

# Service Contract 服务合同

Contract Number/合同号: 2021-1017-PSM-CCT

This BJ Dealer convention Contract (the "Contract") is made as of 19th Mar 2021 by and between:

本 DS 经销商大会服务合同（简称合同）由下列双方于 2021 年 3 月 19 日签署：

**Party A: PSA (SHANGHAI) MANAGEMENT CO., LTD.,**

甲方: 标致雪铁龙（上海）管理有限公司

(hereinafter referred to as "Party A")

(以下简称“甲方”)

And:

和:

**Party B: COMFORT INTERNATIONAL M.I.C.E. SERVICE CO., LTD**

乙方: 康辉集团北京国际会议展览有限公司

(hereinafter referred to as "Party B")

(以下简称“乙方”)

Party A and Party B are referred to as "One Party" respectively and as "the Parties" collectively hereinafter.

甲方和乙方以下单独称“一方”，合称“各方”。

## Article 1/第1条 – General Provisions/通用条款

### 1.1 Introduction /总则

Both Party A and Party B sign this contract after reaching unanimity through consultation in line with the principle of equality and mutual benefit and good faith under the Contract Law of the People's Republic of China and the relevant laws. 甲乙双方依据《中华人民共和国合同法》及相关法律，本着平等互利、诚实信用原则，经协商一致，共同签署本合同。

Both Party A and Party B guarantee to have (i) the requisite qualifications or credentials under the law for signing this contract and (ii) the capability of fulfilling their obligations under this contract. 甲乙双方均保证具有符合法律规定的资格或资质签署本合同，并有能力履行本合同约定的义务。

### 1.2 Introduction /简介

On the basis of the quotations by Party B as stated in Annex I, Party A purchases the cargos and/or services referred to in Article 3 below (the "Services"). The terms and conditions, prices and technical instructions under this contract shall prevail in case of any conflict between any provisions in Party B's quotations and the provisions under this contract.

基于附件一中所述之乙方报价，甲方购买下文第3条所述之货物和/或服务（“服务工作”）。若乙方报价中规定的任何条款与本合同的条款相冲突时，以本合同的条款及条件、价格、技术说明为准。

### 1.3 Governing Language /适用语言

This contract is written in both Chinese and English Language and both versions shall be equally authoritative, it being acknowledged by the parties that these versions are consistent in all material respects.

本合同以中英两种语言书写，两种文本具有同等效力。各方承认两种文本在所有实质方面一致。

All correspondence and other documents relating to this contract between the Parties shall be written in English or in Chinese, and the other party shall prepare the said documents in both English and Chinese at the request of One Party if necessary.

各方关于本合同的所有往来函件和其他文件均应以英文或中文书写，但在需要时，经一方要求，另一方应以两种语言书写以上文件。

## Article 2 / 第2条- Period of the contract/合同期限

1. Period of the contract
1. 合同期限

The period of the contract shall be from 2021.3.23 to 2021.3.24. If the service duty is incomPLETED by end of this period, the termination of service period shall be automatically continued in the following calendar year till all obligation is completed.

本合同期限为 2021 年 3 月 23 日至 2021 年 3 月 24 日。如果双方在本合同下的义务在服务期限内未能履行完毕，则服务期限自动延续至双方在合同下的义务履行完毕为止。

#### Article 3/ 第3条 - Scope of the contract / 合同范围

1. Party B agrees to provide Party A with the following Services under this contract:  
乙方同意根据本合同向甲方提供下列服务工作：

Including but not limited to airport pick-up service, meal arrangement, KV Design & Production, purchase materials, Photographer & Cloud Album .

包括但不限于接机服务、用餐安排、制作物、物料采购、摄影摄像服务

The specific service items/content of the aforesaid Services and KPI are detailed in Annex I. Party B shall provide Party A with the Services in accordance with this contract and the specific content of services under Annex I.

