



## Partner Program Referral Agreement

The goal of this Referral Partner program is to provide Organic Intelligence® with qualified and appropriate members for EOTC and OICC, and for resource sharing with OI members who are investing in their Coaching education in OI. This program is not open to the public, and is only available to OI Certified Coaches in good standing with their current OI Badge.

This agreement (the “Agreement”) is between Hoskinson Consulting, dba Organic Intelligence, a California corporation with an address of 315 S. Coast Hwy. 101, Suite 263, Encinitas, CA 92024 (“Company”) and you (hereinafter, “Referral Partner”) (collectively known as the “Parties” and individually as the “Party”) and is effective as of the date (the “Effective Date”) that Referral Partner consents to the terms of this Agreement. The Parties hereby agree as follows:

WHEREAS, Referral Partner desires, from time-to-time, to refer to Company potential customers (the “Referred Customers”) so that the Company can derive revenue from the Referred Customers; and

WHEREAS, Company desires to acquire referrals from Referral Partner in consideration for the payment to Referral Partner of a Referral Commission (as defined below).

NOW, THEREFORE, in consideration of the mutual promises made herein, the Parties agree as follows:

### 1. Referrals

- 1.1. Referral Partner shall, from time-to-time, refer to Company potential customers from which Company can potentially generate revenue.
- 1.2. Referral Partner is not permitted to use third parties (for example, “sub-affiliates” or an affiliate network”) to identify potential Referred Customers.

### 2. Referral Partner Link Process

- 2.1. When Referral Partner joins Company Partner Program, Company will provide them with a Referral Partner Link. This is a unique, individualized URL (web link) that provides Company with a means of tracking (with a “cookie”) which Referred Customers have on their computer. This indicates that the Referred Customer is utilizing the Referral Partner’s Link for EOTC and OICC purchases. This is a standard practice; so long as the purchase is made with the account/devices to which the “cookie” is attached the Company can attribute specific sales to the Referral Partner, and pay the agreed-upon commission.
- 2.2. The unique link, and the “cookie” in the Referral Customer’s browser cache, should not be deleted, altered or edited, or else it may not work properly. It is the Referral Partner’s responsibility to maintain the functional integrity of the Referral Partner

Link, and to coach their Referral Customers about this as necessary. This includes when sharing the Referral Partner link via email, on personal websites and social media platforms. Failure to do so may result in a failure of the Referral Partner Link to operate properly, and may result in a corruption of the Link or cookie, preventing it from operating properly. Company shall not be responsible, nor held liable for any breach of this clause, failure of the linking processes, or for the Referral Partner's failure to properly operate with the Referral Partner Link.

- 2.3. Any and all accidental delays, errors, or omissions, that may occur in the course of using the Referral Partner Link and its tracking function shall not be considered a breach of this Agreement, and shall not attach any liability to the Company. If the Referral Partner suspects an error may have occurred with the Referral Partner Link, they may notify Company of the suspected error for Company to investigate at its sole discretion. Company is not responsible or beholden to the Referral Partner Link for any errors or omissions that may occur with the Referral Partner Link.

### **3. Referral Commission**

- 3.1. Company shall pay Referral Partner a fee (the "Referral Commission") as follows:
- (a) 15% of the amount paid by each Referred Customer when their referral link successfully connects the Referral Partner to the Referred Customer's purchase of The End of Trauma Course or the OI Coach Certification Program. Company reserves the right to change the Referral Commission from time to time.
  - (b) Payment to Referral Partner shall be made quarterly, at least 60 days after the receipt of payment from the Referred Customer, provided that: 1) the Referral Partner is not in breach of this Agreement or any other agreement between Referral Partner and Company; and 2) the Referral Commission is \$50 or more.
  - (c) Company is not responsible for any errors, omissions, or problems regarding the Referral Commission that is reported to Company more than 14 days after payment of the Referral Commission is tendered.
  - (d) Referral Partner is responsible for having a current PayPal account into which their Referral Commission will be paid by the Company.
  - (e) Referral Commissions are paid only for transactions that actually occur between the Company and a Referred Customer for EOTC and/or OICC. Referral Commissions do not apply to Scholarship or Grant recipient sales.
  - (f) A Referral Commission is not due for any transaction that: occurs as a result of fraud or deception; was induced by unlawful conduct or conduct that potentially or actually causes harm to Company's reputation or goodwill; causes any portion of the Referral Commission to be shared, directly or indirectly, with the Referred Customer (including without limitation

transactions that involve a Referred Customer's spouse, co-habitant, or business associate); or violates Company's currently posted rules for generating Referral Commissions.

- (g) The Referral Partner is responsible for payment of any and all taxes arising out of the performance of services described herein, including, without limitation, all federal, state and local personal and business income taxes, sales and use taxes, Social Security, insurance, benefits, and all other business taxes and license fees accruing in connection with receipt of Referral Commissions.

