

THE WESTIN
PALACE
MILAN

Agreement between CFH MILAN HOLDCO S.r.l. and COMFORT INTERNATIONAL M.I.C.E. SERVICE CO.,LTD.

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

Room 002, 12th Floor, No. 1510, 13 Nongzhanguan South
Road
Chaoyang District, Beijing
China

CFH Milan Holdco S.r.l.

Piazza della Repubblica 20
20124 Milano
Italia

P.IVA / C.F: 05283250966

EVENT NAME: COMFORT INTERNATIONAL M.I.C.E. SERVICE CO.,LTD.

This Agreement between **COMFORT INTERNATIONAL M.I.C.E. SERVICE CO.,LTD.** ("Group") and **CFH MILAN HOLDCO S.r.l.** ("Hotel") is effective as of the date it is signed by Hotel.

This Agreement must be signed and returned to Hotel accompanied by the deposit stated below to confirm the Group event no later than the 10 January 2025 (*Decision Date*).

However, if prior to the Decision Date a third party requests some or all of the event dates set out in this Agreement and be in a position to sign an agreement immediately with the Hotel, we will advise Group in writing and Group will have 3 business days from the date of such notice to confirm the booking set out in this Agreement by returning to the Hotel a signed Agreement and deposit failing which the Hotel may at its discretion and without any liability to the Group enter instead into an agreement with the third party in respect of some or all of the Event Dates set out in this Agreement.

EVENT DATES: Check in: 15- 01-2025 / Check out: 16-01-2025

CURRENCY: All prices stated in this Agreement are in **EURO**

GUEST ROOMS: This Agreement applies to the following block of guest rooms (the "Room Block"):

	15-Feb-25	Rate	Total
ROOMS	SAT	VAT excl.	VAT excl.
Classic & Contemporary double room for single use	57	330,00	18.810,00
Classic & contemporary twin room	6	360,00	2.160,00
Total room nights	63	63	
Subtotal excluding VAT			20.970,00
10% VAT			2.097,00
TOTAL INCLUDING VAT			23.067,00

TOTAL GUEST ROOM NIGHT & REVENUE COMMITMENT:

Group's total guest room night commitment is 63 Room Nights and € 20.970,00, VAT excluded.

In case of new room requests and consequently room increase, the Hotel will apply the cancellation policy considering the last increased rooming list received. Rates offered may change depending on hotel occupancy.

Any requests for accommodation before and after the Event Dates indicated in the Block will be subject to room availability at the time of booking.

Additional third bed (if requested): Euro 50.00 per room, per night, VAT incl. on the double room rate.

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- Rates in the Room Block that are booked, used and paid for will be commissionable to COMFORT INTERNATIONAL M.I.C.E. SERVICE CO.,LTD. as agent of record.
- Rates are inclusive of American Buffet Breakfast(s) per room.
- Rates exclude VAT, currently 10% and City Tax Euro 5,00 per person, per night. Tax increases will be applied automatically. Rates do not include, tips, gratuities, unless otherwise expressly stated.

CHECK-IN /CHECK OUT: Earliest Check in Time is 3.00 pm. Latest Check out time is 10.00 am.

ROOM DROP CHARGES: A room drop charge of € 7,50 plus VAT 22% will apply per room for all in room deliveries. Under Door deliveries (letters, envelopes) will be charged at € 4,00 plus VAT 22% per room per delivery.

FUNCTION SPACE / SCHEDULE OF EVENTS This Agreement applies to the following events and function space:

Date	Event	Attendees	Minimum guaranteed	NET Rate	Subtotal	VAT	TOTAL VAT INCLUDED
16-Feb-25	Meeting room available from 07:00 until 15:00, with classroom set up for 60 people, podium, flip chart, pens, note pads and mineral water for speakers. At the back of the room, bouvette F&B and high tables for eventual catering services in standing mode	60	50	2.800,00	2.800,00	22%	3.416,00
Subtotal VAT excluded							2.800,00
TOTAL VAT INCLUDED							3.416,00

FUNCTION SPACE:

The Hotel will allocate actual meeting rooms closer to the date of the event based on size and availability of group. The Hotel guarantees that meeting rooms will be available to accommodate the number of guests of which it has been notified for each meeting as stated above.