上述服务工作的具体服务项目/内容和 KPI 详见附件一。乙方应根据本合同的规定以及附件一的具体服务内容向甲方提供服务工作。

#### Article 4 / 第4条- Contract Price / 合同价格

1. The contract price includes: 194920.00 RMB (incl. 6%VAT)  
1. 合同总价包括：194920 元(含 6%增值税)

Both parties agreed that for possible tax rate adjustments, price excluding tax remains unchanged.  
双方约定，涉及到可能的税率调整，未含税价格保持不变。

#### Article 5 / 第5条- Terms of Payment / 支付条款

1. Payment currency: Renminbi.

1. 付款币种：人民币。

2. Confirmation of expenses:

2. 费用确认：

In regard to the Charge Details of work that are furnished by Party B in writing or by e-mail, Party A shall confirm the reports within fourteen working days of the receipt at the latest.

对于乙方以书面或电子邮件形式提供的费用明细（结算单），甲方最迟应在收到后 14 个工作日内进行确认。

3. Method of payment: Remittance

3. 付款方式：汇款

After Party A confirms the Charge Details, Party B will issue an invoice within 7 working days, and Party A will pay the full amount before the end of the month following the invoice date after receiving the invoice and confirming that it is correct.

待甲方确认活动费用结算后，乙方于 7 个工作日内开具发票，甲方收到发票并确认无误后于发票日期的次月月底前支付费用全款。

4. The bank account information of Party B:

4. 乙方银行账户信息：

开户银行：【交通银行北京团结湖支行】

开户名称：【康辉集团北京国际会议展览有限公司】

银行账号：【1100 6074 4018 0100 4979 6】

## Article 6 / 第 6 条- Final Acceptance/验收

1. The Services must be inspected and accepted within the time limit as stipulated in this contract.

1. 服务工作必须在本合同规定的时间期限内进行验收。

## Article 7 / 第 7 条- Applicable Law and Arbitration /适用法律和仲裁

1. The Chinese law applies to this contract.

1. 本合同适用中国的法律。

2. The Parties shall resolve all disputes arising from the performance of this contract or relating to this contract through amicable negotiations. If the negotiations fail, the dispute shall be submitted to arbitration within three (3) months after One Party presents the dispute. In respect of the arbitration, a final award shall be made by the China International Economic and Trade

Arbitration Commission (CIETAC) in accordance with the effective arbitration rules at the time of applying for the arbitration. The arbitration shall be conducted by one (1) arbitrator in Shanghai. The arbitration language shall be Chinese. The arbitration award shall be final and binding on the Parties; the parties agree to be bound by the arbitration award and shall act according to the provisions of this award. The cost of the arbitration shall be borne by the losing party. In any arbitration proceedings, in any legal proceedings to enforce the arbitration award and in any legal action taken by the parties under this contract or relating to this contract, each party expressly waives the plea of sovereign immunity and the plea on the grounds of the fact or claim that the party represents the government or serves as a government agency or department.

2. 各方应通过友好协商解决因本合同的履行所引起的或与本合同有关的所有争议。如无法协商解决，则应在一方提出争议之日起三（3）个月内将该等争议提交仲裁。仲裁应由中国国际经济贸易仲裁委员会（“贸仲委”）按照申请仲裁之时有效的贸仲委仲裁规则通过仲裁作出终局裁决。仲裁应由一（1）名仲裁员进行，仲裁地点为上海。仲裁语言为中文。仲裁裁决为终局裁决且对各方均具有约束力，各方同意受该等仲裁裁决约束并应按其规定行事。仲裁费用应由败诉方承担。在任何仲裁程序、旨在强制执行仲裁裁决的任何法律诉讼程序以及各方之间根据本合同进行的或与本合同有关的任何法律行动中，每一方明确放弃主权豁免抗辩及以该方为政府方、政府机构或部门的事实或主张为由进行抗辩。

#### Article 8 / 第8条- Liabilities and Indemnity / 责任和赔偿

1. Any party that violates the Contract shall have the obligation to indemnify the losses directly caused to the observant party. In case of both parties breach the Contract, each party shall undertake the responsibility for its part of default.

