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## 服务协议 Service Agreement

本服务协议由以下双方于【2017年7月1日】签订，有效期为【1年】：

This Service Agreement, dated as of [1/7/2017], is effective for [one year] and is entered into by and between the following two parties:

委托方 (Client)： SunCro Aesthetic & Cosmetic International Co. Limited (以下简称“甲方”或“SunCro”)

市场总监(Marketing Director)： 李航

Address: Convention Plaza, 1 Harbour, Office Tower, Room 4905, Road Wanchai, Hong Kong

电话(Tel): +86-10-52278700-8815

服务提供方：康辉集团北京国际会议展览有限公司 (以下简称“乙方”)

Service Supplier: COMFORT INTERNATIONAL MICE SERVICE CO.,LTD  
(hereinafter referred to as “the Supplier”)

法定代表人(Legal Representative)： 石保栋

地址(Address): 北京市朝阳区农展馆南路 13 号瑞辰中心 1510

Address: 15F, RuiChen International Center / No13, Nong Zhan Guan South Road, Chaoyang Dist. Beijing

电话(Tel): 010-65870599

鉴于乙方具有提供会议与奖励旅游、展览展示、活动策划管理、公关传播、试乘试驾、体育营销以及高端定制等服务的经营范围、资质、能力、经验和资源；

Whereas the Supplier has the business scope, qualifications, capabilities, experience and resources for the service of conference logistics services, tailored incentive & business travels, exhibition services, event-planning & management, P.R. communications, test-drive services, sports marketing and high-end bespoke.

鉴于甲方希望乙方运用上述资质、能力、经验及专业技术，根据本协议条款和条件，向甲方提供本协议所约定的服务；

Whereas SunCro wishes to engage the Supplier to make use of the above-mentioned qualifications, capabilities, experience and expertise to provide the services hereunder in accordance with the terms and conditions under this Agreement;

因此，双方经协商一致，达成具体条款如下：

Therefore, both parties reach the following agreement after amicable discussions with each other:

## 一、 服务内容及进度 **Service Scope & Schedule**

1.1 甲方委托乙方提供的服务具体内容详见附件一。

The Service Scope of the Supplier is stipulated in Exhibit I attached hereto.

## 二、 服务费 **Service Fee**

2.1 乙方提供该服务，甲方应向乙方支付服务费。该服务费包含乙方完成该服务所需之所有相关劳务费用、餐费、交通费用、管理等与该服务之准备及实施有关的其他一切费用。费用的详细构成以及付款方式详见报价单，该报价单经双方适当签署后作为本协议附件二。

SunCro shall pay the Service Fee to the Supplier for its provision of the Services. The Service Fee shall include the costs and expenses for the labor, meals, transportation, and administration necessary for the provision of the Services as well as all other fees, costs and expenses in relation to the preparation and performance of the Services. The detailed breakdown of the Service Fee and the payment terms thereof shall be specified in the Quotation, which shall be Exhibit II hereto after it is duly signed by both parties.

2.2 甲方将不就乙方提供该服务向乙方支付其他任何费用。

SunCro shall not pay any other monies to the Supplier for the Services hereunder.

2.3 甲方向乙方做出任何支付的前提是乙方已经完全而适当地履行了付款日前其本协议项下的义务。受限于前述约定，甲方将在收到乙方的合法有效的发票后 45 天内向乙方支付其服务费。

SunCro will only pay the Supplier on the condition that the Supplier has performed, in a complete and appropriate manner, all of its obligations hereunder up to the payment date. Subject to the preceding provision, SunCro shall make the payment to the Supplier within thirty (45) days after its receipt of the legal Fapiao from the Supplier.

### 三、 乙方的责任和义务 Obligations of Supplier

- 3.1 乙方应保证具有履行本协议项下服务的经营范围和许可证,并不会因此而给甲方造成任何损失或伤害。

The Supplier warrants that it has the business scope and licenses necessary for performing the Services hereunder and warrants that it shall indemnify SunCro for and keep SunCro harmless from any losses and damages caused thereby.

- 3.2 乙方应按照乙方所在行业或产业内最高标准,以工艺娴熟高超的方式以及与甲方项目的有秩序的进展相符合的速度由经过专业训练的、有资质的、富有经验的人员尽快实施其服务。

The Supplier shall perform the Services in a workmanlike and competent manner in accordance with the highest professional standards in the Supplier's trade or industry by professionally-trained, qualified and highly experienced people as expeditiously as is consistent with the orderly progress required by SunCro for its projects.

