

## REFERRAL AGREEMENT

**THIS REFERRAL AGREEMENT** ("**Agreement**"), effective as of April [\_\_\_], 2021 (the "**Effective Date**"), is entered into between Pifiata Global, Inc., a Delaware corporation ("**PGI**"), and [Referring partner/individual name], a [Type of Entity] ("**Referring Party**").

**WHEREAS**, on the terms and conditions set forth below, PGI desires to pay to Referring Party a commission on revenues received by PGI from (i) end users that register to access the PGI platform (the "**Platform**") and (ii) other third parties (together with such end users, collectively, "**Counterparties**") that enter into agreement(s) with PGI pursuant to which PGI receives revenues for the provision of products and services (together with the Platform, collectively, "**Products and Services**"), in each case, as a result of referrals by Referring Party accepted by PGI.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants contained in this Agreement, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

1. Appointment. PGI hereby appoints Referring Party as a non-exclusive, independent referral source for the Products and Services, subject to the terms and conditions of this Agreement.
  2. Referrals.
    - 2.1 Subject to the terms and conditions of this Agreement, Referring Party may from time to time refer prospective Counterparties (each, a "**Potential Counterparty**") to PGI by delivery of a completed lead notice (the "**Lead Notice**") by e-mail on a weekly basis, the form of which is attached hereto as Exhibit A.
    - 2.2 PGI, in its sole discretion, shall have the option to permit any Counterparty, or decline to permit any Counterparty, to register for access to the Platform or otherwise enter into a transaction with PGI. In the event PGI declines, for any reason or no reason, to permit any Counterparty to register for access to the Platform or enter into a transaction with PGI, PGI shall have no obligation to Referring Party under this Agreement or otherwise with respect to such Potential Counterparty.
    - 2.3 If (a) PGI either (x) countersigns and delivers the applicable Lead Notice to Referring Party, or (y) does not deliver a rejection notice, in substantially the form attached hereto as Exhibit B (a "**Rejection Notice**"), to Referring Party, within seven (7) days following receipt by PGI of the applicable Lead Notice, specifying that the Potential Counterparty identified on the
  - 2.4 In the event a referral of a Potential Counterparty is disputed among one or more referral sources, including, without limitation, Referring Party, then PGI alone shall determine which party, is entitled to Referral Fees, if any, with respect to such Potential Counterparty. Further, PGI shall, upon request by Referring Party, provide reasonable documentation of the applicable Rejection Criteria set forth on any Rejection Notice.
  - 2.5 Referring Party shall provide specifications, instructions and other information with respect to the Products and Services and PGI consistent with specifications, instructions and other information provided by PGI. Referring Party shall invite representatives of PGI to not fewer than [\_\_\_] events, sponsored by Referring Party and open to all members of Referring Party, per [Period], and shall [Describe Promotion of PGI at Events] at each such event.
3. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue until terminated as set forth herein (the "**Term**"). Either party may terminate this Agreement at any time by providing written notice to the other party at least thirty (30) days prior to the date of termination (the

Lead Notice: (i) is not a prospective purchaser of Products and Services, (ii) has previously registered for access to the Platform, or otherwise previously has entered into an agreement with PGI for the provision of any Products and Services (a "**Products and Services Agreement**"), (iii) has previously been referred or introduced to PGI by any other person or otherwise already has communicated with PGI with respect to potential registration for access to the Platform and/or other purchase of Products and Services, or (iv) previously has been identified by PGI to Referring Party as ineligible (clauses (i)-(iv), collectively, the "**Rejection Criteria**"); and (b) such Potential Counterparty enters into a binding written Products and Services Agreement, in each case, not later than thirty (30) days following the giving by Referring Party of the applicable Lead Notice, then such Potential Counterparty shall be deemed a Counterparty for purposes of this Agreement and PGI shall pay referral fees to Referring Party ("**Referral Fees**"), pursuant to the terms forth in Section 4.