COMMISSION: Commissions will be paid at the rate of 10% on the rate excluding VAT and breakfast on the rooms and 5% on the rate excluding VAT on Food & Beverage banqueting and space rentals.

Commissions are paid by the Hotel within 30 days after the total payment of the Master Account. No commission will be paid in case of Cancellation, No-Show or Damages for bedrooms and on technical equipment rentals and ancillary services for events. If the registered agent changes, the Hotel is not obliged to pay any additional fees.

FINAL NUMBERS: Full details of the accommodation requirements, function rooms and other features applicable to the functions will be finalised between hotel and the Group **within 14 days prior to Arrival date / Event date** in writing, which will, on signature by or on behalf of the client, become part of this Agreement. Amendments to guest numbers and or arrangements after this date must be confirmed in writing. Reduction in the duration or contracted value of the booking will be subject to the Hotel's Attrition policy (if applicable) in this Agreement. Billing will be based on contracted or actual numbers, whichever is greater. Final timings and rooming lists and any special requests must be confirmed to the Hotel at least **14 business days** prior to the event.

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FOOD & BEVERAGE: Due to licensing requirements and for quality control, all food and beverage served at Hotel must be supplied and prepared by Hotel. Menu prices will be confirmed in writing by the hotel prior to the event. The following additional amounts will be added to all food and beverage charges. Food & Beverage charges exclude taxes and other charges). VAT or local tax increases will be automatically applied.

INCOMING ITEMS

Please ensure that all incoming material is clearly marked with the name and date of your event. You are also requested to advise the person in charge of shipping at the Hotel of the name of your freight company and the number of boxes being shipped. Material should be addressed to:

The Westin Palace Hotel – To the attention of the Convention Office
 Event Name + Date
 Via Panfilo Castaldi 1 (Porta di Controllo) – Opening time: 07.30am – 03.30pm
 20124 – Milano
 Italy

The Hotel will only accept consignments within 3 days of your Group's arrival, and will not be held responsible for any inconveniences experienced in relation to consignments which do not comply with the aforementioned instructions, services, and delays in delivery.

CFH MILAN HOLDCO S.r.l. declines every responsibility in case of robbery or destruction of the items introduced by the organizer of the meeting in the Hotel. (art.1784 c.c.)

PROFORMA:

The following deposits are due by Group as set out below. All such deposits are non-refundable. Additional deposits may be required after the date of this Agreement if Group event charges increase or are not covered in this Agreement.

Failure to make payment of any element of the deposit on the due date may result in the Hotel exercising its right to cancel the Agreement in accordance with the cancellation provisions below.

Date	Description	Qty	Net Unit Price	Net Total	VAT	Total Incl.VAT
15-Feb-25	Double room for single use	57	330.00	18,810.00	10%	20,691.00
	Twin room	6	360.00	2,160.00	22%	2,635.20
	City tax	63	7.00	441.00	0%	441.00
16-Feb-25	Meeting room	1	2,800.00	2,800.00	22%	3,416.00
except errors and omissions			TOTAL VAT excl.	23,770.00	TOTAL VAT Incl.	27,183.20

Payment	%	within	Amount
1 st Deposit	100%	16-Jan-25	27,183.20

PAYMENT OPTIONS: Payment will be made as indicated below. *Please check applicable option.*

Guest rooms (including taxes and automatic or mandatory charges)	<input type="checkbox"/> Group	<input type="checkbox"/> Guests
City tax	<input type="checkbox"/> Group	<input type="checkbox"/> Guests
Costs for the Event (F&B, Room Rental and other Services (including taxes, service charges and administration costs)	<input type="checkbox"/> Group	<input type="checkbox"/> Guests
Guest Incidental charges	<input type="checkbox"/> Group	<input type="checkbox"/> Guests

PAYMENT:

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Full prepayment of 100% will be required within 30 days before the group's arrival.

