A Global Business Consortium
Your Virtual Sales Team

Strategic Partner Group

SPG Membership Terms and Strategic Engagement Agreement

Effective date: The date the Member accepts these terms online.

These terms are an agreement between **Strategic Partner Group**, a division of NOBE Global Solutions, LTD, incorporated in New York ("SPG"), and the person or organization enrolling in an SPG membership ("Member"). By selecting a membership option and accepting these terms, the Member engages SPG to provide the services described below.

1. Membership and Services

SPG will provide consulting services under the membership option selected by the Member. The specific scope, deliverables, and timelines for any engagement will be as stated on the member registration page.

SPG may identify and refer individuals or organizations that meet the Member's stated criteria. SPG will follow any applicable requirements the Member provides and SPG accepts in writing.

2. Membership Option and Fees

The Member's selected membership option, applicable fee, and payment schedule will be shown during enrollment and confirmed in the Member's payment record. The Member agrees to pay the non-refundable fee upon accepting these terms and thereafter according to the payment schedule stated in the selected membership option during the term of this Agreement, unless the parties agree otherwise in writing.

3. Commissions and Revenue Share

In addition to the Membership Fee, SPG may earn a commission or revenue share on revenue generated or transactions completed as a direct result of SPG's services or referrals. The applicable rate and method of calculation will be the standard producer payout on item/items sold and/or revenue earned by SPG client. Referrals will be recorded in a client database to support commission and referral tracking.

4. Term and Termination

This Agreement begins when the Member accepts these terms online. Either party may terminate it by giving the other party **30 days' written notice**.

Termination does not affect commissions or revenue shares earned by SPG before termination. The Member remains responsible for amounts owed to SPG arising from an ongoing relationship with a party referred by SPG, including future revenue or commissions generated under that relationship. This obligation continues until the relationship ends or the applicable agreement expires for a period of two years after termination of this Engagement Agreement.

If the Member and a referred party enter into a new agreement after their earlier relationship ends, the commission terms of the initial agreement will apply unless SPG and the Member agree otherwise in writing.

5. Confidentiality

Each party will protect the other party's proprietary and confidential information during the term of this Agreement and for three (3) years after it ends. Confidential information includes non-public business plans, client lists, and financial information.

6. Independent Contractor Relationship

SPG is an independent contractor. This Agreement does not make SPG an employee, partner, or agent of the Member. SPG may not enter into an agreement on the Member's behalf unless the Member expressly authorizes it in writing.

7. Indemnification

The Member agrees to indemnify and hold SPG harmless from claims, damages, liabilities, costs, and expenses arising from the Member's use of the services, except to the extent caused by SPG's gross negligence or willful misconduct.

8. Governing Law

The laws of the State of New York govern this Agreement, without regard to conflict of law principles.

9. Entire Agreement and Changes

These terms, together with the selected membership option and any written service scope or commission arrangement agreed upon by both parties, constitute the entire agreement concerning this engagement. They supersede prior discussions or understandings about the same subject.

Any change to this Agreement must be in writing and accepted by both parties.

10. Severability

If a provision of this Agreement is found invalid or unenforceable, the remaining provisions will continue in effect.

11. Notices

Notices under this Agreement must be in writing and may be delivered personally, by certified mail, or by email to the contact information each party provides.

Online Acceptance

By completing enrollment, the Member confirms that they have read and agree to the **SPG Membership Terms and Strategic Engagement Agreement**, including the selected membership option and the Strategic Engagement Fee displayed during enrollment.