- 3.3 乙方应按照本协议的约定或甲方的指示及时到达指定地点完成各项服务。

The Supplier shall get to the designated site in time and perform the Services in accordance with this Agreement or the instructions of SunCro.

- 3.4 乙方应指派其所正式雇佣的人员负责该服务。乙方应将其指定的提供服务的人员名单,报请甲方核备,未经甲方书面同意,乙方不得对该等人员进行变动或替换。经甲方同意的名单作为本协议之附件三。

The Supplier shall assign people officially employed by the Supplier to take charge of the Services hereunder. The Supplier shall submit to SunCro for review and record the name list of the employees to be assigned for the Services. Without the written consent of SunCro, the Supplier shall not change or replace any of the assigned employees. The name list of the assigned employees shall be Exhibit III hereto.

- 3.5 服务期间,乙方应对其财物(包括甲方向乙方提供的财物)及人员的安全负责(包括材料、工具、设备、器材、工作人员、第三人等),并应自费对其财物和人员投保相关保险。若发生任何可归责于乙方的安全事故,乙方应承担全部责任。

During the performance of the Services, the Supplier shall be liable for the safety of its property (including those provided by SunCro for the Supplier) and people (including the materials, tools, equipment, apparatuses, staff and third parties, etc.) and shall effect, at its own cost, the relevant insurances for its property and people. In



case any safety accidents occur for reasons attributable to the Supplier, the Supplier shall be solely and fully liable.

- 3.6 由甲方提供或付款的任何说明、制图、图表、信息、数据、工具以及其他材料应：
- (1)予以保密；(2)由甲方持有或为甲方财产；(3)乙方专门为甲方而使用；(4)明确标志为甲方财产并在不使用时予以隔离；(5)乙方承担费用，维持其良好工作状态；并且(6)按甲方指令即时运送给甲方。乙方应确保甲方的财产，并且对乙方占有或控制期间所发生的正常损耗之外的损失或损害，承担责任。

Any specifications, drawings, schematics, information, data, tools and other materials furnished or paid for by SunCro shall: (i) be kept confidential; (ii) remain or become SunCro's property; (iii) be used by the Supplier exclusively for SunCro; (iv) be clearly marked as SunCro's property and segregated when not in use; (v) be kept in good working condition at the Supplier's expense; and (vi) be shipped to SunCro promptly on demand. The Supplier shall insure SunCro's property and be liable for loss or damage while in the Supplier's possession or control, ordinary wear and tear excepted.

#### 四、 违约责任 **Liability for Breach of Contract**

- 4.1 若乙方未能在规定的服务期限内完工，则每逾期壹日应支付其总服务费之 2 %作为违约金，因为甲方的原因造成的逾期除外。该等违约金，由甲方在向乙方支付服务费中自行扣除或向乙方追缴。

In case the Supplier fails to complete the Services within the stipulated period, the Supplier shall pay SunCro as penalty 2 % of the total Service Fee hereunder for each day's delay, unless the delay is caused for reasons attributable to SunCro, and SunCro may deduct the penalty directly from the payment to be made to the Supplier (if any) or otherwise claim from the Supplier.

- 4.2 除非本协议另外约定，乙方在提供服务过程中有违约行为的，应向甲方支付人民币壹拾万元作为违约金，如该等违约金不足以支付因此而给甲方造成的损失，乙方还应对不足部分进行补偿。

Unless otherwise specified hereunder, in case there is any violation by the Supplier of any provisions hereunder, the Supplier shall pay SunCro RMB 100,000 Yuan as penalty; in case the penalty is not sufficient to cover the losses caused to SunCro, the Supplier shall further compensate SunCro for the difference.

#### 五、 保密 **Confidentiality**

5.1 在协议履行期间,乙方可能会获得甲方的机密信息以及任何有关商业、市场、技术、科技及由甲方透露的其他信息,该信息在被告知时,就被指定为机密信息(或类似的指定)、在秘密环境下告知、或能够被乙方通过运用合理的商业判断认为是机密信息。乙方应对甲方的机密信息保密,并且不应在协议履行期间和履行后,没有甲方事先的书面同意:(a) 泄露或透露甲方的机密信息或其中任何部分给第三方,但因该第三方职责使其有理由获知甲方的机密信息和与乙方有相同保密义务的除外,或者(b) 为自身或任何第三方利益使用甲方的机密信息。以上所称保密义务不适用于下列信息:乙方可以证明(通过出示书面记录)其在甲方透露之前已经知道,或者已经被乙方通过其他有合法权利泄露该信息的渠道(除了甲方)合法获得,或者现在或将来不因乙方过错泄露或使用甲方的机密信息而公开可以获得。