Group will advise Hotel of its expected method of payment of the balance of the Master Account at least 30 days in advance of the arrival date. If Hotel accepts payment by credit card, a valid credit card must be provided to Hotel and the Master Account charges balance will be charged to such credit card at departure.

Credit terms of 30 days will be accepted only with the Hotel's prior written agreement.

All electronic wire transfers should be made to the attention of:

Account Name: **CFH MILAN HOLDCO S.r.l.**

Bank Name: **Banca Nazionale del Lavoro**

Agency N. 6 – Branch 4306

Via Filippo Turati , 29

20121 Milano MI

IBAN IT 37 1 01005 01606 000000004261

SWIFT: BNLIITRRXXX

MINIMUM REVENUE: The minimum revenue anticipated by Hotel under this Agreement excluding taxes and other charges is as follows:

Minimum Guest Room Revenue of 63 room nights in Euro	Euro € 20.970,00 excluding VAT
Minimum Room Rental Revenue and Other Revenue:	Euro € 2.800,00 excluding VAT
Total Minimum Revenue:	Euro € 23.770,00 excluding VAT

If Group fails to incur the Total Minimum Revenue or cancels this Agreement, Group agrees that Hotel will suffer damages that will be payable by Group to the Hotel. The amount payable by the Group in such circumstances shall be the sum which represents the difference between the revenue actually paid by the Group to the Hotel and the Adjusted Minimum Revenue which shall in turn be equivalent to the Adjusted Minimum Guest Room Revenue plus the Adjusted Minimum Food & Beverage and Rentals Revenue (if any) calculated in accordance with the Guest Room Attrition clause and (if relevant) the Food & Beverage and Rentals Attrition clause.

ATTRITION CLAUSE: Group will meet its minimum revenue requirements under this Agreement if it fulfills its Adjusted Minimum Guest Room Revenue commitment based on the attrition allowance below.

From 60 to 31 days prior to the first Event arrival	90% of Minimum Revenue (therefore 10% (6 rooms) may be cancelled without penalty)
Starting from 30 days prior to the first Event arrival	100% of Minimum Revenue (therefore any cancellation will be result in a penalty fee equal to the entire cancelled amount.

The above percentages are not cumulative.

Any Room Block reduction allowed under this clause that is not exercised by Group on or before the applicable deadline may not be exercised at a later time.

This attrition allowance does not apply if Group cancels the Agreement or does not hold the event at Hotel. If Group holds its event at Hotel, but does not fulfill its Adjusted Minimum Guest Room Revenue commitment it will pay Guest Room Attrition Damages (plus all applicable taxes) as a reasonable estimate of Hotel's losses as follows:

Attrition Damages = Adjusted Minimum Revenue

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<i>minus</i> Actual Revenue

CANCELLATION: If Group cancels this Agreement, Group will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the amounts indicated below. The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale.

Starting from 30 days prior to the first Event arrival	100% of Minimum Revenue (therefore any cancellation will be result in a penalty fee equal to the entire cancelled amount.
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The above percentages are not cumulative.

The Hotel shall have the right to cancel this Agreement if the Group fails to pay any installment of the deposit (as set out in the deposit schedule below) on the due date. If the Hotel exercises its right to cancel the Agreement the Group shall be liable for the balance of the payment due in respect of the booking calculated in accordance with the table set out above by reference to the date from which the Hotel exercises its right to cancel. In such circumstances credit will be given for any installments of the deposit already received from the Group.

USE OF EVENT AND FUNCTION SPACE: To protect the safety and security of all Hotel guests and property, Group will obtain Hotel's advance written approval before using items in event and function space that could create noise, noxious odors or hazardous effects (e.g., loud music, smoke or fog machines, water features, dry ice, candles) and before engaging in any activities outside of the reserved function rooms (e.g., registration table).

Group will obtain and produce to the Hotel at least 20 business days prior to the arrival date any Fire Safety Certificates required by law and/or other health and safety reviews, audits and/or approvals. Failure to obtain any such prior written approval from the Hotel or to produce all such certificate and/or health and safety documentation will result in the Hotel refusing use of any such items. Group will pay any expenses incurred by Hotel as a result of such activity (even though approved by the Hotel), such as resetting smoke or fire alarms or unusual cleanup costs.

