1.2 The Advisor’s area(s) of expertise and primary responsibilities will include: Insert Advisor’s designated expertise (e.g., Corporate Finance & International Deal Structuring, Global Sales & Marketing – Pharmaceuticals, etc.) as publicly listed by SPG. (See SPG’s “Meet Our Team” page.)

1.3 The Advisor shall report (if applicable) to Sam Jakobs / President, Strategic Partner Group or such other person as SPG may designate.

2. Term

2.1 The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year, unless earlier terminated in accordance with Section 6.

2.2 At the end of the initial term, the term may automatically renew for successive one-year periods unless terminated by either party by written notice at least 30 days prior to the end of such period.

3. Duties & Responsibilities

3.1 The Advisor shall:

- a) Provide strategic advice, guidance and assistance to SPG in the Advisor's field of expertise;
- b) Make reasonable efforts to provide connections, introductions and network access relevant to SPG's business in the Advisor's domain;
- c) Participate in meetings, calls or events reasonably requested by SPG (with reasonable notice);
- d) Provide input and expert commentary for SPG's marketing, thought-leadership or business development activities (if agreed) in the Advisor's subject matter;
- e) Promptly notify SPG of any conflict of interest or significant engagement that would materially impair the Advisor's ability to perform their obligations hereunder.

3.2 The Advisor shall devote such time and effort as reasonably necessary to fulfill the duties under this Agreement, consistent with the Advisor's other obligations.

4. Publicity / Website Listing

4.1 The Advisor hereby grants SPG the right to use the Advisor's name, title ("Strategic Advisor"), area of expertise, biography, credentials, photo and likeness (the "Personal Data") on SPG's website, marketing materials, social media, presentations and other public-facing communications, both during the Term and for a period of one (1) year thereafter unless earlier revoked in writing by the Advisor.

4.2 The Advisor acknowledges that SPG will publish the Advisor's Personal Data on SPG's "Meet Our Team" page (and other similar pages) as part of SPG's marketing and business development efforts.

4.3 The Advisor confirms that all Personal Data provided to SPG is accurate and up-to-date, and the Advisor will promptly inform SPG of any changes to the Advisor's credentials, title, affiliation, contact information or other details.

5. No Employment, No Authority

5.1 The Advisor acknowledges that the relationship between SPG and the Advisor is that of independent contractor/advisor. The Advisor is not an employee, agent or partner of SPG and is not authorized to bind SPG to any contract or obligation without SPG's express written consent.

6. Compensation & Expenses

6.1 The Advisor acknowledges that the role is voluntary and the Advisor will not receive compensation for services under this Agreement other than the publicity/marketing benefit of being listed as a Strategic Advisor of SPG.

6.3 In either case, no other benefits (health insurance, pension, vacation) will be provided by SPG as a result of this engagement, unless otherwise agreed in writing.

7. Confidentiality

7.1 The Advisor agrees to hold in strict confidence all non-public information of SPG and its clients ("Confidential Information") that the Advisor learns or has access to in connection with performance of services under this Agreement. The Advisor shall not disclose such Confidential Information to any third party or use it for any purpose other than performing the services hereunder.

7.2 Confidential Information does not include information that (i) is or becomes publicly available without breach of this Agreement, (ii) was already known to the Advisor prior to disclosure by SPG, or (iii) is received by the Advisor from a third party not bound by confidentiality.

7.3 Upon termination of this Agreement or at SPG's request, the Advisor shall return or destroy all Confidential Information in the Advisor's possession.

8. Representations & Warranties

8.1 The Advisor represents and warrants that:

- a) The Advisor has full right, power and authority to enter into this Agreement and to perform the services and grant the rights granted hereunder;
- b) The Personal Data submitted to SPG is truthful, accurate, complete and not misleading;
- c) The Advisor's performance of this Agreement will not violate any agreement with any third party, or any applicable law or regulation;
- d) The Advisor will perform the services in a professional and diligent manner consistent with industry standards.

8.2 SPG represents and warrants that it has full right, power and authority to enter into this Agreement.

9. Intellectual Property

If the Advisor provides any written materials, presentations, reports, or other deliverables (“Deliverables”) to SPG in connection with the services:

9.1 Unless otherwise agreed in writing, the Advisor hereby grants SPG a worldwide, royalty-free, perpetual (or for the term of the deliverable’s relevance) license to use, reproduce, distribute, modify and publicly display the Deliverables in connection with SPG’s business.

9.2 The Advisor retains ownership of the underlying expertise and know-how, subject to confidentiality and the license grant above.

10. Indemnification & Limitation of Liability

10.1 The Advisor agrees to indemnify, defend and hold harmless SPG and its officers, directors, affiliates from and against any third-party claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys’ fees) arising out of the Advisor’s grossly negligent acts or willful misconduct in performing the services.

11. Termination

11.1 Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party.

11.2 SPG may immediately terminate this Agreement for cause (such as material breach by the Advisor, fraud, misconduct, conflict of interest, violation of law) by written notice.

11.3 On termination or expiration of this Agreement:

a) The Advisor shall cease representing themselves as a Strategic Advisor of SPG in public communications (unless otherwise agreed).

12. Use of Name & Likeness Post-Term

12.1 Unless earlier revoked by the Advisor, SPG may continue to use the Advisor’s name and likeness on its website and marketing materials for a period of one (1) year after termination/expiration of this Agreement, unless otherwise agreed. After that period, SPG shall cease to represent the Advisor as an active Strategic Advisor of SPG (“former Strategic Advisor”).

13. Governing Law & Jurisdiction

This Agreement shall be governed by and construed under the laws of the State of New York without regard to its conflict of laws provisions. The parties submit to the exclusive jurisdiction of the state and federal courts located in *InsertCountyandState* for any dispute arising hereunder.

14. Miscellaneous

14.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, understandings or agreements (written or oral).

14.2 Any amendment or modification of this Agreement must be in writing signed by both parties.

14.3 The Advisor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of SPG. SPG may assign its rights hereunder to a successor or affiliate without Advisor's consent.

14.4 Notices shall be delivered via email (or first-class mail).

14.5 If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

14.6 Headings are for convenience only and do not affect interpretation.

☐ By checking this box, I acknowledge that I have reviewed the Strategic Partner Group (SPG) Advisor Terms & Conditions and I authorize SPG to display my submitted profile and headshot on the SPG website.