1. 任何一方违反本合同应有义务向守约方赔偿其实际蒙受的直接损失。如双方均违约，每一方应对其违约部分负责。

2. Party A shall pay Party B the service fees on due time according to the provisions hereunder. Party B shall have the right to suspend the service for Party A if Party A fails to pay related fees to Party B for more than 60 overdue days. Meanwhile, Party A shall pay the liquidated damage based on the standard of 0.5% of the unpaid payment for each overdue day, and compensate the losses caused to Party B.

2. 甲方须按照本合同规定按时支付乙方服务费用，如甲方逾期 60 日仍未支付相关费用的，则乙方有权中断对甲方的服务。同时甲方须每天按照未付款金额千分之五的标准支付违约金并赔偿乙方因此遭受的损失。
3. Party B shall guarantee to provide Party A with the service stipulated in Article 3 of the Contract as agreed hereunder. If Party B's service quality and effect fail to meet the standards agreed herein, Party B shall on timely basis adopt remedial measures within 7 workdays after receiving Party A's written notice. If such service cannot be remedied, and has caused economic losses or negative effects to Party A, Party A shall have the right to deduct the payment to Party B according to the actual situation. The specific deduction amount shall be determined by both parties through negotiation.
3. 乙方应保证按合同的约定向甲方提供合同第 3 条规定的服工作，如乙方的服务质量和效果未能达到本合同约定的标准，应在收到甲方的书面通知后 7 个工作日内及时采取相应的补救措施；若无法补救，且对甲方造成了经济损失或负面影响，甲方有权酌情对乙方的付款进行扣减，具体金额由双方商议确定。
4. All the documents/drafts written by Party B for Party A or the services provided by Party B to Party A shall not be published or implemented on the media without final confirmation by Party A. If Party B publishes the documents/drafts or takes any action that could cause damages to Party A without Party A's final confirmation, Party A shall have the right to demand Party B to rectify, remedy, eliminate the affections and make economic compensations on timely basis.
4. 所有乙方为甲方撰写的稿件或为甲方提供的任何服务，必须经甲方最终确认后方可上媒体上刊登或执行，如乙方未经甲方最终确认而擅自对外刊登稿件或作出任何有损于甲方的行为，甲方有权要求乙方及时纠正、补正、消除影响及经济补偿。

#### **Article 9 / 第 9 条- Force Majeure / 不可抗力**

1. In the event that all of the Contact or part of the Contract cannot be implemented or have to be postponed for implementation due to flood, fire, earthquake, drought, war or other events that cannot be foreseen, controlled, avoided or

conquered by the affected Party, the Party shall not be obliged for it. However, the Party affected by force majeure shall notify the other Party in written form as soon as possible after the occurrence of such event, and send the force majeure certificate issued by related governmental institution to the other Party within 15 days after the occurrence of such force majeure.

1. 由于水灾、火灾、地震、干旱、战争或相关一方无法预见、控制、避免或克服的其他事件导致不能或延迟履行本合同的全部或部分，该方不负责任。但是，受不可抗力事件影响的一方须尽快将发生的事件书面通知其他方，并在不可抗力事件发生后15天内寄出有关政府机构出具的不可抗力事件的证明。

#### Article 10 / 第 10 条-Termination /终止

1. If one Party cannot complete or implement any of the obligations hereunder, and fail to correct its nonperformance within sixty (60) days after receiving the written notice demanding it to correct its nonperformance behavior by the other Party, the non-breaching Party shall be entitled to terminate this Contract.  
1. 如果一方未能完成或履行其在本合同项下的任何义务，并在收到另一方说明其相关违约行为并要求其纠正的书面通知后六十（60）日内仍未纠正其违约行为的，非违约方有权终止本合同。
2. The termination of the Contract shall not relieve any Party from implementing any of the due obligations upon termination.  
2. 本合同的终止并不解除任何一方履行其在终止时所应履行的任何义务。