During the term of this Agreement, the Supplier may acquire SunCro Confidential Information, which means information relating to any business, marketing, technical, scientific or other information disclosed by SunCro, which, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Supplier, exercising reasonable business judgment, to be confidential, the Supplier shall treat SunCro's Confidential Information as confidential and shall not, during the term of this Agreement or thereafter, without the prior written consent of SunCro: (a) reveal or disclose SunCro's Confidential Information, or any part thereof, to any third party other than to those employees of the Supplier whose duties justify their reason to know SunCro's Confidential Information and who have the same obligation of nondisclosure as the Supplier, or (b) use SunCro's Confidential Information for its own benefit or the benefit of any third party. The obligations of confidentiality stated above do not apply to any information: which the Supplier can demonstrate (by showing its prior written records) was known to it before the time of its disclosure by SunCro, or which is or has been lawfully obtained by the Supplier from another source (other than SunCro) having a legal right to disclose such information, or which is now or subsequently becomes publicly available through no fault of the Supplier disclosing or using SunCro's Confidential Information.

5.2 乙方如违反第 5.1 款的约定,应向甲方支付人民币壹拾万元作为违约金,如该等违约金不足以弥补因此而给甲方造成的损失,乙方还应对不足部分进行补偿。

In case the Supplier violates its obligations under Article 5.1, the Supplier shall pay



RMB 100,000 Yuan to SunCro as penalty, and if the penalty is not sufficient to cover the losses caused to SunCro, the Supplier shall further compensate SunCro for the difference.

## 六、 知识产权 Intellectual Property Right

6.1 乙方应保证甲方不至于因使用乙方的服务而引起的在专利权、著作权以及其它知识产权方面，发生针对甲方的任何第三方的索赔。

The Supplier shall indemnify SunCro for and hold SunCro harmless from any claims from any third party against SunCro for using the Supplier's Services in patent, copyright and other intellectual property.

6.2 乙方同意，在其履行本协议项下服务的过程中，由乙方单独或者与他方合作的所有原创、发明、改进、开发的成果和乙方孕育或做出的发现，以及其中的或与其有关的所有的专利、著作权、商业秘密、商标和其他知识产权（以下总称“开发产品”），应为甲方独家占有。乙方同意向甲方全部转让（或促成转让）该等开发产品，并于此向甲方转让该等开发产品。

The Supplier agrees that all works of authorship, inventions, improvements, developments, and discoveries conceived, made, or discovered by the Supplier, solely or in collaboration with others, in the course of its performance of the Services hereunder as well as all patents, copyrights, trade secrets, trademarks, and other intellectual property rights therein and thereto (collectively, "Developments"), are the sole property of SunCro. The Supplier agrees to assign (or cause to be assigned) and does hereby assign fully to SunCro all such Developments.

6.3 甲方根据本协议向乙方提供的所有材料，其所有权以及与其相关的知识产权归甲方所有。本协议终止后，乙方应在 7 天内将上述材料归还甲方。以电子文档形式提供的材料，乙方应当予以销毁，并向甲方提供该等材料已经销毁的证明。

## 七、 协议的终止 Termination

7.1 本协议在其有效期自然届满之前可按下列方式终止：

This Agreement may be terminated as follows prior to its expiration of its term:

- (1) 在甲方与乙方共同签订表示双方希望终止本协议的书面文件后终止；  
Mutually, by SunCro and the Supplier upon execution of a signed document

indicating the Parties' desire to terminate this Agreement;

- (2) 当乙方在履行其本协议项下的义务过程中已实质性违约时由甲方向乙方发出书面通知指出其违约行为并单方面终止本协议,其条件是乙方在收到此通知后 7 天之内未以合理的方式以及适当的速度对实际的违约行为进行补救,或者尚未开始补救;

Unilaterally, by SunCro upon delivery of a written notice to the Supplier indicating that the Supplier has materially defaulted in the performance of its obligations under this Agreement, provided that the Supplier has not cured, or has not commenced to cure in a reasonable manner and with due speed, the material default within seven (7) days of receipt of such notice;

- (3) 在乙方进入破产(或类似程序)或解散(不论解散是自愿或他方行为的结果)的情况下,由甲方通过提出单方面终止本协议的意愿后单方面终止。

Unilaterally, by SunCro indicating the intention to so unilaterally terminate this Agreement, in case of bankruptcy (or similar proceedings) or dissolution (whether the dissolution is voluntary or is the result of an act of a third party) of the Supplier.

