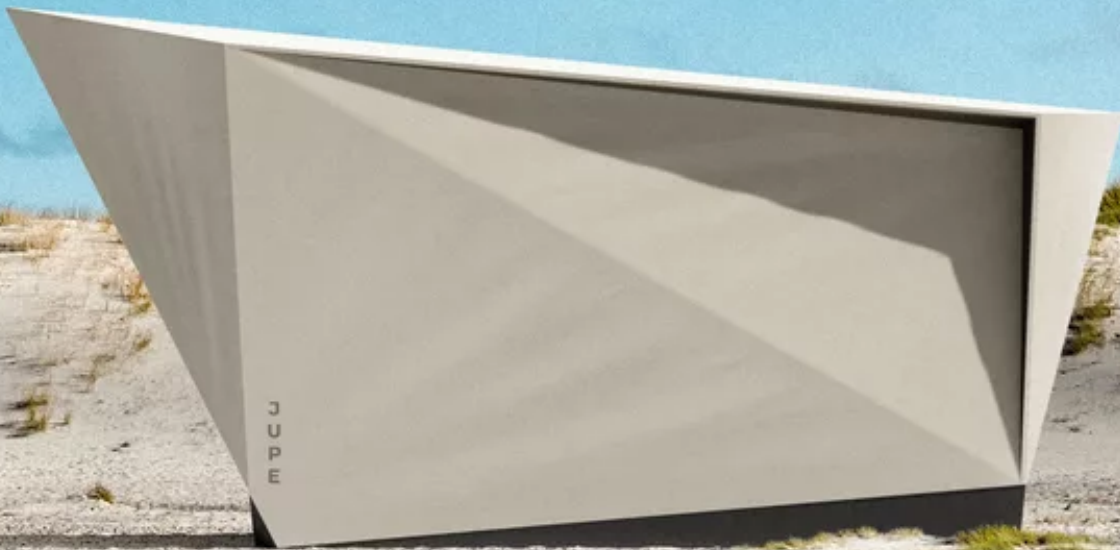


Jupe[®]



[SAMPLE] PARTNER AGREEMENT

V1644206658



Jeff Wilson
CEO & FOUNDER

Wallace
JUPE LAND PARTNER



JuPe[®]

JOSHUA TREE
CALIFORNIA

A photograph of a forest with tall, dark redwood trees and a yellow tent pitched on the ground. The tent is illuminated from within, creating a warm glow. The forest floor is covered in green ferns and fallen logs. The sky is overcast and grey.

Jupe[®]

SLOW COAST REDWOODS
CALIFORNIA



JUPE

PARTNER AGREEMENT

This Jupe Partnership Agreement is entered into on the date of the latter party's signature below ("**Effective Date**"), by and between Jupe, Inc. with a principal business address at 12321 Cutten Road, Houston, TX 77066 ("**Jupe**") and the partner identified below ("**Partner**") (each being referred to individually as a "**Party**" and collectively as the "**Parties**").

Jupe wishes to lease to Partner, and Partner wishes to lease from Jupe, the Jupe units described below at the Location(s), in accordance with the following Commercial Terms and the Terms and Conditions attached hereto (collectively, the "**Agreement**"). Capitalized terms used in the Commercial Terms that are not defined therein have the meaning given to them in the Terms and Conditions.

COMMERCIAL TERMS	
Partner	
Partner Contact Information	Physical Address: xxx Telephone Number: xxx Email Address: xxx
Location(s)	xxx



Jupe(s)	<p>xxx Jupe(s).</p> <p>The specifications of the Jupe(s) are appended as <u>Exhibit A</u> hereto (“<i>Specifications</i>”).</p> <p>The Jupe(s) have the following additional features:</p> <ul style="list-style-type: none">• Solar boost power package• Big f’n porch (BFP) patio <p>MSRP of each Jupe: \$29,500</p> <p>TOTAL value of Jupes as configured:</p> <p>\$XXX + shipping/setup</p>
Jupe Responsibilities	<p>Subject to the performance by Partner of the “Partner Responsibilities” described immediately below, Jupe shall perform the following in accordance with the Terms and Conditions:</p> <ul style="list-style-type: none">• Jupe shall inspect the Location(s), deliver the Jupe(s) to the Location(s) and install them at the Location(s).• Jupe shall perform the maintenance on the Jupe(s) in the circumstances specified in the Terms and Conditions.• Jupe shall prepare and develop photographs and other electronic sales and marketing materials to advertise and promote the Jupe(s) at the Location(s) (“<i>Marketing Materials</i>”).• Jupe shall host and operate the Jupe-branded booking platform (“<i>Platform</i>”) which permits customers to book the Jupe(s) at the Location (“<i>Customers</i>”), and shall notify Partner of such bookings and provide Customer such details to facilitate Partner’s interaction with Customers.• Jupe shall have the sole right to procure the advertising of the availability of the Jupe(s) at the Locations at online travel aggregation websites or platforms (“<i>OTAs</i>”).