#### **4. Term and Termination**

- 4.1. This Agreement shall remain in full force and effect until terminated by a party upon 15 days' notice.
- 4.2. This Referral Partner shall terminate automatically and without notice if:
  - (a) Referral Partner is in breach of this Agreement, including without limitation any warranty contained herein;
  - (b) Referral Partner is diluting, tarnishing or blurring Company's proprietary rights;
  - (c) Referral Partner begin proceedings to challenge Company's proprietary rights; or
  - (d) A third party disputes Referral Partner's right to use any promotional method;
- 4.3. Upon termination of this Agreement, Referral Partner shall no longer accrue Referral Commissions.
- 4.4. The following sections shall survive termination of this agreement: §§ 4-8.

#### **5. Confidentiality and Trade Secrets**

- 5.1. All documents, data files, information, and other materials made available to Referral Partner in connection with this Agreement, including without limitation all information regarding services, Company customers, Referred Customers, marketing data, and business plans (collectively "Confidential Information") shall be deemed to have been furnished to Referral Partner in confidence and shall remain the exclusive property of Company during and after the term of this Agreement. Referral Partner shall keep in strict confidence all Confidential Information. Referral Partner shall not at any time use Confidential Information for its own benefit, or disclose or permit any of its employees, agents, or representatives to disclose Confidential Information without Company's prior written consent. Confidential Information does not include: Information already known to the recipient before disclosure; Information already known to the public, other than as a result of breach of this Agreement; Information received from a third party; Information subsequently independently developed; and Information required to be disclosed by law.
- 5.2. Referral Partner acknowledges that the identity of Referred Customer, contact information for a Referred Customer, and information about a Referred Customer's

business operations are a Company trade secret (the “Referred Customer’s Trade Secrets”). Referral Partner represents and warrants that it shall not use Company Trade Secrets to compete with Company, solicit Company customers, or to circumvent this Agreement.

## **6. Intellectual Property Rights**

- 6.1. Referral Partner agrees not to adopt or use in any manner any trademarks, service marks, tradenames, or URLs that are the same or confusingly similar to, or are combined with, those of Company without prior written permission.
- 6.2. All proprietary rights of Company and all goodwill arising as a result of such rights, inure to the benefit of Company.
- 6.3. Referral Partner acknowledges that Referral Partner obtains no proprietary rights in Company’s trademarks, service marks, tradenames, URLs, copyrighted material, patents, and patent applications, and agrees not to challenge Company’s proprietary rights.
- 6.4. Referral Partner understand that all personally identifiable information, if any, provided by Referred Customers and any or all reports, results, and information created, compiled, analyzed, or derived by Company from such data is the sole and exclusive property of Company and is considered Company’s Confidential Information pursuant to this Agreement. Company in its sole discretion, shall have the right to use, market, and re-market this information without further obligation to Referral Partner. Referral Partner shall not make any use of, copy, make derivative works from, sell, transfer, lease, assign, redistribute, disclose, disseminate, or otherwise make available in any manner, such data, or any portion thereof, to any third-party.

## **7. Warranties**

- 7.1. Referral Partner represents and warrants that Referral Partner’s performance of this Agreement will comply with the requirements of all relevant legislation (including without limitation laws that apply to commercial email and telemarketing, and all guidelines promulgated by the Federal Trade Commission) in force or applicable in the United States or in any other applicable jurisdiction, and warrants that no promotion method or material used by Referral Partner will render Company liable in any proceedings whatsoever.
- 7.2. Referral Partner represents and warrants that: (i) Referral Partner’s promotional methods do not and will not infringe a third party’s or Company’s proprietary rights; (ii) Referral Partner shall remain solely responsible for any and all websites owned or operated by Referral Partner and all promotional methods used pursuant to this Agreement; and (iii) Company is not obligated to review any of Referral Partner’s promotional methods, but Referral Partner shall fully and promptly comply with Company’s request for information and materials relating thereto.

- 7.3. Referral Partner represents and warrants that: (i) All the materials Referral Partner uses to advertise, market, promote Company's products and services were created without any contribution of any kind from Company, including without limitation editorial control or approval; (ii) Any suggestions regarding content that Referral Partner receive from Company are made "as-is" and without any warranty; and (iii) Referral Partner has had all materials reviewed by competent legal counsel and solely assumes all responsibility for the materials.
- 7.4. Referral Partner represents and warrants that all promotional means used by Referral Partner will not contain objectionable content (including but not limited to content that is misleading, libelous, defamatory, obscene, violent, bigoted, hate-oriented, illegal, or promoting illegal goods, services or activities), and that Referral Partner will not mislead others or use aggressive or manipulative marketing techniques or agents. Referral Partner agrees to use only honest, ethical business and, where applicable, GDPR conforming practices.
- 7.5. Referral Partner will not use its links in any pay-per-click advertising. Referral Partner will not promote or advertise Company on coupon, deal, or discount sites or on GTP/Get Paid to Click or other incentivized sites, or display any offer code on a public-facing page or through the use of a "click to display" offer code. Referral Partner will not purchase search engine or other pay-per-click keywords (such as Google AdWords), trademarks or domain names that use Company Trademarks (see below) or any variations or misspellings thereof that may be deceptively or confusingly similar to Company Trademarks.
- 7.6. Referral Partner represent and warrant that any personally identifiable information of Referred Customers that it transmits to Company shall be collected and transmitted in strict compliance with all applicable laws and posted privacy policies.
- 7.7. Referral Partner represents and warrants that it shall safeguard and promote the good reputation of Company and its products and services, and do nothing that violates the Company's Policies, including those contained in the OI Disclaimer and the Partner-endorsed Code of Ethics.
- 7.8. Referral Partner represents and warrants that it shall: i) provide complete and accurate account information to Company; ii) maintain and update this information as needed to keep it current, complete, and accurate; and iii) provide Company one month notice prior to any change. Time is of the essence with respect to Referral Partner's obligation to provide Company accurate information.

