

# ANJET

## Referral Agent Agreement

### THE PARTIES TO THIS AGREEMENT ARE:

The Agent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Company: c/o BAN Consulting, dba "ANJET"  
22815 Ventura Blvd. # 152  
Woodland Hills, CA 91364

Whereas the Agent may from time to time refer potential customers to the Company for a referral fee.

The Parties agree to the following:

1. **AGREEMENT** - The referral fee shall be calculated as **10% of the gross value** of services sold by ANJET (the "Company") as a direct result of a referral. Gross value shall exclude FET (federal excise tax), passenger fees and any other aircraft fees beyond the base flight cost itself. Also, referral fees will not be paid for trips that are refunded for any reason. Subsequent sales of services to the referred customer are also subject to a referral fee. However, the fee amount may be adjusted at an amount agreed upon by both parties at a later date.
2. **FEES** - Referral fees will be paid to the Agent **no later than the 15<sup>th</sup> calendar day of the subsequent month** after the trip closes.
3. **RELATIONSHIP BETWEEN PARTIES** - The relationship between the parties shall at all times be that of independent contractors. No employment, partnership or joint venture relationship is formed by this referral agreement and at no time may the Agent position itself as affiliated to the Company, except as an independent referrer. In view of this independent relationship the Agent shall not enter into any agreements on behalf of the Company, shall make no warranty either expressed or implied on behalf of the Company and shall not incur any expenses on behalf of the Company. Furthermore, **at no time shall the Agent be deemed an "employee, officer, or otherwise" of the company nor is the promise of any of the aforementioned implied in any way.**
4. **TAXES** – Agent agrees to furnish Company with TIN (Tax Identification Number), which may be either a valid social security number (individuals) or corporate EIN (Employer Identification Number for corporate entities) upon execution of this agreement. The Company will not issue any referral agent fees otherwise. Referral agent will receive a 1099-MISC for each tax year in which they are paid

**in and will be solely responsible for payment of any and all taxes due as the result of payments received from Company.**

5. **AGENT'S RIGHTS** - This referral agreement does not grant exclusive rights to the Agent to act as referrer on behalf of the Company and the Agent shall have no rights under any other agreements entered into by the Company with other Agents.

6. **CONFIDENTIALITY** - The Agent agrees not to disclose any confidential information pertaining to the Company – including services rendered, pricing, financial or credit card information - nor that of prospective or existing clients or any individual representing the Company to any third party.

7. **TERMINATION** - Either party may terminate this referral agreement at any time by giving the other party ten (10) days prior written notice. Upon termination by either party all outstanding referral fees due to the Agent at that time shall be settled in full within thirty (30) days after notification.

8. **INDEMNIFICATION** - Each party shall indemnify, defend and hold the other party (and any other relation to the other party) harmless against any and all claims of whatsoever nature arising from misrepresentation, default, misconduct, failure to perform or any other act related to this agreement.

9. **COURT COSTS** – Should a legal matter result from the relationship between the parties, both parties agree to file in the County of Los Angeles, State of California. Both parties agree that the prevailing party shall be eligible to recover any and all courts costs and legal fees associated with the case.

This agreement constitutes the whole agreement between the parties and any alteration must be in writing and signed by both parties.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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*Agent*

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*Agent's SSN or Corporate Tax I.D. #*

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On behalf of **BAN Consulting, dba "ANJET"**

Both signatories duly warrant their authority to sign this agreement.