

# Partnership Agreement

**I. The Parties.** This “Partner Agreement”, (“Agreement”) is made between: Sequoia Investments, LLC Holdings, Inc. (“**Sequoia Investments, LLC**”), and \_\_\_\_\_ (“**Company/Firm**”)

WHEREAS Sequoia Investments, LLC intends to pay the Company/Firm for Services provided between January 1, 2024 and December 31, 2024, the Parties agree to the following terms and conditions:

**II. The Services.** The Company/Firm agrees to perform the following services: The Company/Firm will make referrals to and assists with the education and delivering of information related to a specific strategy and transaction that may benefit the Company/Firm’s clients, associates, and colleagues, hereinafter known as the “Client” or “Participant” and the referral and educating performed as “Services.”

**III. Payment.** Please see commission pay structure in **ADDENDUM I**.

**IV. Due Date.** The Services provided by the Company/Firm shall be completed December 31, 2024.

**V. Termination.** The term of this Agreement is from the effective date, January 1, 2024, through December 31, 2024. This Agreement shall renew for consecutive one-year terms unless either party provides to the other party written notice of non-renewal no later than December 1 of the year in which said party wishes to terminate the Agreement.

In addition, Sequoia Investments, LLC or Company/Firm may terminate this Agreement, and any obligations stated hereunder, for cause by providing written notice of termination for cause to the other party. The written notice shall provide a reasonable description of the alleged cause and shall give the other party 30 days to cure the alleged cause.

**VI. Option to Terminate.** Sequoia Investments, LLC and the Company/Firm shall at any time after execution of this Agreement have the option to terminate without cause, by providing 60 days’ written notice to the other party. Any compensation due will be paid by the completion of the 60-day Period.

**VII. Independent Contractor Status.** The Company/Firm, under the code of the Internal Revenue Service (IRS), is an independent contractor, and neither the Company/Firm employees nor contract personnel are, or shall be deemed, Sequoia Investments, LLC employees.

In its capacity as an independent contractor, Company/Firm agrees and represents: that Company/Firm has the right to perform services for others during the term of this Agreement; Company/Firm has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed; Company/Firm shall select any routes taken, starting and ending times, days of work, and order the work is performed; Company/Firm has the right to hire assistant(s) as subcontractors or to use employees to provide the Services required under this Agreement. Neither Company/Firm, nor the Company/Firm's employees or personnel, shall be required to wear any uniforms provided by Sequoia Investments, LLC; The Services required by this Agreement shall be performed by the Company's/Firm's employees or personnel, and Sequoia Investments, LLC will not hire, supervise, or pay assistants to help Company/Firm; Neither Company/Firm nor Company/Firm employees or personnel shall receive any training from the Sequoia Investments, LLC in the professional skills necessary to perform the Services required by this Agreement; and Neither the Company/Firm nor Company/Firm employees or personnel shall be required by Sequoia Investments, LLC to devote full-time to the performance of the Services required by this Agreement.

**VIII. Business Licenses, Permits, and Certificates.** The Company/Firm represents and warrants that all employees and personnel associated with Company/Firm shall comply with federal, state, and local laws requiring any licenses, permits, and certificates necessary to perform the Services under this Agreement.

**IX. Federal and State Taxes.** Under this Agreement, Sequoia Investments, LLC shall not be responsible for: Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Company/Firm payments to employees or personnel or make payments on behalf of the Company/Firm or make federal or state unemployment compensation contributions on the Company/Firm behalf; and the payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Company/Firm is not a corporation, all applicable self-employment taxes. Upon demand, the Company/Firm shall provide Sequoia Investments, LLC with proof that such payments have been made.

**X. Benefits of Company/Firm's Employees.** The Company/Firm understands and agrees that they are solely responsible for all benefits that are provided to their employees, including but not limited to, retirement plans, health insurance, vacation time, sick pay, personal leave, or any other benefit provided.

**XI. Unemployment Compensation.** The Company/Firm shall be solely responsible for the unemployment compensation payments on behalf of its employees and personnel. The Company/Firm shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

**XII. Workers' Compensation.** The Company/Firm shall be responsible for providing all workers' compensation insurance on behalf of its employees. If the Company/Firm hires employees to perform any work under this Agreement, the Company/Firm agrees to grant workers' compensation coverage to the extent required by law. Upon request by Sequoia Investments, LLC, the Company/Firm must provide certificates proving workers' compensation insurance at any time during the performance of the Service.

**XIII. Indemnification.** The Company/Firm shall indemnify and hold Sequoia Investments, LLC harmless from any loss or liability arising out of the performance of the Services under this Agreement.

**XIV. Confidentiality.** The Company/Firm acknowledges that it will be necessary for Sequoia Investments, LLC to disclose certain confidential and proprietary information to the Company/Firm in order for the Company/Firm to perform its duties under this Agreement. The Company/Firm acknowledges that disclosure to a third party or misuse of this proprietary or confidential information in any way would irreparably harm Sequoia Investments, LLC. Accordingly, the Company/Firm will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Sequoia Investments, LLC without Sequoia Investments, LLC's prior written permission except to the extent necessary to perform Services on Sequoia Investments, LLC's behalf.