"**Termination Date**"). Upon termination of this Agreement, a list shall be prepared of all pending unfinished business involving any Counterparties or Potential Counterparties introduced by Referring Party (which list shall be agreed to and signed by both parties hereto and shall control any and all claims for Referral Fees after the Termination Date). In no event shall the above-referenced list include any end users or other third parties, in each case, that were not identified to PGI by Referring Party as Potential Counterparties as required herein prior to notice being given of termination. Termination of this Agreement shall not affect the rights or obligations of the parties hereto with respect to any breach of this Agreement prior to the Termination Date. Notwithstanding anything in this Section 3 to the contrary, Referring Party shall not be entitled to any Referral Fees due to it as of the Termination Date or thereafter if this Agreement is terminated by PGI in connection with breach of this Agreement by Referring Party.

#### 4. Referral Fees.

- 4.1 As full compensation for the services rendered to PGI by Referring Party under this Agreement, PGI shall pay Referral Fees to Referring Party with respect to each Counterparty, solely for the one (1)-year period set forth on Exhibit C, and otherwise as set forth on Exhibit C.
- 4.2 Upon termination of this Agreement as provided in Section 3 hereof, PGI shall continue to pay Referral Fees (to the extent due) on the basis set forth in Section 3 and Section 4.1 above.
- 4.3 Referring Party will pay its own expenses incurred in connection with the performance of its services hereunder.

#### 5. Acting as Finder Only; Non-Exclusivity.

- 5.1 It is understood that Referring Party is acting as a finder only and shall have no authority to enter into any agreements, obligations or commitments on PGI's behalf, or to negotiate the terms of Potential Counterparties' agreements with PGI. Referring Party hereby agrees to indemnify, defend and hold PGI and its affiliates, employees, members, managers, officers, agents, and representatives harmless from and against any and all claims, actions, lawsuits, damages, awards or judgments arising out of any such agreements, obligations, or commitments undertaken by Referring Party or the breach thereof or of this Section 5.1.

- 5.2 Referring Party acknowledges that PGI may enter into referral agreements or other similar arrangements with other parties and that Referring Party shall have no rights under such agreements or to any fees for Counterparties referred to PGI by others or identified by PGI itself.

- 5.3 Referring Party acknowledges that any sales of Products and Services by PGI in connection with this Agreement for the SFH Market are not through bundling or intended to be used in a resident benefits package. "**SFH Market**" means that segment of the residential rental market that consists of Program members whose portfolio, in the aggregate, includes more SFH Units than MFH Units. "**MFH**" shall mean any residential dwelling with 10 or more Units in one building. "**SFH**" shall mean any residential dwelling with fewer than 10 Units in one building. "**Unit**" means a residential dwelling unit.

#### 6. Relationship; Mutual Cooperation.

This Agreement does not constitute a contract of employment. PGI and Referring Party intend and agree that Referring Party shall serve as an independent contractor of PGI and no acts or assistance given to either party shall be construed to alter the independent contractor relationship. Nothing contained in this Agreement shall be construed to place the parties in a relationship of partners, joint venturers, principal and agent, or employer and employee.

7. Taxes. Referring Party is solely responsible for the withholding and payment of all taxes (including, without limitation, national, federal, state and local income taxes, social security taxes, unemployment insurance taxes, self-employment taxes and any other taxes or business license fees, and interest and penalties on such taxes and fees), unemployment insurance, worker's compensation insurance, and any and all other assessments imposed or related to Referring Party's activities hereunder. The parties shall file all tax returns consistent with the foregoing. If it is determined at any time that Referring Party is not an independent contractor under this Agreement, Referring Party shall indemnify PGI and its affiliates, employees, members, managers, officers, agents, and representatives for all taxes, interest, penalties, expenses, and any other costs resulting from or arising out of such determination.

#### 8. Restrictive Covenants.

Notwithstanding anything herein to the contrary, during the Term and for a period of one (1) year following the last day of the Term, Referring Party shall not refer any known Counterparty, other

customer of PGI or other known prospect of PGI to any person, partnership, joint venture, corporation, or other organization or entity in competition with PGI. Neither party shall use or publish the name, trademarks and/or logos, or other intellectual property or promotional materials of the other party, in connection with the provision of its services hereunder without the prior written consent of such other party.

