



FOUR SEASONS

HOTEL

PUDONG, SHANGHAI

康辉集团北京国际会议展览有限公司会议协议书

上海浦东四季酒店

Four Seasons Hotel Pudong, Shanghai

中国上海浦东世纪大道 210 号 邮编: 200120

210 CENTURY AVENUE, PUDONG, SHANGHAI, CHINA 200120

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2019 年 10 月 25 日

2019 年 9 月 27 日

宋双双小姐

尊敬的:

Dear ,

感谢您选择上海二十一世纪酒店有限公司所运营的上海浦东四季酒店（以下简称“酒店”）作为即将到来的活动的举办场地,根据贵方的要求,我们拟定了以下协议书,希望得到贵方的确认。

Thank you for selecting Shanghai 21st Century Hotel Co., Ltd. dba Four Seasons Hotel Pudong, Shanghai as the venue for your upcoming host Comfort International M.I.C.E. Service Co., Ltd., as per your specific requirements, we have outlined the following agreement for your confirmation:

会议/活动安排

FUNCTION & CATERING ARRANGEMENT

Date	Time	Function	Room	Setup	Gtd	Exp
Friday October 25, 2019	16:00 - 18:00	Meeting	Petit Salon	U-shape	20	20

活动场地安排程序

Modifications to program

有关活动细节,如有任何变更,贵方应在第一时间通知酒店,以便酒店尽快作出相应调整。有关会议场地及相关需求的变更将根据酒店实际预定状况和会务服务费用的变更及相应的人数限制而决定。

The Patron agrees to advise the Hotel as soon as possible if the Patron anticipates any program revisions, so that the Hotel may make the appropriate arrangements. Any changes to the function space and service requirements, other than those outlined, shall be subject to space availability.

有关上述中所涉及的会议场地及相应时间安排,如有任何超出的安排,酒店将根据具体预定状况决定是否可行并收取相应额外费用。

The function space specified is reserved only for the time(s) indicated. If Patron subsequently requests the use of the function space for any time beyond the hours set forth, such request shall be subject to the approval of the Hotel and may be subject to additional fees at the Hotel's established charges that shall be payable on the day of the function, unless otherwise specified.


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会议服务费及其他细节

CONFERENCE SERVICE FEE & OTHER DETAILS

A. 会议服务

Conference Service:

- Function Room: Petit Salon (16:00 ~ 18:00) CNY 5,000 Net

B. 会议服务包括以下会议设施

Conference Service Facilities:

- 会议室备有设施（铅笔、书写板、瓶装水、薄荷糖）
Meeting amenities (pencil, writing pad, bottled water and mints)
- 整个会议室无线上网
Wi-Fi included through the entire event

C. 影音设备:

Audio Visual Equipment Arrangement:

- 一套投影仪及投影屏幕
One set of LCD projector with screen.
- 一支有线话筒，一支无线话筒
One Cable microphone, one wireless microphone.

D. 会议杂项

Miscellaneous:

- 请于会议活动 3 天前提供标志牌内容
Please provide signage content 3 days prior to the function date

会议及餐饮担保

FOOD & BEVERAGE GUARANTEES

贵方必须在本协议规定的会议/活动开始五个工作日前，向酒店确认最终保证出席人数。酒店将根据保证出席人数并按照协议增加百分之五(5%) 来准备相应的各项会务服务。确认的保证出席人数将不得减少，否则按原确认的保证出席人数收费。若实际出席人数多于确认的保证出席人数，酒店将按实际出席人数收费。

The Patron must provide the Hotel with the final minimum guaranteed table/attendance of each function no later than 5 working days prior to the scheduled function. The final minimum guaranteed table/attendance must be no less the above listed minimum guaranteed table/attendance. Hotel agrees to set 5% over the guaranteed /attendance for event (s) served as well as the number guaranteed. Guarantees of table/attendance are not subject to reduction. The Hotel will charge to the Master Account, the total function charges in accordance with the guaranteed table/attendance or actual table/attendance, whichever is higher.


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价格变动

PRICING CHANGES

由于任何因商品原材料价格、劳务、税费而引起的各项会务服务的非正常性调整，酒店在知会贵方后，如贵方接受相应的价格变动，酒店将根据实际价格重新计算。或酒店将根据先前价格提供相应的变更方案。

Each prices quoted are subject to change due to unusual changes in costs of commodities, labor, taxes or other similar reasons subsequent to the signing of this Agreement and Patron agrees to pay such revised prices. Alternatively, in the event of such increased costs the Hotel may, at its option, make reasonable substitutions in menu items and Organization agrees to accept such substitutions.

