

## DUTIES AND Compensation 2018

### WHEREAS:

A. Acanela carries on business as a tour operator, offering various tourism related services to its clients, including but not limited to guided tours, accommodations, activities, transfers and transport; and the Ambassador has the requisite skills, knowledge and ability to deal with the guided tours, accommodations, activities, transfers and transport; and the Parties are desirous of entering into an agreement recording and regulating the terms and conditions under which the Ambassador will act for Acanela.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

### 1. APPOINTMENT

1.1 Acanela hereby appoints the Ambassador as an independent guide to operate as such on its behalf, and to render to it the services set out in clause 2.1. Nothing in this agreement shall be construed as consisting as an employment relationship in any shape or form between Acanela and the Ambassador (the Ambassador is referred in this regard to Annexure C hereto), nor shall anything in this agreement be construed as authorizing the Ambassador to incur any liability on behalf of Acanela, unless otherwise provided.

### 2. PERIOD OF THE APPOINTMENT

2.1 This appointment is to \_\_\_\_\_ (*country of travel*) from \_\_\_\_\_ (*date of travel*) and the Ambassador is required to offer guiding services and instruction daily for each of the following Acanela tour(s) and produce Content (10-15 high resolution images) that will be held and used by Acanela for promotional activity and other business development functions. The guiding services and instruction "workshops" may include any of the following morning lessons, hand-out materials, instruction in the field, assistance in the field, evening lessons, photo critiques (when applicable), post-lessons (social media, etc...). *Content to be delivered to Acanela within 2 weeks of the end of the Tour.*

**Promotion:** Ambassador is free to promote the trip as via their discretion, but we recommend following what our other Ambassadors have found successful (see Ambassador Promotion Guidelines). Acanela will promote workshop via [Ambassador Workshop Trip Page](#) 2-3 times per month to our audience (1 million email & 500 million social media). We find that the followers of an "Influencer" or Ambassador are the most likely trip participants.

**Workshop:** Ambassador will have the following responsibilities: Hosting "workshops" in the morning, afternoon, and/or evening (subject to the tour schedule and agreement between Ambassador & Acanela).

**Content:** Ambassador will post Instagram stories and Instagram feed posts (tagging @acanelaexpeditions) on their channel for Acanela to repost throughout the duration of the trip. At the commencement of the Trip Ambassador will write a review for Acanela (on Facebook/Google) and curate a short Blog Post (or Vlog) hosted on their personal website or Channel. This content will be reposted on [www.acanela.com/blog](http://www.acanela.com/blog), via email, and social (along with the 10-15 High Resolution Photos provided by Ambassador) to help promote future trips.

**Contracted Tour:** \_\_\_\_\_ (*expedition / workshop name*)

This appointment may be terminated by either party by giving the other party notice in writing to such effect, on not less than 90 (ninety) days notice, same which must be prior to the commencement date of the appointment without penalty. Cancellation within 90 days of the commencement date of the appointment by Acanela will result in a fee equal to 100% of the loss of revenue incurred by the termination. The Appointment ( trip) must have a minimum of 6 participants. If minimum is not met 60 days prior to commencement of the trip the contract will be terminated and all participants will receive a refund of all deposits and payments. Trip maximum is 16 participants (with up to 24 participants at the Ambassador's Discretion).

### **3. RATE OF PAY**

3.1 The rates applicable, as agreed below. These rates may be revised by agreement between the Parties from time to time. The Ambassador will invoice Acanela in respect of services rendered, for payment within 30 (thirty) days after completion of the tour. Acanela will be liable to pay the Ambassador the agreed rate within 30 (thirty) days from receipt of the above mentioned invoice.

- Compensation: \$1000 - \$2500
- Compensation Breakdown = \$150 /trip participant
- International Airfare (to/from Ambassador's home Airport).
- Accommodations, all activities, group meals, & group transportation is covered for the Influencer (all classic tour inclusions)
- Per Diem for extra meals is provided (As determined by Acanela)
- Trip must have a minimum of 6 participants (if minimum is not met 60 days prior to commencement of the trip the contract will be terminated)
- Trip maximum is 16 participants (with up to 24 participants at the Ambassador's discretion).