#### Article 11 / 第 11 条-Confidentiality /保密

##### 1. Confidential information

##### 1. 机密信息

In accordance with this Contract, the parties may come into contact with the confidential information of the other party ("confidential information"). In this Contract, the "Confidential Information" of one Party ("Disclosure Party") shall refer to the information, creation, data or other matters disclosed to the other Party ("Receiving Party") in oral, written or other form, and reasonably deemed as confidential or special under the then condition. The confidential information shall not include: (a) the information already mastered by the Receiving Party when disclose the information to the Receiving Party, (b) the information already become or to be become a part of public knowledge not due to the Receiving Party's act or omission; (c) the information obtained by the Receiving Party from unrelated third party which has no duty of confidentiality, or (d) the information independently developed by the Receiving Party.

根据本合同，各方有可能接触到其他方的机密信息（“机密信息”）。本合同中，一方（“披露方”）的“机密信息”是指该方以口头、书面或其他形式披露给另一方（“接收方”）的、根据当时情况可被合理认定为具有机密性或专有性的信息、创意、资料或其他事项。机密信息不包括：(a) 在向接收方披露时已为接收方掌握的信息，(b) 并非由于接收方的作为或不作为而成为或即将成为公知领域一部分的信息，(c) 接收方自无保密义务的无关联的第三方处获得的信息，或(d) 接收方独立开发的信息。

## 2. Limitations on use

### 2. 使用限制

The use of the confidential information of the Disclosure Party by the Receiving Party shall be limited within the acts for promoting the implementation of the Contract or the acts stated in the Contract. Unless otherwise regulated, the Receiving Party shall not disclose the confidential information of the Disclosure Party to any Third Party. The Receiving Party shall strictly keep the confidential information of the Disclosure Party in secret, and shall treat such confidential information with to the same degree of treating its own special information of the same property or sensitivity, and shall be no less than rational degree according to actual situations. Any Party that notices the act of abusing or misusing other Party's confidential information shall immediately notify the other Party in written form. Any Party herein may disclose the terms and conditions hereunder in any of the following situation: (a) as demanded by law; (b) disclose to the legal counsel in secret; (c) disclose to the accountant, bank, financing institution and their counsels in secret; and (d) disclose due to the implementation of any of the right of the Contract or the provisions hereunder. 接收方使用披露方的机密信息以推动本合同和本合同所述活动为限。接收方不得将披露方的机密信息披露给任何第三方，但本合同另有规定的除外。接收方应对披露方的机密信息严格保密，至少达到对待自己同等性质或敏感性的专有信息的注意程度，但根据情况不得低于合理的注意程度。任何一方一旦发现滥用或误用其他方机密信息的行为，应立即书面告知其他方。在下列情况下，每一方可在以下情形下披露本合同的条款和条件：(a) 法律要求；(b) 向法律顾问秘密披露；(c) 向会计师、银行、融资机构及其顾问秘密披露；及(d) 在执行本合同或本合同项下任何权利时披露。

## 3. Return of Information

### 3. 资料返还

After the termination of the Contract, all parties (as receiving parties) shall return the confidential information in all forms (including electronic form) of the Disclosure Party to the Disclosure Party, or destroy such confidential information according to the Disclosure Party's decision and provide the written certificate of destroying the confidential information to the Disclosure Party.

本合同终止后，（作为接收方的）各方应立即将披露方的所有有形（包括电子形式）机密信息返还给披露方，或根据披露方的决定销毁该等机密信息，并向披露方提供机密信息销毁的书面证明。

## 4. Party B shall provide planning, scheme, exhibition appliances and materials and service

results in accordance with the Contract. The ownership and intellectual property right shall belong to Party A after Party A made full payment of the Contract fees, and Party B shall maintain the right of signature and the exhibition right for the purpose of self-propaganda.