9. Confidentiality. Each party acknowledges that by reason of its relationship to the other party hereunder, it may have access to certain information and material concerning such other party's business, plans, customers, technology and products that are confidential and of substantial value to such other party, including, without limitation, the terms of this Agreement, which value would be impaired if such information were disclosed to third parties (collectively, the "**Confidential Information**"). The party receiving Confidential Information agrees that it will not use in any way for its own account or the account of any third party, nor disclose to any third party (other than as required by applicable law or by order of a court of applicable jurisdiction), any such Confidential Information. In the event of termination of this Agreement, there shall be no use or disclosure by the receiving party of any Confidential Information of the other party and any materials related to the other party shall be immediately returned to such other party. The receiving party acknowledges that the provisions of this Section 9 are reasonable and necessary for the protection of the other party and that the other party will be irrevocably damaged if such covenants are not specifically enforced.

10. Injunction/Limitation of Liability. In the event of breach of any provisions of the Agreement, subject to the last sentence of this Section 10, each party may seek damages if determinable, injunctive relief and all other remedies available under applicable law. The remedies herein provided shall be cumulative and no single remedy shall be construed as exclusive of any other or of any remedy provided at law. Failure of the injured party to exercise any remedy at any time shall not operate as a waiver of the right of such injured party to exercise any remedy for the same or subsequent breach at any time thereafter. PGI'S MAXIMUM AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO REFERRING PARTY UNDER THE TERMS OF THIS AGREEMENT IN THE ONE (1) YEAR PERIOD PRIOR TO THE DATE ON WHICH THE CLAIM GIVING RISE TO SUCH LIABILITY FIRST AROSE.

11. Disclaimer of Warranties. PGI DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES REGARDING ITS PRODUCTS AND SERVICES, WHICH ARE PROVIDED SOLELY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN PGI AND THE APPLICABLE COUNTERPARTY. THE FOREGOING DISCLAIMER APPLIES WHETHER SUCH REPRESENTATIONS AND WARRANTIES ARE EXPRESS, IMPLIED OR STATUTORY, ORAL OR IN WRITING, OR ARISING UNDER ANY LAW, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO VALIDITY, NON-INTERRUPTION, ERROR-FREE OPERATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER INDIVIDUAL OR ENTITY AFFILIATED THEREWITH FOR ANY CLAIM, LOSS OR DAMAGE ARISING OUT OF THE OPERATION OR AVAILABILITY OF THE PRODUCTS AND SERVICES, OR FOR INDIRECT, CONSEQUENTIAL, IMPLIED, OR CONTINGENT DAMAGES.

12. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail or facsimile during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) business day after the day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their addresses as set forth on the signature page(s) to this Agreement, or such other address as the respective party may specify by notice given in accordance with this Section 12. "**Business day**" means any day other than a Saturday, a Sunday or another day on which banks in the city in which the recipient's office is located (as set forth in its address determined in accordance with this Section 12) are authorized or required by law to close.

13. Assignment. The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding upon the parties' respective successors and assigns; *provided* that Referring Party's obligations are personal in nature and cannot be assigned in whole or in part to any other person or entity without the prior written consent of PGI.

14. Integration. This Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. By signing below, each party acknowledges receipt of a copy of this Agreement.

15. Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

16. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York (without giving effect to its conflict of laws principles). Each party agrees to and hereby does submit to the exclusive jurisdiction of any state or federal court located in Newark, New Jersey, and courts of appeals therefrom, for that purpose, and each party hereby waives any right to raise the questions of jurisdiction and venue in any action that the other party may bring to any such court.

17. Representations and Warranties. Each party represents and warrants that the execution of this Agreement and the discharge of its obligations hereunder will not breach or conflict with any other contract, agreement, or understanding of such party.

18. Referring Party Acknowledgements. Referring Party acknowledges that (i) it shall not be entitled to access the Platform and (ii) PGI may remove the Referring Party and any Counterparty from the Platform at any time.

19. Construction of Agreement. This Agreement is the result of negotiation and compromise. In interpreting this Agreement, neither party shall be considered to be the drafter of the document and the language should not be strictly construed against either party. The language of the Agreement should be interpreted consistent with the ordinary and reasonable meaning of the words used. Each party acknowledges that it has been given the opportunity to consult with its own legal counsel prior to executing and delivering this Agreement.

