

**REFERRAL PARTNER AGREEMENT  
BETWEEN  
COCONUT INSTITUTE  
AND  
PARTNER**

**Introduction**

This Agreement is made and entered into by and between Coconut Institute and Partner (each, as defined below). The Agreement shall become binding once Partner clicks through the Agreement in the manner provided by Coconut Institute (the "Effective Date"). Coconut Institute and Partner are sometimes referred to as a "Party", and together as the "Parties".

As used in this Agreement, the following terms shall have the meanings set forth below:

Coconut Institute:	Partner:
"Coconut Institute" means Institute for Education, Research and Development of Innovative Technologies and Business Strategies Coconut, a Slovenian institute with offices in Ljubljana, Slovenia	"Partner" or "You" means natural or legal person (including Name or Firm and other information) detailed in the Form submitted to Coconut Institute by selected Communication Channel
Coconut Institute Headquarters and Notice Address:	Partner Information:
Tržaška cesta 2, 1000 Ljubljana, Slovenia, European Union  For legal notices, provide copies to: Coconut Institute – Legal Department; <a href="mailto:legal@palmabot.com">legal@palmabot.com</a>	"Partner Information" means the information provided by Partner in the Form.

## 1. Purpose

- 1.1. Coconut Institute is a non-profit legal entity providing information, counseling, education and research of innovative technologies, activities on the use of online tools and business strategies and activities on information communications ecosystem.
- 1.2. For development of its non-profit activities Coconut Institute is desirous of gaining users and members.
- 1.3. Partner is in a position to refer potential users and members to Coconut Institute and wishes to promote, market and advertise Coconut activities and services through its website(s) and other marketing channels (e. g. chat-bot, social media and other communication technology) in accordance with Coconut Institute Program ("Program").

## 2. Referral Arrangement

- 2.1. Upon the Effective Date of this Agreement, Partner may refer potential users and members to Coconut Institute, which will pay Partner a Referral Fee (the "Fee") for these referrals.
- 2.2. Subject to this Agreement and its terms, Coconut Institute grants Partner a free, non-exclusive, non-transferable and revocable right to market and distribute the Coconut Institute services to Referrals, and to use existing, throughout time changed or future intellectual property rights (trademarks, logos and copyrights) and communication channels ("Channel(s)"), URLs provided by Coconut Institute, and associated materials, language or code for the sole purpose of promoting activities and services ("Marketing Materials").
- 2.3. Institute may revoke rights in the Section 2.2. at any time by giving Partner a written notice (including via email and other Channels).
- 2.4. To participate in the Program, Partner must complete the online application on Channel sent by Coconut Institute for participation in the Program found on website: <https://palmabot.com> ("Site") or other Channels and enter this Agreement. Coconut Institute may accept or reject any application at its sole discretion. Partner consents with the Program, Terms of Use and Privacy Policy of the Coconut Institute. Partner shall also respect any other requests or rules set by Coconut Institute in connection with ongoing participation in the Program and promotion of the Coconut Institute activities and services to Referrals.
- 2.5. Both Parties shall act in good faith. Partner agrees not to send unsolicited electronic messages to multiple unrelated recipients ("Spamming") in promoting the Coconut Institute activities and services, or otherwise to engage in any other form of mass electronic communications prohibited by law in connection with activities contemplated under this Agreement.
- 2.6. During and after the Term, Coconut Institute shall be the exclusive owner of all relations created via Partner among Coconut Institute and Referrals with respect to Coconut Institute activities and services, including any and all information identifying Referrals who contract with Coconut Institute for the use of its services. Terms of Use, Privacy Policy, and Coconut Institute's rules and procedures will apply to these Referrals and may be changed by Coconut Institute without prior notice to Partner, and Partner agrees to convey to Referrals the nature of their relations with Coconut Institute with the documents mentioned hereabove.
- 2.7. Partner shall qualify as Successful Referral Partner when he succeeds to refer Referrals who complete the mandatory requirements, which are attached in Schedule I to this Agreement ("Eligible Referral(s)").