布置、展览、装饰及演出

DISPLAYS, EXHIBITS & DECORATIONS & PERFORMANCE

有关活动的布展及装饰，贵方应提前取得酒店书面授权。如因贵方原因发生任何导致酒店员工及客人受伤或设施损坏的情况，贵方将承担全部责任。

All displays, exhibits and/or decorations proposed by Patron shall be subject to the prior written approval of Hotel in each instance. The Hotel assumes no responsibility whatsoever for displays, exhibits and/or decorations, etc. brought into the Hotel by the Patron or any third party in connection with the Event, including, but not limited to, claims of personal injury or property damage related to the displays, exhibits and/or decorations.

为确保客人及酒店内人员的安全，酒店要求贵方及贵方所聘用的布展公司遵守酒店的防火规定。所有展示品、展览和装饰品必须符合相关的建筑规范和防火条例，且有独立的支撑支架，不与酒店的墙面、天花或地板上直接连接。在任何情况下，大宴会厅或多功能厅的防火通道和紧急出口均必须保持畅通。若贵方在活动期间需要使用易燃物品，必须提前通知本酒店并获得酒店管理層书面批准后才可以使用。

To ensure guests and staff safety, any third party in connection with the event is requested to abide by the fire & safety provisions from the hotel or local government. All displays, exhibits and decorations must conform to the applicable Building Code and Fire Ordinances and should be free standing without attachment to walls, ceilings or floors. In any case, none of the fire exits, emergency exits are allowed to be blocked. For combustible materials that may be used during the event, a written approval from the hotel management in advance is required.

所有布展所需物品，在出入酒店前须提前与酒店方协调并在酒店规定的装卸货区域进行。

All displays, exhibits, decorations, equipment and musicians must enter and exit the Hotel through the receiving entrance and/or security office. Delivery and pick-up times must be coordinated with the Hotel in advance.

由个人行为自行安排的任何形式的娱乐表演（现场乐队，卡拉 OK，迪斯科，舞蹈演出等）一切视听设备有关的事项，客人需在宴会活动前得到酒店的批准，方可进行。为了酒店其他客人，酒店有权在晚上十一点后控制任何娱乐节目及演说的音量。


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Any performance arrangement by guest own (Band, Karaoke, Disco, and Dancing Performance) with related all Audio Vision required, should receive commitment from hotel before event start. Hotel is able to stop and control for all performance rehearsal volume after 23:00

不得带入宠物进酒店（包括任何宠物表演）也不得进行。

No Pets allowed (including Any of Pets Performance).

酒店室内禁止吸烟

Non-smoking for all in-door venues in the hotel

定金

DEPOSIT

本协议书签署的三个工作日内即 2019 年 10 月 11 日之前，贵方需向酒店支付相当于本合同预计总金额的 100% 即人民币 5,000 作为此次活动的第一笔款项，内含相当于合同预计总金额的 20% 的定金（不予退还）。贵方可以选择现金、银行汇票或电汇的方式将以上款项转至下面账户：

Within 3 working days before 11 October 2019 of signing this agreement, a 100% of deposit in amount of CNY 5,000, including 20% deposit of the total estimated amount (non- refundable) by cash or in the form of a bank draft or via telegraphic transfer to the following bank account.

人民币账户（BANK ACCOUNT）

账户名	上海二十一世纪酒店有限公司
Account Name	Shanghai 21st Century Hotel Co., Ltd.
银行名称	上海银行长寿支行
Bank Name	Bank of Shanghai ChangShou Sub Branch
银行账号	316560-03003593419
CNY Account NO	316560-03003593419
Swift Code	BOSHCNSH
银行地址	中国普陀区常德路 1252 号
Bank Address	No.1252 Chang De Road, Shanghai China, 200063

付款程序

PAYMENT PROCEDURE


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贵方应按下列时间支付如下预付款项:

The patron shall make the following payment to the Hotel according to the schedule set below:

付款期 Payment Schedule	付款内容 Payment Details
2019 年 10 月 11 日 (合同签署后 3 天) 11/10/2019 (3 days after Contract signed)	第一笔款项: 贵方需向酒店支付相当于本合同预计总金额的 100%, 即人民币 5,000 元, 内含相当于本合同预计总金额的 20% 的定金。 First deposit: 100% of total expected function charges in amount of CNY 5,000, including 20% deposit of the total estimated amount
2019 年 10 月 25 日 (活动/会议当天) 25/10/2019 (on the Event Day)	全部活动/会议举办后发生的超出本合同预计总金额的剩余未结算部分 Balance of the total function charges

详见附件 I: 账单明细

Please see Appendix I: Bill Statement

预订保留

RESERVATION REQUIREMENTS

如在协议条款上列之约定日期内酒店未收到本合同约定的应付款项的全部或部分, 酒店有权将所有活动/会议预定在向贵方预先通知后予以取消。所有取消之活动/会议预定只在酒店方足额收到本合同约定的应付款项后, 且活动场所供应允许的情况下方可恢复。

If the amount of the deposit listed is not received by the date indicated, regrettably the reservation for the Event may be subject to cancellation with prior notice. Reinstatement of the reservation can only be made upon receipt of payment and subject to the availability of function space.