Proprietary or confidential information includes, but is not limited to: The written, printed, graphic, or electronically recorded materials furnished by Sequoia Investments, LLC for Company/Firm to use; Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Sequoia Investments, LLC makes reasonable efforts to maintain the secrecy of, including but not limited to, business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and information belonging to customers and suppliers of Sequoia Investments, LLC about whom Company/Firm gained knowledge as a result of the Company/Firm Services to Sequoia Investments, LLC. Upon termination of the Company/Firm Services to Sequoia Investments, LLC, or at Sequoia Investments, LLC's request, the Company/Firm shall deliver to Sequoia Investments, LLC all materials in the Company's/Firm's possession relating to Sequoia Investments, LLC's business. The Company/Firm acknowledges any breach or threatened breach of confidentiality that this Agreement will result in irreparable harm to Sequoia Investments, LLC for which damages would be an inadequate remedy.

Therefore, Sequoia Investments, LLC shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to the Sequoia Investments, LLC's rights and remedies otherwise available at law.

Company/Firm agrees to comply with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including amendments signed into law under the American Recovery and Reinvestment Act of 2009 ("ARRA"), and any other

amendments, whether past or future, in all activities related to this Agreement, to maintain compliance during the term of this Agreement and after as may be required by federal law, to operate any systems used to fulfill the requirements of this Agreement in full compliance with all applicable provisions of HIPAA and to take no action which adversely affects Sequoia Investments, LLC's HIPAA compliance. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those found in the HIPAA Regulations under 45 CFR Parts 160, 162, and 164. To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Company/Firm assures that he or she will appropriately safeguard all forms of Health Records and/or Protected Health Information (PHI), as defined by the regulations, which is made available to or obtained by the Company/Firm in the course of his or her work under this Agreement. Company/Firm agrees to comply with all applicable requirements of law relating to Health Records and/or PHI with respect to any task or other activity he or she performs for Sequoia Investments, LLC. Company/Firm agrees to defend, indemnify, and hold harmless Sequoia Investments, LLC for any and all claims, liabilities, damages, or disputes arising out of Company/Firm actual or alleged violation of this paragraph.

**XV. Proprietary Information.** Proprietary information, under this Agreement, shall include: The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables and will be the sole property of the Sequoia Investments, LLC. Company/Firm hereby assigns to Sequoia Investments, LLC all right, title and interest in the Work Product, including but not limited to all audiovisual, literary, moral rights, and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. Company/Firm retains no right to use the Work Product and agrees not to challenge the validity of Sequoia Investments, LLC's ownership in the Work Product; Company/Firm hereby assigns to Sequoia Investments, LLC all right, title, and interest in any and all photographic images and videos or audio recordings made by Sequoia Investments, LLC during the performance of Company/Firm Services, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and Sequoia Investments, LLC will be entitled to use Company/Firm name and/or likeness in advertising and other materials.

**XVI. No Partnership.** This Agreement does not create a partnership relationship between Sequoia Investments, LLC and the Company/Firm. Unless otherwise directed, the Company/Firm shall have no authority to enter into contracts on Sequoia Investments, LLC's behalf or represent Sequoia Investments, LLC in any Manner.

**XVII. Assignment and Delegation.** The Company/Firm may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Company/Firm recognizes that it shall be liable for all work performed by the Subcontractor and shall hold Sequoia Investments, LLC harmless from any liability that may arise from Subcontractor's work.

The Company/Firm shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with Sections XIV and XV of this Agreement. If any such information is shared by the Subcontractor to third - parties, the Company/Firm shall be made liable for misuse or misappropriation of the confidential or proprietary information by the third party.

**XVIII. Governing Law.** This Agreement shall be governed by the laws in the State of Wyoming.

**XIX. Severability.** This Agreement shall remain in effect in the event any section or provision is found by a court to be unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable.

**XX. Breach Waiver.** Any waiver by Sequoia Investments, LLC of a breach of any section of this Agreement by the Company/Firm shall not operate or be construed as a waiver of any subsequent breach by the Company/Firm.

**XXI. Entire Agreement.** This Agreement, along with any attachments or addenda, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between Sequoia Investments, LLC and Company/Firm, whether written or oral.

Sequoia Investments, LLC Signature: \_\_\_\_\_ Date \_\_\_\_\_, 2024

Print Name \_\_\_\_\_

Company/Firm Signature: \_\_\_\_\_ Date \_\_\_\_\_, 2024

Print Name \_\_\_\_\_

Email address: \_\_\_\_\_

Primary mobile number: \_\_\_\_\_

# ADDENDUM I

This Addendum ("Addendum" hereby becomes part of the Partner Agreement) between \_\_\_\_\_ ("Company/Firm") and ("Sequoia Investments, LLC") is effective as of \_\_\_\_\_, 2024.

This Addendum is in reference to Item III of the Partner™ Agreement.  
Commission structure by transaction type:

## 1. Partner:

*If Company/Firm refers an individual or entity to Sequoia Investments, LLC for participation in the Partner program, the Company/Firm will receive \_\_\_\_\_ of the funds said individual or entity actually pays into the Partner™ program. The percentage applies to transactions completed by December 31, 2024.*

Completion of a transaction shall be defined as the fulfillment of Services required for the applicable program in accordance with industry standards and the Client's approval, not to be unreasonably withheld.

Company/Firm will be paid on the 5th business day of each month for any referrals that have fully funded their accounts with Purchase Funds in the month prior.

All other terms of the Partner Agreement shall remain the same. This Addendum shall go into effect on the date of the last signature below.

Sequoia Investments, LLC Signature: \_\_\_\_\_ Date \_\_\_\_\_, 2024

Print Name \_\_\_\_\_

Company/Firm Signature: \_\_\_\_\_ Date \_\_\_\_\_, 2024

Print Name \_\_\_\_\_

Email address: \_\_\_\_\_

Primary mobile number: \_\_\_\_\_