Partner Responsibilities	Partner shall perform the following obligations in accordance with the Terms and Conditions: <ul style="list-style-type: none">• Partner shall provide Jupe or its representatives with access to the Location, and the Jupe(s), at all reasonable times in order for Jupe to perform its obligations hereunder.• Partner shall supply the Location, and all facilities, equipment and staffing necessary to operate such Location, which must at all times meet the Minimum Site Conditions appended to <u>Exhibit B</u> hereto.• Partner shall clean and maintain the Jupe(s) and the Location(s) in accordance with the Minimum Operating Standards appended to <u>Exhibit B</u> hereto.• Partner shall ensure all Jupe(s) at the Location(s) are fully operational and available for booking by Customers at all times, unless Partner has notified Jupe that a Jupe(s) is in need of repair.• Partner shall have sole responsibility to provide Customers with access to the Jupe(s) at the Location(s), to onboard them, to handle requests and complaints and otherwise facilitate the Customer’s use of the Jupe(s) at the Location(s).• Partner shall include a Jupe-branded link to the Platform on all websites, applications and platforms in which Partner wishes to advertise the Jupe(s), including a re-direct to facilitate any bookings through the Platform.• Partner shall procure that all bookings of Jupe(s) by Customers are made via the Platform or via an OTA, except in the limited circumstances described in the Terms and Conditions.• Partner must <u>not</u> place onto, refer to or otherwise mark, the Jupe(s) with any branding, trademarks or other logos or signia. At no time may Partner represent that Partner owns the Jupe(s) or that the Jupe(s) are exclusively available at the Location(s).
Term	60 months from the Effective Date, unless terminated earlier in accordance with the Terms and Conditions (“ Initial Term ”). This Agreement will auto-renew for consecutive periods of one (1) year (each a “ Renewal Term ”), unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the applicable Renewal Term. The Initial Term, together with each Renewal Term, is the “ Term ”. Early Termination Fee: an amount that is equal to the unamortized portion of the lease fee and all move-in/out charges per Jupe as liquidated damages.
Lease Fee	One-time fee of \$5,000 per Jupe [or] Eleven (11) payments of \$500/month per Jupe.



Revenue Share and Reporting	<p>Partner shall be entitled to receive a fifty percent (50%) share of the Gross Revenue on each booking of the Jupe(s) at the Location(s) by a Customer (“Partner Share”).</p> <p>Within fifteen (15) days after the end of each calendar month during the Term, Jupe will deliver to Partner a revenue report detailing the Gross Revenue earned from each booking of the Jupe(s) at the Location(s) in such calendar month and the calculation of the Partner Share (“Revenue Report”). Jupe shall pay the Partner Share in accordance with the Terms and Conditions.</p> <p>Jupe Charges: All fees charged to Customer for a Jupe booking shall be established by Jupe and charged via the Platform or an OTA on which it is booked. Jupe may, in its sole discretion, offer rentals of the Jupe(s) to Customers on a discounted, promotional or free basis, provided that the Partner Share will be paid as if such rental were at the standard pricing at the Location. Jupe may, from time to time, impose a deposit fee on Customers, and Partner must honor such requirements. Partner shall honor all reservations regardless of rate. If the Partner denies guest check-in, Jupe will charge Partner the entire cost of the Jupe rental.</p> <p>Partner must not charge a Customer any fees for accessing and using the Jupe(s), except with the limited exception specified in the Terms and Conditions. Further, Partner must not make the Jupe(s) available for use by anyone other than a Customer that has booked through the Platform or an OTA, including any person on a free or discounted basis or otherwise.</p> <p>Deductions: If Jupe performs the Partner Responsibilities (such as cleaning the Jupe(s)), either because the Parties have agreed for Jupe to do so or because Partner has failed to perform them, then the costs incurred by Jupe in performing such Partner Responsibilities will be deducted from the Partner Share for the applicable calendar month that Jupe has performed such Partner Responsibilities. Partner shall continue to remain responsible for the Partner Responsibilities not performed by Jupe.</p> <p>Separate Services: Partner may offer to, and charge separately, the Customer for other services, such as food, drinks, experiences and other amenities separate and apart from access to the Jupe and the applicable packages, and such charges shall be entirely between the Customer and Partner and shall not form part of the revenue share calculation (“Separate Services”).</p>
Development Work	<p>If Jupe considers that development work is required in order for the Location to meet the Minimum Site Conditions, Partner shall perform such development work at its cost in accordance with Jupe’s reasonable instructions.</p> <p>If Partner has not performed the development work within forty-five (45) days, Jupe may terminate this Agreement and Partner shall immediately pay to Jupe all delivery and installation amounts paid by Jupe at the Location(s).</p>
Insurance	<p>Partner shall maintain at least a \$1 Million general commercial liability insurance policy throughout the term length.</p>



IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority have executed this Agreement, including the attached Terms and Conditions, effective as of the Effective Date.

Jupe, Inc.

XXX CUSTOMER XXX

Signature _____

Signature _____

Print name: Jeff Wilson, PhD

Print name: _____

Title: CEO

Title _____

Date: _____

Date _____