



This Commission Agreement (this "Agreement") is made by and between Elevate Island Management Limited, a company organized under the laws of The British Virgin Islands that manages The Aerial BVI ("Company"), and the Affiliate opting in at [aerialbvi.com/affiliate](http://aerialbvi.com/affiliate).

In consideration of the mutual agreements and covenants herein contained, the parties hereto agree as follows:

- 1. AGENCY:** The Company appoints the Affiliate as its agent for the following purposes: Referral booking at The Aerial BVI.
- 2. INDEPENDENT CONTRACTOR:** This Agreement shall not render the Affiliate an employee, partner, or joint venturer with the Company for any purpose. The Affiliate is and will remain an independent contractor in his or her relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Affiliate's compensation hereunder. The Affiliate shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- 3. DUTIES:** The following duties shall be assigned to Affiliate: Referral of guest reservations for The Aerial BVI.
- 4. COMMISSION:** For the Affiliate's services, the Company shall pay the Affiliate a commission percentage pre-discussed by the Company and Affiliate, of the Affiliate's total reservation per booking exclusive of service charge. Payment to Affiliate will be made when the complete and final payment has been made for the reservation to the Company.
- 5. EXPENSES:** The Company shall not be obligated to reimburse the Affiliate for any additional expenses incurred in the performance of services pursuant to this Agreement unless agreed in writing by the Company in advance.
- 6. TERM:** This agreement shall stay in force for as long as the Affiliate remains in good standing with the Company and shall continue until cancelled by either party.
- 7. CANCELLATION:** This Agreement shall stay in effect unless cancelled by either party. Company may cancel this Agreement with Affiliate at any time without prior notice. Cancellation notice by Company can be sent by email, text message, WhatsApp, or spoken vocally.

**8. MODIFICATION:** This Agreement may not be modified except by amendment reduced to writing and signed by both Company and Affiliate. No waiver of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach thereof.

**9. ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in the Affiliate's duties or commission will not affect the validity or scope of this Agreement.

**10. GOVERNING LAW; CONSENT TO PERSONAL JURISDICTION:** THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF TENNESSEE WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. AGENT HEREBY EXPRESSLY CONSENTS TO THE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF TENNESSEE FOR ANY LAWSUIT FILED THERE AGAINST THE AGENT BY THE COMPANY ARISING FROM OR RELATING TO THIS AGREEMENT.

**11. SEVERABILITY:** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

**12. HEADINGS:** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

**13. ATTORNEY FEES:** In the event that this Agreement becomes subject to litigation between the parties hereto, the parties agree that the prevailing party shall be entitled to an award of attorney's fees, costs, and the prevailing statutory interest from the other party.

**14. ADDITIONAL ACKNOWLEDGMENTS:** Both parties acknowledge and agree that: (a) the parties are executing this Agreement voluntarily and without any duress or undue influence; (b) the parties have carefully read this Agreement and have asked any questions needed to understand the terms, consequences, and binding effect of this Agreement and fully understand them; and (c) the parties have sought the advice of an attorney of their respective choice if so desired prior to signing this Agreement.

**15. FURTHER DOCUMENT:** If any other provisions or agreements are necessary to enforce the intent of this document, both parties agree to execute such provisions or agreements upon request.

**16. CONFIDENTIALITY:** The Affiliate will perform services for the Company which may require the Company to disclose confidential and proprietary information ("Confidential Information") to the Affiliate. (Confidential Information is any information of any kind, nature, or description concerning any matters affecting or relating to services for the Company, the business or operations of the Company, and/or the products, processes, or other data of the Company). Furthermore, all Intellectual Property or work created by the Affiliate pursuant to services rendered for the Company whether regarding information, techniques or tools, products, and deliverables developed for and in connection with work for the Company unless specifically excluded, evidenced in any writing, shall be the property of the Company. The Affiliate will hold the Confidential Information received from the Company in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others. The Affiliate will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by the Company. The Affiliate will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for the Company. The Affiliate will, upon the request or upon the termination of his/her relationship with the Company, deliver to the Company any notes, documents, equipment, and/or materials received from the Company or originating from its activities for the Company. The Company shall have the sole right to determine the treatment of any information that is part or project-specific received from the Affiliate including the right to keep the same as a trade secret, to use and disclose the same without prior patent applications, to file copyright registrations in its own name or to follow any other procedure as the Company may deem appropriate. The Company reserves the right to take legal action pursuant to its disciplinary action plan for violations of this agreement.