### 3. Referral Bonus and/or Fee

- 3.1. Coconut Institute shall pay Successful Referral Partner for each Eligible Referral, according to Schedule I to this Agreement, the Bonus and/or Fee set in Schedule II to this Agreement.
- 3.2. Coconut Institute shall pay Successful Referral Bonus and/or Fee from Section 3.1. within thirty (30) days of Eligible Referral, where Eligible Referral will be the definitive action that the referral will not become a new user and/or member, or the engagement of the new user and/or member.

### 4. General

- 4.1. **Term.** This Agreement shall commence upon the Effective Date, as stated above, and will continue until (1) year after its commencement. Parties agree to continue business relationship after the termination in existing rights and obligations for one (1) year, if agreed, if not, each Party can propose a different agreement.
- 4.2. **Confidentiality.** During the course of this Agreement, it may be necessary for Coconut Institute to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Partner in order for Partner to seek out potential referrals. Partner will not share any of this proprietary information at any time. Partner also will not use any of this proprietary information for personal benefit for himself or for unauthorized person at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
- 4.3. **Termination.** This Agreement may be terminated at any time by either Party upon sixty (60) days written notice to the other party. Upon termination, Coconut Institute shall pay Partner all compensation due and owing for Eligible Referrals made prior to the date of termination, but not yet paid.
- 4.4. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
- 4.5. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
- 4.6. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
- 4.7. **Disclaimer of Warranties.** Partner shall refer potential users and/or members as requested by Coconut Institute. PARTNER DOES NOT REPRESENT OR WARRANT THAT SUCH REFERRALS WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE, UNLESS SO AGREED WITH SCHEDULE I OR SCHEDULE

II. PARTNER HAS NO RESPONSIBILITY TO COCONUT INSTITUTE IF THE REFERRALS DO NOT LEAD TO COCONUT INSTITUTE'S DESIRED RESULT(S).

- 4.8. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
- 4.9. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
- 4.10. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited, to its attorneys' fees.
- 4.11. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding according to international private law. The Parties each represent that they have the authority to enter into this Agreement.
- 4.12. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by international private law.
- 4.13. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.
- 4.14. The Parties agree to the terms and conditions set forth above as demonstrated by their consent in clicking the "/myreferral" on the Channel.

**SCHEDULE I**  
**TO REFERRAL PARTNER AGREEMENT**  
**BETWEEN**  
**COCONUT INSTITUTE**  
**AND**  
**PARTNER**

**Introduction**

This Schedule I to Referral Partner Agreement (“Schedule I”) is made and entered into by and between Coconut Institute and Partner (each, as defined below). Schedule I shall become binding once Partner clicks through the Agreement in the manner provided by Coconut Institute (the “Effective Date”). Coconut Institute and Partner are sometimes referred to as a “Party”, and together as the “Parties”.

**1. Purpose**

- 1.1. Coconut Institute is a non-profit legal entity providing information, counseling, education and research of innovative technologies, activities on the use of online tools and business strategies and activities on information communications ecosystem.
- 1.2. For development of its non-profit activities Coconut Institute is desirous of gaining users and/or members.

**2. Eligible Referrals**

- 2.1. “Eligible Referrals” mean Referrals referred by Partner to Coconut Institute and:
  - 2.1.1. who complete the sign-up procedure in accordance with the procedure described in Section 3. of this Schedule;
  - 2.1.2. of whom Coconut Institute has no record in connection with the Coconut Institute activities and services, or who are not, at the time referred to Coconut Institute, in any contractual relations or ongoing negotiations with Coconut Institute in connection with the Coconut Institute activities and services;
  - 2.1.3. who accept Terms of Use, Privacy Policy and other rules or procedures by Coconut Institute;
  - 2.1.4. who are not rejected by the Coconut Institute.
- 2.2. In case of Successful Invite Program, Eligible Referral shall mean each referred user according to the Section 2.1. and Subsections from 2.1.1. to 2.1.4. of this Schedule.
- 2.3. In case of Successful Referral Program, Eligible Referral shall mean an amount of referred users, which altogether successfully pay the total amount of 100.00 EUR for activities and services of Coconut Institute monthly, according to the Pricing, which is published on the Site, and according to the Section 2.1. and Subsections from 2.1.1. to 2.1.4. of this Schedule.