19. Titles and Subtitles. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

20. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail, or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes

21. Survival. The terms of Sections 3 through 21 shall survive the termination of this Agreement.

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the parties hereto have executed or caused to be executed this Agreement as of the Effective Date.

**PIÑATA GLOBAL, INC.**

**[REFERRING PARTNER/INDIVIDUAL NAME]**

By: \_\_\_\_\_  
Lily Liu  
Chief Executive Officer

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

Title: \_\_\_\_\_

Address: 28 Clinton Street, Newark, NJ 07102

Address: \_\_\_\_\_

Email: [lily@pinata.ai](mailto:lily@pinata.ai)

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

**EXHIBIT A**  
**FORM OF LEAD NOTICE**

*(To be completed by Referring Party)*

Prospective Counterparty: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone number: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Additional Information regarding Potential Counterparty and proposed campaign:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submitted:

**REFERRING PARTY**

**[REFERRING PARTNER/INDIVIDUAL NAME]**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE PROSPECTIVE COUNTERPARTY SPECIFIED ABOVE IS HEREBY ACCEPTED BY PGI:**

**PIÑATA GLOBAL, INC.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**

**FORM OF REJECTION NOTICE**

*(to be completed by PGI)*

Prospective Counterparty: \_\_\_\_\_

The Prospective Counterparty is not eligible to be a Counterparty because the Prospective Counterparty:

\_\_\_ is not a prospective purchaser of Products and Services;

\_\_\_ has previously registered for access to the Platform;

\_\_\_ has previously entered into a Products and Services Agreement;

\_\_\_ has previously been referred or introduced to PGI by any other person or otherwise already has communicated with PGI with respect to registration for access to the Platform and/or other potential purchases of Products and Services; or

\_\_\_ has previously been identified by PGI to Referring Party as ineligible.

Capitalized terms used herein but not defined have the meanings given thereto in the Referral Agreement between PGI and [Referring partner/individual name], as in effect from time to time.

**PIÑATA GLOBAL, INC.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT C**

**REFERRAL FEES**

For each Counterparty, PGI will pay Referral Fees to Referring Party as follows for the First-Year Contract:

<b># of Units</b>	<b>Total Fee (paid out quarterly)</b>
50 to 500	\$500
500 to 1,000	\$1000
1,000 to 5,000	\$2,500
5,000 to 10,000	\$5,000+
10,000 to 15,000	\$10,000+
15,000+	\$25,000

- as received by PGI from such Counterparty pursuant to a binding written Products and Services Agreement (or a second binding written Products and Services Agreement in connection with any upgrade to any Products and Services) during only the one (1)-year period following the first date on which such Counterparty enters into the first Products and Services Agreement with PGI (the "**Agreement Date**") (but not any renewal periods or other periods, in each case, after such one (1)-year period); *provided* that the Agreement Date is not later than the date that is six (6) months following the date of receipt by PGI of the first Lead Notice on which the Counterparty was identified to PGI.
- The referral fee is only valid for accounts that sign up for Pinata's paid program at the full list rate with no discounts applied. At the time of this agreement, the current pricing is \$36/unit/year for rewards and credit reporting with an additional fee for Master Policy Insurance.
- Referral fees are only paid out after customer invoices are collected.

For purposes of the foregoing, the term "**First-Year Contract Value**" shall mean, with respect to a given Counterparty, the amount of revenue actually received by PGI for the provision of Products and Services to such Counterparty (including revenue actually received by PGI for the provision of upgrades to such Products and Services), less (i) any and all trade or other discounts or allowances, including, without limitation, credits, refunds and returns, (ii) any and all federal, state and local taxes applicable to the sale and (iii) any and all fees and/or expenses incurred by PGI in receiving and/or transferring funds, in each case, as determined by PGI.

Referral Fees will be paid on a quarterly basis, not later than the date thirty (30) days following the last day of the calendar quarter in which PGI actually received First-Year Contract Value from Counterparties.