ROOMING LIST: Guest room reservations will be made by rooming list that includes a clear listing of names, arrival/departure dates, and types of accommodations desired for each individual. The rooming list must be received no later than **14 days** prior to first Event arrival. All reservations made by rooming list will be guaranteed for arrival to the Master Account.

SECURITY: Hotel does not provide security in the event and function space and all personal property left in the event or function space is at the sole risk of the owner. Group will advise its attendees that they are responsible for safekeeping of their personal property. Hotel may reasonably require Group to retain security personnel in order to safeguard guests or property in Hotel. Security personnel are not authorized to carry firearms without explicit advance written approval from the Hotel (in its absolute discretion). In any event any approval of the carrying of firearms will be subject to and without prejudice to all requirements within the local jurisdiction insofar as they relate to the carrying of firearms and it shall be the responsibility of the Group to establish the nature of all such requirements and to ensure compliance with all such requirements at all times.

ANCILLARY SERVICES: Hotel may provide, or contract with third parties to provide, ancillary services (e.g. Audio-Visual, florists) to Group for additional charges. Upon prior consent by Hotel, Group may use its own vendors for such services provided that Group's proposed vendors are notified to the Hotel and the Hotel in its absolute discretion deem such vendors to meet the minimum standards established by Hotel, including insurance and indemnification requirements. Group will sign, and have its vendor sign, the Hotel's appropriate form of External Supplier Joinder at least 30 days prior to arrival date. The limits on liability set out below shall not apply to any act or omission any third party ancillary service provider engaged by the Group.

In case of temporary exhibitions to be arranged at acknowledges and represents to the Hotel that the appointed operators in charge of the installation and subsequent removal of the structures: are in possession of all the mandatory legal requirements (and in particular those required by Italian Legislative Decree 81/08); provide all necessary equipment for

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such purpose, which must be in good condition and compliant with the currently applicable regulations; and have been trained as regards the use of this equipment.

In any case the Hotel will not be considered responsible for any damages to things and/or to persons if the operator (including companies and sub-operators appointed by the same) have not properly observed the above mentioned rules of conduct: in this case, the Hotel reserves any and all rights to claim against the Client for any damages. The Hotel reserves any and all rights to grant free use of its equipment in exceptional circumstances and after having received the appropriate indemnification statement from the actual user."

RELOCATION: If any guest room reservation included in the Room Block cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) an offer to relocate the displaced guest back to the first available guest room at Hotel upon return.

MARRIOTT REWARD: As Agent is representing Group in contracting services outlined in this Agreement, Agent represents and warrants that it has disclosed to Group that the above individuals are receiving the points awarded in connection with this Agreement, and that Group has consented to such award.

<u>Member Name</u>	<u>Marriott Reward Number</u>
Li Qingzhi	874531242

DISCLOSURE: Group will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Group will disclose to all Group attendees the type and amount of all automatic and mandatory charges that will be charged to them by Hotel.

LAWS AND POLICIES: Group will comply with all applicable Italian law, statutes, codes, ordinances, rules and regulations, including any applicable Hotel policies.

GDPR:

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

CFH Milan Holdco S.r.l. will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

LIMITED LIABILITY: Neither party will be liable to the other for any special, incidental, indirect, consequential, punitive or exemplary damages, however caused, arising out of or relating to this Agreement. The entire liability of either party to the other party for any loss or damage resulting from any claims arising out of this Agreement shall not exceed the greater of: (a) the aggregate fees and expenses paid and payable to Hotel under this Agreement and (b) the amounts payable under any applicable insurance policies maintained by the liable party; provided that the foregoing cap shall not apply to: (i) indemnification claims; (ii) claims for breach of confidentiality; (iii) claims for bodily and personal injury, death, or tangible property damages; and (iv) damages caused by willful misconduct, gross negligence or criminal acts. None of the limits of liability set out in this clause shall apply in respect of any liability arising out of any act or omission of, or related to a breach by, any external third party ancillary service supplier.

