



# CHANNEL PARTNERSHIP AGREEMENT

*Last updated: September 4, 2024*

## **Piñata Channel Partnership Agreement**

This Channel Partnership Agreement (the "Agreement") is made and entered into as of the [Effective Date] by and between Pinata Rent, Inc., a Delaware corporation with its principal office located at 110 East 25th Street, Suite 214, New York, NY 10010 ("Pinata"), and [Counterparty Name], a [State] [corporation/limited liability company] with its principal office located at [Counterparty Address] ("Counterparty").

## **RECITALS**

WHEREAS, Pinata is in the business of providing a rewards, credit reporting, and fintech platform for renters (the "Platform");

WHEREAS, Counterparty is in the business of providing [Counterparty's business description], and desires to integrate and embed the Platform into its own platform, services, and offerings (the "Counterparty Services");

WHEREAS, the parties desire to establish a partnership under which Counterparty will integrate and offer the Platform as part of the Counterparty Services to Counterparty's customers;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereby agree as follows: hall; all times

## **1. COUNTERPARTY RESPONSIBILITIES**

### **1.1 Integration and Promotion**

Counterparty agrees to integrate the Platform into the Counterparty Services and promote the Platform to its customers. Counterparty shall at all times comply with all limitations regarding promotion of the Platform that Pinata specifies in the applicable Terms of Use for the Platform, including but not limited to refraining from making false statements and other objectionable statements, including but not limited to those related to racial, ethnic, religious and gender issues. Counterparty shall effect such integration in a manner that ensures the Platform is seamlessly embedded within the Counterparty's user interface and experience.

### **1.2 Customer Enrollment**

Counterparty will assist its customers in enrolling in the Platform by providing necessary resources, support, and guidance. Counterparty agrees to communicate with customers regarding the benefits of the Platform, to not provide information regarding the Platform or make any representations about the Platform and its performance that are inconsistent with information provided to Counterparty by Pinata, and to cause customers to promptly and accurately provide data required by Pinata for its proper performance of the Platform. Counterparty also agrees to require each of its customers that subscribes for services provided through the Platform to enroll for such services by first completing all steps necessary to accept the appropriate Terms of Use for such subscription, as specified by Pinata.

### **1.3 Marketing Materials**

Counterparty may use marketing materials as provided by Pinata without the need for review or approval by Pinata. All materials that Counterparty uses to market the Platform must conform to Pinata's branding and marketing guidelines as provided by Pinata from time to time.

### **1.4 Exclusivity**

During the Term of this Agreement, Counterparty agrees not to engage with or integrate any other rewards or credit reporting platform or service that competes with the Pinata Platform. Counterparty shall not promote, offer, or provide any other rewards or credit reporting services to its customers without the prior written consent from Pinata's CEO and signed contract addendum.

## **2. PINATA RESPONSIBILITIES**

### **2.1 Platform Availability**

Pinata shall ensure that the Platform is available for access and use by Counterparty's customers, subject to reasonable downtime for maintenance, upgrades, or other necessary outages, including but not limited to (i) any unavailability caused by circumstances beyond Pinata's reasonable control, including, without limitation, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Pinata's employees), Internet service or any denial of service attack. Pinata will also provide customer support services to Counterparty's customers in line with the level of service provided to its direct customers with comparable subscriptions to the Platform.

## **2.2 Fees and Payments**

During the Term, Counterparty shall pay Pinata the fees as outlined in **Appendix A** of this Agreement, which details the pricing structure for the Platform services. The fees are due on a [monthly/quarterly] basis, with payments made via [payment method]. The fees advertised and/or charged to the Counterparty and to end customers shall not be lower than those set forth in Pinata's Standard Retail Pricing ("SRP") document, as referenced in **Appendix B**.

## **2.3 Billing Terms**

### **First Three Months Post-Launch**

For the first three (3) months following the official launch of the Platform as integrated into the Counterparty Services, Counterparty shall pay Pinata a fee equal to the greater of:

- (i) the minimum onboarding fee, or
- (ii) the total number of units enrolled during the first three (3) months multiplied by the per-unit fee as specified in Appendix A.