## **8. Indemnification**

- 8.1. Referral Partner shall defend, indemnify and hold Company harmless against all claims, suits, demands, damages, liabilities, losses, penalties, interest, settlements and judgments, costs and expenses (including attorneys' fees) incurred, claimed, or sustained by third parties directly or indirectly as a result of (a) Referral Partner's breach of or non-compliance with this Agreement, (b) Referral Partner's violation of

any law, or an alleged violation of law by Company, that is a direct or indirect result of Referral Partner's actions or inaction; (c) Referral Partner's use of any content, goods or services; (d) any claim that Company is obligated to pay tax obligations in connection with payment made to Referral Partner pursuant to this Agreement; and (e) any violation or alleged violation by Referral Partner of any rights of another, including breach of a person's or entity's intellectual property rights (each (a)-(e) individually is referred to hereinafter as a "Claim"). Should any Claim give rise to a duty of indemnification under this section 7, Company shall promptly notify Referral Partner, and Company shall be entitled, at its own expense, and upon reasonable notice to Referral Partner, to participate in the defense of such Claim. Participation in the defense shall not waive or reduce any of Referral Partner's obligations to indemnify or hold Company harmless. Referral Partner shall not settle any Claim without Company's prior written consent. Referral Partner also shall indemnify for any reasonable attorneys' fees or other costs incurred by an indemnified party in investigating or enforcing this section 7. In the context of this section 7 only, the term "Company" shall include officers, directors, shareholders, employees, corporate affiliates, subsidiaries, agents, and subcontractors.

## **9. Miscellaneous.**

**9.1. COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTY, TO THE EXTENT PERMISSIBLE BY LAW, OTHER THAN THE WARRANTIES EXPRESSED IN THIS AGREEMENT, IF ANY, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**9.2. COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, ATTORNEYS, LICENSORS, LICENSEES, SUPPLIERS, AND/OR RELATED ENTITIES SHALL NOT BE LIABLE TO REFERRAL PARTNER OR ANY THIRD PARTY FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, TORT, OR CONTRACT DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RELATED TO AND/OR ARISING FROM THE TERMS AND/OR CONDITIONS OF THIS AGREEMENT, LOST PROFITS, AND/OR LOST OPPORTUNITIES, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED SOLELY TO MONEY DAMAGES AND SHALL NOT EXCEED THE AMOUNT OF REFERRAL COMMISSIONS PAID TO REFERRAL PARTNER DURING THE FIRST THREE MONTHS OF THIS AGREEMENT.**

9.3. Neither party shall be liable for, and each party is excused from, any failure to perform or delay in the performance of its obligations under this Agreement due to causes beyond its control. No failure of either party to pursue any remedy resulting

from a breach of this Agreement by the other party shall be construed as a waiver of that breach, nor as a waiver of any subsequent or other breach unless such waiver is in signed and in writing.

- 9.4. In the event that any provision of this Agreement shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.
- 9.5. The Parties agree and acknowledge that the relationship of the Parties is in the nature of independent contractors. This Agreement shall not be deemed to create a partnership or joint venture and neither Party is the other's agent, partner, employee, or representative.
- 9.6. This Agreement shall be construed in accordance with the laws of the state of California regardless of California's choice of laws provisions. Any and all disputes arising from and/or relating to this Agreement shall be brought before a court of competent jurisdiction in the State of California, County of San Diego.
- 9.7. This Agreement constitutes the entire understanding and agreement between the parties in relation to the subject matter hereof and supersedes all prior discussions, agreements and representations (excluding any and all non-disclosure and/or confidentiality agreements, if any) concerning the subject matter hereof, whether oral or written and whether or not executed by Company or Referral Partner. Unless otherwise provided in this Agreement, no modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of both parties.
- 9.8. Neither party may assign this Agreement without the prior express written permission of the other party. Notwithstanding the foregoing, Referral Partner's consent shall not be required for assignment or transfer made by Company (1) due to operation of law, or (2) to an entity that acquires substantially all of Company's stock, assets or business, or (3) to a related entity (e.g. parent or subsidiary of parent).

This agreement was last updated on September 16, 2022.