4. 乙方依据本合同提供的策划、方案、展具物料和服务成果，其所有权、知识产权在甲方付清全部合同费用后归属于甲方，乙方保留署名权与为自身宣传而使用的展示权。

#### **Article 12 / 第 12 条- Miscellaneous /其它**

1. Party B agrees to provide all documents as required in the attachments. Unless otherwise agreed, the written confirmation methods agreed herein by both Parties include: e-mail, fax and paper notices or letters. The above methods shall be the effective forms for confirming related matters during the implementation of the project within the effective term of the Contract. And the information conveyed through above three kinds of methods is the real intention of both Parties. Both Parties shall be responsible for the authenticity and effectiveness of the contents expressed through above methods.

1. 乙方同意按附件中的要求提供所有文件。双方一致认可如无特别约定，则本合同中约定的书面确认方式包括：电子邮件、传真以及纸质书面通知或函件。以上几种方式在本合同履行期内作为项目执行过程中沟通并确认相关事项的有效形式，且通过上述三种方式传达的是双方真实意思表示。双方均需对通过以上方式表达的内容的真实性及有效性负责。

2. Party A shall have the right to determine to transfer any and all rights and obligations in the Contract and hereunder to a Third Party legal entity designated in written form.  
2. 甲方应有权自行决定将本合同及其在本合同中的任何及所有权利和义务转让给其书面指定的第三方法律实体。

#### **3. Intellectual Property**

##### **3. 知识产权**

The intellectual property of the materials provided by Party A to Party B shall belong to Party A.

甲方向乙方提供的资料，其知识产权归甲方所有。

The intellectual property and related rights of the working results (including the designs, articles, videos, pictures and texts) produced and created by Party B for the implementation of the Contract shall belong to Party A's ownership. Party B shall not use these results for other purposes outside the scope agreed herein. Party B shall guarantee that the use of aforementioned results by Party A or Party A's clients shall not infringe the legal rights of any Third Party. In case of any legal disputes, Party B shall be responsible to solve it and undertake all the responsibilities. Party B shall not have any rights to the trademarks and logos of Party A and any other related enterprises to Party A. The implementation of the Contract shall not authorize Party B with any of

abovementioned rights or interests. Apart for the purpose of implementing this Contract, Party B shall not use the trademarks, trade names, markings or patterns on any propaganda or promotional materials, publications or media without Party A's prior written agreement. 乙方为本合同的履行所制作和创作的工作成果（设计、软文、视频、图片、文字等），产生的知识产权及相关权利归甲方所有。乙方不得用于本合同约定范围以外的目的。乙方应保证甲方或甲方客户使用前述成果不侵犯任何第三方的合法权利，如发生法律纠纷，乙方负责解决并承担所有责任。乙方对于甲方的商标和标识及其他任何甲方关联企业的商标、标记不拥有任何权利，本合同履行亦不授予乙方上述任何权利或权益。除为执行本合同之目的，在未经甲方事先书面同意的情况下，乙方不得在任何宣传或促销材料、出版物中或媒体上使用该商标、商号、标记或其图案。