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INSURANCE: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

INDEMNIFICATION: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement by any third party or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members or participants when acting within the scope of their employment or agency. Neither party will be liable for punitive damages.

GOVERNING LAW AND DISPUTE RESOLUTION: This Agreement shall be governed by, and construed and enforced by the laws of Italy. In the event of a dispute between the parties in respect of this Agreement, the parties shall first attempt to resolve such dispute as soon as practicable through good faith negotiation. Any dispute that cannot be resolved mutually through good faith negotiation shall be referred to and resolved by binding arbitration under the Italian Law. The arbitration shall be conducted by one arbitrator. The place of arbitration shall be Milan, Italy and shall be conducted in the Italian, or additionally English language. The award and decision of the arbitrator shall be conclusive and binding on all parties, and judgment upon the award may be entered into any court of competent jurisdiction. Notwithstanding the foregoing, any party to a dispute may at any time seek temporary or permanent injunctive or other equitable relief.

FORCE MAJEURE: The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

PRIVACY

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws [including to the extent applicable EU data protection laws][delete if not applicable]. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration. The Organization will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

ANTI-CORRUPTION

Organization acknowledges that Hotel, its management company and/or their respective affiliates may be subject to, and required to comply with:

- I. the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and other similar laws at Italian and/or European level that prohibit the offering, making or receiving bribes or other inappropriate payments; and
- II. laws that prohibit or restrict Hotel from doing business with certain persons, entities or governments because of economic sanctions, trade sanctions or trade embargoes imposed, administered or enforced from time to time by any government, including the U.S. Treasury Department's Office of Foreign Assets Control and the U.S. Department of State, (together the "Anti-Corruption and Sanctions Laws").

Organization acknowledges and agrees that Hotel, its management company and/or their respective affiliates, in furtherance of any of their obligations in respect of the Anti-Corruption and Sanctions Laws, may take any and all actions deemed necessary in their sole discretion to ensure continued compliance with the Anti-Corruption and Sanctions Laws, including, without limitation, immediate termination of this Agreement upon notice without liability.

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ASSIGNMENT: Group may not assign or delegate its rights or duties under this Agreement without Hotel's prior written approval.

NOTICE: All notices, requested, approvals, demands and other communications required or permitted to be given under this Agreement shall be in writing (which for the purposes of this Agreement shall not include e-mail) and to the address of the party first mentioned above. Facsimile or electronic execution and delivery of this Agreement and all notices hereunder shall be legal, valid and binding execution and delivery for all purposes.

SEVERABILITY: If any provision of this Agreement or any part of any such provision is held to be invalid or unenforceable that provision or the relevant part will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Organization agree to cooperate with each other to ensure compliance with such laws.

ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior understandings and agreements relating thereto. Other than amends and updates to the Event Order, no amendment, modification, or waiver of this Agreement, or any term hereof, may be effected except by an instrument in writing duly executed by both parties. In the event of a conflict between the main body of this Agreement and any schedules (but not the Event Order), the terms and conditions of the main body of this Agreement shall control.

RIGHTS OF THIRD PARTIES

The parties agree that, except for Marriott International, Inc. and its affiliates, a person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.

WAIVER: If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement nor to any future breach of that term.

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Group.

The following provisions of this Agreement are hereby explicitly approved in compliance with Articles 1341 and 1342 of the Italian Civil Code:

"Final Numbers"; "Cancellation"; "Deposit Schedule"; "Use of Event and Function Space"; "Security"; "Ancillary Services"; "Relocation"; "Limited Liability"; "Indemnification"; "Governing Law and Dispute Resolution"; "Assignment".

ACCEPTED AND AGREED TO: COMFORT INTERNATIONAL M.I.C.E. SERVICE CO.,LTD.		The Westin Palace CFH MILAN HOLDCO S.r.l.	
By: make		By: Pierre Zordan	
Title: Director		Title: Convention Agent	
E-mail address: make@cct.cn		E-mail address: pierre.zordan@westin.com	
Tel:+86 15801778313		Tel: +39 02 6336 6812	
Date:10-01-2025		Date: 08-01-2025	

Signature: make