### **After Three Months Post-Launch**

Beginning after the initial three (3) months post-launch, Counterparty shall pay Pinata a monthly fee equal to the greater of:

- (i) Pinata's minimum monthly fee, or
- (ii) the total number of units enrolled multiplied by the per-unit fee as specified in Appendix A.

All fees are payable in accordance with the payment terms outlined in Appendix A.

### **3. CONFIDENTIALITY**

Each party acknowledges that it may receive confidential and proprietary information from the other party during the course of this Agreement ("Confidential Information"). Each party agrees to maintain the confidentiality of the Confidential Information and not to use or disclose it to any third party without the prior written consent of the other party, except as required by law or to the extent necessary to perform its obligations under this Agreement. Nothing in this Section 3 shall broaden any use rights of Counterparty or customers with respect to the Platform, and all restrictions and other limitations in this Agreement applicable to use of the Platform by Counterparty or customers shall be cumulative. The pricing and terms of this Agreement constitute Confidential Information of Pinata.

### **4. INTELLECTUAL PROPERTY**

#### **4.1 Ownership**

Pinata retains all right, title, and interest in and to the Platform, including any and all intellectual property rights therein. Counterparty acknowledges that (i) this Agreement grants no rights of ownership or title to the Platform or any related intellectual property, and (ii) Pinata owns all modifications to the Platform and its underlying intellectual property, and all derivative works which may be based upon the Platform and its underlying intellectual property, absent express written consent provided by Pinata.

#### **4.2 License**

During the Term, Pinata grants Counterparty a non-exclusive, non-transferable, royalty-free license to use the API as provided by Pinata for purposes of this Agreement solely for the purpose of integrating the Platform into the Counterparty Services and offering it to Counterparty's customers, in each case, in accordance with this Agreement.

### **5. TERM AND TERMINATION**

#### **5.1 Term**

This Agreement shall commence on the Effective Date and continue for an initial term of one (1) year ("Initial Term"). This Agreement shall automatically renew for successive one (1) year periods ("Renewal Term") unless either party provides written notice of its intent not to renew at least sixty (60) days prior to the end of the then-current term.

#### **5.2 Termination for Cause**

This Agreement may only be terminated in accordance with Section 5.1 or Section 5.2. Either party may terminate this Agreement immediately (x) upon giving written notice if the other party

materially breaches any term of this Agreement and fails to cure such breach within 10 days after being given written notice of the breach and (y) upon the Counterparty (i) applying for or consenting to the appointment of a receiver, trustee or liquidator of itself or of its property, (ii) being unable, or admitting in writing its inability, to pay its debts as they mature, (iii) making a general assignment for the benefit of creditors, (iv) being adjudicated a bankrupt or insolvent, (v) filing a voluntary petition in bankruptcy, or a petition or answer seeking reorganization or an arrangement with creditors to take advantage of any insolvency law, or an answer admitting the material allegations of a bankruptcy, reorganization or insolvency petition filed against it, (vi) having filed against it any involuntary petition in bankruptcy or under any similar insolvency law and such petition is not dismissed within forty-five (45) days after the filing thereof, (z) taking corporate action for the purpose of effecting any of the foregoing, (vii) having an order for relief entered against it in any proceeding under the United States Bankruptcy Code, or (viii) having entered against it an order, judgment or decree, without the application, approval or consent of the Counterparty by any court of competent jurisdiction, approving a petition seeking reorganization of the Counterparty or appointing a receiver, trustee or liquidator of the Counterparty or of all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

### **5.3 Effect of Termination**

Upon termination or expiration of this Agreement, all rights of Counterparty and its customers to use the Platform, the Pinata API and any other intellectual property of Pinata automatically shall cease, and each party shall return Confidential Information of the other party to such other party.

## **6. INDEMNIFICATION; LIMITATION OF LIABILITY**

Counterparty shall indemnify Pinata for any loss or liability incurred by Pinata that results from (i) any direct or indirect conduct or omissions of Counterparty and its employees in connection with Counterparty's performance under the terms of this Agreement or (ii) any third party claims brought against Pinata as a result of Counterparty's conduct and omissions in connection with its performance under the terms of this Agreement, including but not limited to Counterparty's activities undertaken pursuant to Sections 1, 3 and 4 of this Agreement.