### 3. Referral Procedure and Final Provision

- 3.1. Each Referral shall be referred to Coconut Institute by Partner through an online form provided by Coconut Institute to Partner, conducted through Channel set by Coconut Institute ("Referral Link").
- 3.2. Upon receiving each Referral Link, Coconut Institute shall send an email to the Referral's email address indicated on the Channel User Profile, detailing the steps to be taken towards registration to receive the Coconut Institute services and become an Eligible Referral.
- 3.3. Coconut Institute shall be responsible for the sales process to all Referrals, subject to the Parties' continued good-faith cooperation in promoting the sales process to Referral.
- 3.4. **Final Provision.** The Parties agree to the terms and conditions set forth above as demonstrated by their consent in clicking the "/myreferral" on the Channel.

**SCHEDULE II**  
**TO REFERRAL PARTNER AGREEMENT**  
**BETWEEN**  
**COCONUT INSTITUTE**  
**AND**  
**PARTNER**

**Introduction**

This Schedule II to Referral Partner Agreement (“Schedule II”) is made and entered into by and between Coconut Institute and Partner (each, as defined below). Schedule II shall become binding once Partner clicks through the Agreement in the manner provided by Coconut Institute (the “Effective Date”). Coconut Institute and Partner are sometimes referred to as a “Party”, and together as the “Parties”.

**1. Purpose**

- 1.1. Coconut Institute is a non-profit legal entity providing information, counseling, education and research of innovative technologies, activities on the use of online tools and business strategies and activities on information communications ecosystem.
- 1.2. For development of its non-profit activities Coconut Institute is desirous of gaining users and/or members.

**2. Referral Bonus and/or Fees**

- 2.1. “Referral Bonus” shall mean an amount of money set in Section 2.3. of this Schedule, and cannot be withdrawn, but can only be paid for services within the activities and services of Coconut Institute.
- 2.2. “Referral Fee” shall mean an amount of money, which can be withdrawn in accordance with Section 2.3. and/or Section 2.4. of this Schedule.
- 2.3. Upon a Referral becoming an Eligible Referral, Coconut Institute shall pay Partner in case of Successful Invite Program within the one (1) month period the following onetime Referral Bonus:
  - 2.3.1. for each user in amount of 5.00 EUR;
  - 2.3.2. for 20 users in amount of 80.00 EUR and 4.00 EUR for each additional upon the 20<sup>th</sup> till 50<sup>th</sup>;
  - 2.3.3. for 50 users in amount of 250.00 EUR and 5.00 EUR for each additional upon the 50<sup>th</sup> till 200<sup>th</sup>; and
  - 2.3.4. for 200 users in amount of 1,200.00 EUR and 6.00 EUR for each additional user upon the 200<sup>th</sup> till infinitum.

- 2.4. Upon a Referral becoming an Eligible Referral, Coconut Institute shall pay Partner in case of Successful Referral Program within the one (1) month period a Referral Fee in amount of 15% of amount paid by each referred user eligible under the Successful Referral Program.
- 2.5. Referral Fee shall be paid according to the Section 2.3. of Schedule I to the Agreement. If Eligible Referral(s) shall pay such total amount before one (1) month period, Referral Fee shall be paid after the lapse of that month.
- 2.6. Total amount from Section 2.3. of Schedule I to the Agreement must be paid via payment provider (Coingate). If this amount is paid from Referral Bonus fund, then Partner will receive Referral Fee in Referral Bonus form.
- 2.7. Referral Bonus and Referral Fee can be paid to the Partner cumulatively.
- 2.8. Referral Bonus and Referral Fee are nontransferable to Third Parties, unless so agreed with separate agreement.

### **3. Associated Charges and Final Provision**

- 3.1. Partner shall be responsible for payment of all taxes, duties, governmental charges and other like charges levied on the Bonuses and Fees, and Partner shall indemnify, defend and hold Coconut Institute harmless from and against any claims arising out or relating to all charges emanating from Coconut Institute's payment of Bonuses and Fees.
- 3.2. **Final Provision.** The Parties agree to the terms and conditions set forth above as demonstrated by their consent in clicking the "/myreferral" on the Channel.