4. Both Party A and Party B shall assign necessary project contacts. The listed project contacts shall represent Party A to provide the materials needed for the project to Party B, and integrate the opinions from all internal parties of Party A to confirm the final demands and confirm such issues as the implementation and settlement submitted by Party B within the term of the Contract. In case of changing project contacts, Party A shall notify Party B in written form; if Party A fails to notify Party B, the consequences caused therefrom shall be undertaken by Party A.  
4. 甲、乙方双方须指定必要的项目接口人。在本合同履行期内，所列项目接口人代表甲方向乙方提供项目所需资料，整合甲方内部各方意见后确定最终需求，对乙方提交的执行及结算等相关事宜进行确认。甲方变更项目接口人时，应当书面告知乙方；如甲方变更接口人而未及时通知乙方，由此造成的后果应由甲方自行承担。
5. Party B shall make thorough communication with Party A for the service items hereunder to establish practical and feasible working and communication mechanisms. Party B shall assign necessary project contacts. The schemes, plans and drafts written by Party B according to the service requirements hereunder shall be implemented after the confirmation by Party A.  
5. 乙方应就本合同项下的服务项目与甲方充分沟通，建立切实可行的工作和沟通机制。乙方须指定必要的项目接口人。对于乙方根据本合同的服务要求所撰写的方案、计划、稿件，须经甲方确认后方可执行。
7. The Contract and all attachments jointly constitute Procurement Order. In case of any conflicts among such documents, the Contract shall prevail.  
7. 本合同与全部附件共同构成采购订单。如果该等文件之间存在冲突，则本合同优于其它文件。
8. The following attachments of the Contract are the constituent parts of this Contract, and shall have equal legal effect to the Contract as if their contents are stated in the text herein. Any content not mentioned in the Contract and the attachments shall

be otherwise negotiated and confirmed in writing by both Parties.

8. 本合同的以下附件是本合同的组成部分，并与本合同具有同等效力，如同已在本合同正文中明确规定，本合同及附件未约定内容需双方另行协商以书面形式予以确认。

9. This contract has two copies, and it goes into effect immediately after being stamped by both Parties.

9. 本合同一式贰份经双方盖章后立即生效。

[The following is the signature page]  
[以下为签署页]

Party A: PSA (SHANGHAI) MANAGEMENT CO., LTD., Party B: COMFORT INTERNATIONAL M.I.C.E.

甲方: 标致雪铁龙(上海)管理有限公司

For and on behalf of



乙方: 康辉集团北京国际会议展览有限公司

For and on behalf of



Name:

Name /姓名:

Signature:

Signature /签字:

Stamp:

Stamp /盖章:

Name:

Name /姓名:

Signature:

Signature /签字:

Stamp:

Stamp /盖章:

Attachment I - Quotation of Party B  
附件一 - 乙方报价

No.	Items	Unit Price	Qty	Total Price	Remark	Notes
1	Flight Tickets (max 1500 / person)	1500	29	43500		At cost
2	Meeting room	10000	1	10000	Venue in UCCA, price negotiated by DS	At cost
3	Lunch & Tea-breaks	320	55	17600	55pers.	At cost
4	Key Dealer Investor Seminar	300	10	3000		At cost
5	Dinner	400	55	22000		At cost
6	Meeting Room Decoration	16000	1	16000	包含视频设备 (LED 屏-5m*3m、专业控台工作人员及控制系统) 、音频设备 (音响、麦克风、专业控台工作人员及控制系统) 、灯光设备 (灯光、灯光架、专业控台工作人员及控制系统) , 及人工运费	
7	Team Building-Test drive	15000	1	15000	PSA agency, price negotiated by DS	
8	Team Building-Small groupe	4500	1	4500		
9	Photographer & Cloud Album	5000	1	5000		
10	Dealer Convention KV Production (5m*3m)	1200	1	1200	市场部提供画面,无需 Design	
11	Dealer Convention KV Installation & Deinstallation	800	1	800		
12	MOU Signage KV Design	800	1	800	需设计, 无需制作, 屏幕展示即可	
13	Badge & Decca Design and Production	20	70	1400		
14	Receptionists	600	4	2400		
15	Working Staff	600	6	3600		
17	Gifts (香水、香薰或其他)	400	34	13600		At cost
18	Awards	218	15	3270		
19	Vehicle	2000	1	2000	45 座大巴, 23 日包天 (8 小时, 100 公里, 超时费另计)	

20	Other materials	1500	1	1500	授权证书、指示牌、车头牌、手卡等	
	Sub total cost (excl. VAT)			167,170		
	Service fees (X10%)			16,717		
	VAT 6%			11,033		
	Total cost (incl. VAT)			194,920		
	Nota:					
	1. To provide supportings for the items paid at cost					
	2. No down payment accepted considering the date of the event					