- 7.2 尽管本协议可能有不同的规定,甲方可以以提前 30 天书面通知的形式随时终止本协议,而无需承担任何责任。对于本协议因此而终止前乙方已经提供的符合本协议约定的服务,甲方将支付相应的费用。

Notwithstanding any other different provisions hereunder, SunCro may terminate this Agreement anytime by giving a thirty (30)-day prior notice to the Supplier without assuming any liabilities. SunCro shall pay the Supplier for services, which comply with the provisions hereunder, provided by the Supplier up to the termination.

## 八、 不可抗力 Force Majeure

- 8.1 不可抗力是指地震、台风、水灾、火灾、战争或其它不能预见,对其发生和后果不能防止或避免的事件。如果有一方认为不可抗力发生并影响其履行本协议义务,应在不可抗力事件发生后七(7)天内书面通知另一方。按照事件对履行协议影响的程度,由双方协商决定是否终止协议或者部分免除履行协议的责任,或者延期履行协议。

Force majeure refers to earthquake, typhoon, flood, fire, war and other events whose occurrence is unpredictable, unpreventable and avoidable. If one party feels that its



performance of its obligations hereunder is affected by a force majeure event, it shall notify the other party in writing within seven (7) days from the occurrence of the event. Both parties shall discuss, in accordance with the impact of the event upon the performance of this Agreement, to decide whether to terminate this Agreement or to partially exempt or to postpone the performance of the obligations hereunder.

8.2 当不可抗力发生时,任何一方都不能被视作是违约或不履行本协议义务。

Upon the occurrence of a force majeure event, neither party shall be deemed in default or failing to perform the obligations hereunder.

#### 九、 法律适用及争议的解决 **Applicable Law & Dispute Resolution**

本协议的形成、效力、解释、签署、修改及终止均受中华人民共和国法律管辖。一旦双方就本协议 发生任何争议, 双方应本着友好的态度协商解决; 若协商不成, 争议应提交中国国际经济贸易仲裁委员会根据其现时有效的仲裁规则在上海进行仲裁。仲裁裁决是终局的, 对双方均有约束力。

The formation, validity, interpretation, execution, amendment and termination of this Agreement shall be governed by the laws of the People's Republic of China. In the event of any dispute in relation to this Agreement, both parties shall attempt to resolve such dispute through friendly consultations. If the consultations fail, the dispute shall be submitted to China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration in Shanghai in accordance with its applicable rules of arbitration, whose award shall be final and binding on both parties.

#### 十、 不得转让 **Non-Assignment**

未经甲方书面同意, 乙方不得将本协议或因本协议而产生的任何权利或义务转让给他方。

The Supplier shall not assign this Agreement or any right or obligation arising from and under this Agreement to any third party without the written consent of SunCro.

#### 十一、 其它 **Miscellaneous**

10.1除非本协议另外约定, 协议履行期内, 甲乙双方均不得随意变更或解除协议。

During the term of this Agreement, neither party shall unilaterally amend or terminate this Agreement, unless otherwise specified hereunder.



10.2根据本协议的要求发给协议双方的通知或其他通讯应使用英文书写，送达方式可以为专人送达或邮寄或特快专递或传真至各方的下列地址，或该方通过通知另一方不时指定的其它地址。通知生效的时间应按下列方式确定：

Notices or other communications required to be given to any party pursuant to this Agreement shall be written in English and delivered in person or sent by mail, courier or facsimile to the address of the party set forth below, or to such other addresses as may from time to time be designated by the party through notification to the other party. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

- (1) 专人送达的在送达的当天生效；Notices delivered by person shall be deemed as being effectively given on the date of personal delivery.
- (2) 通过挂号邮寄，或预付邮资方式送达的在寄出后（以邮戳为准）的第七天生效；将通知交给国际上认可的特快专递公司的，在通知递交给该公司后的第四天生效；Notices delivered by mail shall be deemed as being effectively given on the seventh day after the date mailed (as indicated by the postmark) by registered airmail, postage prepaid, or on the fourth day after delivery to any internationally recognized courier service.
- (3) 通过传真发送的通知在发送日的下一个工作日生效，发送日以题述文件的发送确认单上标明的日期为准。Notices delivered by facsimile shall be deemed as being effectively given on the first business day following the date of transmission, as indicated on the transmission confirmation slip of the document in question.