### **4. GENERAL RESPONSIBILITIES OF THE Ambassador**

4.1 The Ambassador is required to ascertain that Acanela's instructions, policy procedures and relevant information on emergencies are clearly understood and adhered to. Under no circumstances may the the Ambassador discuss with clients of the Tour Operator any of Acanela's policies, procedures or internal relations. The Ambassador is required to give his undivided loyalty to Acanela at all times when performing services for Acanela and to work in the interests of Acanela and to uphold its image at all such times. The Ambassador is required to be courteous, helpful and efficient at all times.

### **5. LOSS**

5.1 Acanela reserves the right to claim from the Ambassador the amount of any trip where the Ambassador fails to execute on the contact agreement.

### **6. NOTICES AND INFORMATION**

6.1 Any notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered personally or sent by telefax, to the Party due to receive the notice and to the address and telefax number specified below. The address ,telefax and email address of each of the Parties and the person or persons for whose attention each notice or other communication should be marked are as follows:-

Acanela: Kylie Brown Chenn  
Address: 4106 N Fremont Drive, Lehi Utah, 84043

Number: 208-507-0261  
Email: kylie@acanela.com

Ambassador: \_\_\_\_\_  
Address: \_\_\_\_\_  
Number: \_\_\_\_\_  
Email: \_\_\_\_\_

#### SCHEDULE 'B' - Secrecy and Inventions Agreement

In consideration of Acanela ("Acanela") approval of my furnishing of services under the Master Services Agreement ("Agreement") between Acanela and Ambassador, I agree to be personally bound by the following terms for Acanela's benefit:

##### 1. Law and Conflict of Interest

I warrant that my work with Acanela will not violate any law or conflict with any continuing interests or obligations I may have with my current or prior employers. During performance under the Agreement I will avoid any other activities that would present a conflict of interest regarding such performance.

##### 2. Confidentiality

I will hold in confidence all Proprietary Information I obtain from or develop for Acanela. I agree not to use Proprietary Information on my own behalf or on behalf of others, or disclose to others, at any time during or after termination of this Agreement, such information without Acanela's prior written consent. I also will not knowingly disclose to Acanela any information that is known to be secret, confidential, or proprietary to any other person or firm.

##### 3. Inventions

I agree that any inventions, suggestions, ideas, innovations or reports made or conceived by me as a result of services performed hereunder ("Inventions") shall be promptly disclosed to, and shall be the sole property of, Acanela. I will cooperate with Acanela in obtaining patents on any such Inventions and shall execute any documents tendered by Acanela to convey or perfect ownership in such Inventions. I will assist Acanela, at its expense, in any manner Acanela deems necessary to obtain, maintain or sustain such patents. Should any such Inventions be the result of combined efforts with, or the invention of any person or persons other than myself, I will so inform Acanela at the time of submission thereof. My obligations hereunder shall survive termination of this Agreement.

##### 4. Copyrights

All copyrightable material resulting from work performed during the term of the Agreement shall be deemed to be "works made for hire" under U.S. copyright law and shall belong exclusively to Acanela. If by operation of law any such copyrightable materials are not deemed works made for hire, I agree to and hereby assign to Acanela the ownership of such materials including all copyrights thereto. Acanela may obtain and hold in its own name copyrights, registrations and other protection that may be available therein and I will provide Acanela any assistance required to perfect such protection. I expressly waive any "artist's rights" or "moral rights" I might otherwise have in the materials developed under this Agreement. To the extent I cannot effectively waive such rights, I agree that I

will not seek to enforce such rights against Acanela or any licensee or purchaser of such materials from Acanela.

#### 5. Employer-Employee Relationship

In furnishing services under this Agreement, I will at all times be acting as an Ambassador. I will not be a Acanela employee and will not through this Agreement or my services be entitled to participate in or receive any benefit or right under any Acanela employee benefit or welfare plans, including without limitation, employee insurance, pension, savings and stock bonus or savings and security plans.

#### 6. IM Security Guidelines

I shall be bound by any additional password or security documents, NT guidelines, UNIX guidelines, software licenses and IM security guidelines provided by Acanela.

IN WITNESS WHEREOF, this Agreement has been executed by both parties.

My signature below indicates my agreement to be personally bound to all terms in this document.

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

Ambassador Signature: \_\_\_\_\_

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

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

Acanela Signature: \_\_\_\_\_

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