In no event shall either party be liable for any indirect, incidental, or consequential damages arising out of or in connection with this Agreement, even if advised of the possibility of such damages. The aggregate liability of either party for any claim arising out of or in connection with this Agreement shall not exceed the total fees paid or payable by Counterparty to Pinata under this Agreement during the previous 12 months of this Agreement, other than for liability of a party resulting from (i) such party's breaches of any of Sections 1, 3 and 4 of this Agreement and (ii) such party's willful misconduct.

## **7. GOVERNING LAW; WAIVER**

### **7.1 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions. The parties agree to submit to the exclusive jurisdiction of the courts located in the Borough of Manhattan, New York, New York, and courts of appeals therefrom, for any disputes arising out of or related to this Agreement.

### **7.2 Class Action Waiver**

BY AGREEING TO THE TERMS OF THIS AGREEMENT, COUNTERPARTY HEREBY WILLINGLY, EXPRESSLY, AND KNOWINGLY WAIVES ALL RIGHTS TO BRING OR PARTICIPATE IN ANY CLASS-ACTION LAWSUIT, CLASS-WIDE ARBITRATION, OR PRIVATE ATTORNEY-GENERAL ACTION BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND/OR WITH ANY USE OR PROMOTION OF THE PLATFORM BY COUNTERPARTY OR ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO ANY RIGHT TO BRING ANY CLAIM, SUIT, OR OTHER PROCEEDING TO ENFORCE THIS AGREEMENT OR WITH RESPECT TO THE USE OR PROMOTION OF THE PLATFORM AS THE MEMBER OF ANY CLASS OR AS PART OF ANY SIMILAR COLLECTIVE OR CONSOLIDATED ACTION.

## **8. MISCELLANEOUS**

### **8.1 Entire Agreement; Severability**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, and understandings, whether written or oral. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

### **8.2 Assignment**

Neither party may assign this Agreement without the prior written consent of the other party, except that either party may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets.

### **8.3 Amendments**

No amendment to or waiver or termination of this Agreement shall be effective unless in writing and signed by both parties.

#### **8.4 Notices**

All notices and other communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the sender, and shall be deemed duly given, delivered and received (i) on the date delivered if personally delivered, (ii) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, (iii) on the business day (as defined below) after being sent by FedEx or another recognized overnight mail service which utilizes a written form of receipt for next day or next business day delivery, or (iv) three (3) business days after mailing, if mailed by United States postage-prepaid certified or registered mail, return receipt requested, in each case addressed to the applicable party at its address set forth below or such other address as either party may specify in writing as provided hereunder. For purposes of this Agreement, a “business day” is any day other than a Saturday, Sunday or other day on which banks located in the City of New York in the State of New York are generally permitted to be closed for business.

#### **8.5 Headings**

All section headings used herein are for convenience only and shall not be construed to have any substantive meaning whatsoever.

IN WITNESS WHEREOF, the parties have executed this Channel Partnership Agreement as of the Effective Date.

**PINATA RENT, INC.**

By: \_\_\_\_\_

Name: Lily Liu

Title: CEO

**[COUNTERPARTY NAME]**

By: \_\_\_\_\_

Name: [Name]

Title: [Title]

\_\_\_\_\_

## **Appendix A: Pricing for Platform Services**

The following pricing structure applies to the Platform services provided under this Agreement. All fees are calculated on a per-month basis and are payable in accordance with Section 2.3 of this Agreement.

1. **Standard Fee for Active Accounts:**
  - Fee per Active Account: [Amount]
2. **Additional Service Fees:**
  - Credit Reporting Service: [Amount]
  - Rewards Program Service: [Amount]
  - Fintech Tools and Services: [Amount]
3. **Volume Discounts:**
  - [Discount Details]
4. **Payment Terms:**
  - Payments due: [Frequency]
  - Payment method: [ACH, Credit Card, etc.]
5. **Late Payment Penalties:**
  - [Penalty details]



## **Appendix B: Standard Retail Pricing (SRP) Document**

This Agreement and the pricing outlined in **Appendix A** are subject to and must comply with the Standard Retail Pricing ("SRP") document provided by Pinata. The SRP outlines the minimum and standard pricing strategies to be adhered to by both the Counterparty and Pinata in offering the Platform services to end customers. Any deviations from the SRP must be agreed upon in writing by both parties.

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