甲方(Party A): SunCro Aesthetic & Cosmetic International Co. Limited

地址(Address): Convention Plaza, 1 Harbour, Office Tower, Room 4905,  
Road Wanchai, Hong Kong

联系人(Contact): 李航

乙方(the Supplier): 康辉集团北京国际会议展览有限公司

COMFORT INTERNATIONAL MICE SERVICE CO.,LTD

地址(Address): 北京市朝阳区农展馆南路 13 号瑞辰瑞辰中心 1510  
15F, RuiChen International Center / No13, Nong Zhan Guan South Road,  
Chaoyang Dist. Beijing

邮政编码(Post Code): 100125

联系人(Contact): 关剑

10.3 本协议构成双方之间就该服务的最终和完整的协议，且代替双方之间关于该服务的所有的其他的先前的协议和/或安排。

This Agreement and all its exhibits constitute the final and entire agreement of the parties in relation to the Services hereunder and replace all other prior agreements and/or arrangements between the parties on the Services.

10.4 甲方和乙方共同参加本协议的谈判和起草。如果对协议的意图或解释有任何争议或问题产生，本协议应视为甲方和乙方共同起草的，不可因协议某条款事实上是由一方起草的而对其做出有利或不利的解释。

SunCro and the Supplier have participated jointly in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by SunCro and the Supplier and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

10.5 乙方系一独立的承包方，其非甲方的代理或雇员，因此，未经甲方授权，不得代表甲方做出任何行为。

The Supplier is an independent contractor and is not an agent or employee of SunCro. Therefore, the Supplier shall not perform any actions on behalf of SunCro without the authorization of SunCro.

10.6 本协议任何一方权利、补救措施、权力或特权的迟延行使或不能行使均不视为相关权利的放弃。权利、补救措施、权力或特权的单独或部分行使不排除相关权利的其他部分行使或继续行使，也不排除其他权利、补救措施、权力或特权的行使。

No failure or delay in the exercise, by either party, of any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

10.7 本协议内的条款和章节的标题只是作双方参考条款所含内容之用。所有的有关条款、章节的指示只是对条款、章节的指示，除非另外指明。

The article and section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this



Agreement. All references herein to "Articles" and "Sections" shall be deemed to be references to Articles or Sections hereof unless otherwise indicated.

10.8 协议如有未尽事宜，须经双方共同协商，做出书面补充规定，补充规定与协议具有同等效力。

The parties hereto may supplement through negotiation for matters not covered herein by written instrument, which shall be equally authentic as this Agreement.

10.9 本协议的附件为本协议不可分割的部分，并且与本协议的条款具有同等效力。

The exhibits hereto are an integral part of this Agreement and shall have the same legal force.

10.10 本协议用中文和英文写成，两种文字具有同等效力。

This Agreement shall be written in Chinese and in English. Both versions shall be equally authentic.

10.11 本协议正本一式三份，甲方执两份，乙方执一份，经双方授权代表签字并加盖公章后生效。

This Agreement shall come into force after it is signed by the authorized representative and chopped by the corporate seal of each party. This Agreement shall be made into two copies, and each party shall hold one copy.

兹以为证，协议双方授权其代表在本协议下述时间，签署本协议。

**In witness thereof**, each party hereto has caused its duly authorized representative to execute this Agreement as of the date set forth below:

甲方 (Client): SunCro Aesthetic & Cosmetic International Co. Limited

授权代表 (Authorized Representative): 李航

职位 (Position): 市场总监 (Marketing Director)

签字 (Signature):

日期 (Date):

乙方: 康辉集团北京国际会议展览有限公司

Supplier: COMFORT INTERNATIONAL MICE SERVICE CO., LTD

授权代表 (Authorized Representative): 关剑

职位 (Position): 运营总监

签字 (Signature) :

日期(Date):



附件一：服务内容

Exhibit I. Service Scope

附件二(Exhibit II):

**报价单 (服务费构成以及付款方式)**

**Quotation (Breakdowns of the Service Fee and Payment Terms)**



附件三(Exhibit III):

服务项目的人员名单

Name List of Personnel Assigned by Supplier