结账方式

ACCOUNT SETTLEMENT

所有关于本次活动的餐饮、视频、音频设备、会议室租金, 以及其他会议相关费用应在活动结束后当天一次性以现金或信用卡/银行卡方式付清。

Food and Beverage, audio visual, conference service fee and all other meeting related expenses in addition with the agreed function charges will require settlement at the end of the event by cash or credit/debit card.

取消与推迟

CANCELLATION & POSTPONEMENT

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活动变更

Changes to the Event

贵方应提前并及时告知酒店有关活动/会议的任何变更。所有的变更，最终确定前应视酒店实际出租情况，并经过双方书面确认。在所有最终确认日期后贵方提出的变更，如导致低于先前所约定的最低保证数，酒店将收取相应差价。

The Patron will provide to the Hotel, on a timely basis, any changes to its attendance projections and function space requirements for the Event. All changes are subject to availability, and all agreed upon changes will be confirmed by the parties in writing prior to the Event. After the Option Date, any changes resulting in a reduction of revenue to the Hotel shall be subject to cancellation or attrition fees.

全部取消/推迟

Fee for Full Cancellation/Postponement

如贵方推迟或完全取消活动/会议安排而导致酒店损失，酒店将根据先前约定的各项服务需求综合评估因贵方推迟或完全取消活动导致酒店的损失及应支付违约赔偿金（以下简称“违约金”）。经双方同意，违约金将按照以下比例支付：

If the Patron postpones / fully cancels the Event arrangement, the Hotel shall have suffered damages equivalent to the revenues that the Hotel would have made from the sale of services, food and beverages, and use of recreation facilities, etc. in connection with the Event. The parties acknowledge that it is difficult to quantify such damages and have agreed that the Hotel shall assess a cancellation or attrition fee, (the "Cancellation Fee") against the Patron as liquidated damages and not as a penalty. The parties agree that the Cancellation Fee will be calculated as a percentage of Lost Revenue (as defined below) in accordance with the following scales:

贵方取消 / 推迟日期

Notification of Cancellation / Postponement

合同签署即日起

After the contract is signed

活动前 15 天内

To 15 days prior to date of event

须支付酒店之赔偿费用

Compensation from the Patron

相当于本合同预计总金额的 50%。

50% of total estimated revenues of events reserved

相当于本合同预计总金额的 100%。

100% of total estimated revenues of events reserved

违约金支付

Payment of Cancellation Fee

如全部推迟或取消活动，贵方应在通知酒店后 30 日内向酒店支付违约金。如超出 30 日，酒店将收取每月 1.5%（年度 18%）滞纳金，直至贵方全额付清所有费用。如本滞纳金比例超出法律规定的最高限额，将使用法律规定的最高限额收取。


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In the case of postponement or full cancellation, the Cancellation Fee is payable within 30 days of the date of notification after which time the Cancellation Fee will bear interest at the rate of 1.5% per month (18% per annum) until paid, unless this rate exceeds the maximum rate permitted by applicable law, in which event the maximum legal rate shall apply. The Deposit paid by the Patron will be applied against the Cancellation Fee owed.

如活动取消部分超过先前规定之比例，违约金将在活动结束后一起结算。

Where part of the Event is cancelled or attrition exceeds the permitted attrition allowance, the Cancellation Fee will be added to the Event's final Invoice.

不可转让

NOT TRANSFERRABLE

本协议仅为向康辉集团北京国际会议展览有限公司提供服务为目的，不能让与、转售或以其他方式转让给任何其他方。试图这样做的，被视为本协议项下活动的取消，并且贵方须向酒店方支付违约金。

This Agreement is for the provision of services exclusively to Comfort International M.I.C.E. Service Co., Ltd. and cannot be assigned, resold or in any way transferred to any other party. Any attempt to do so shall be considered a cancellation under this Agreement and the Cancellation Fee will apply.

遗失/损坏

LOST / DAMAGES

酒店对由客人本人及客人的随行人员所自带的设备、家具、物品及其他财产所产生遗失和损坏不负任何责任。The Hotel accepts no responsibility for loss and damage to any items of equipment, furniture, stock or any other properties brought on to the premises by the customer or persons authorized by the customer.

贵方须对在活动区域内所产生的费用、物品损坏、财产损失或任何人身伤害负全部责任；包括（但不限于）对酒店工作人员、客人或受邀请出席此次活动/会议的来宾、活动/活动所使用的服务设施以及任何外聘为活动服务的人员造成直接或间接的任何财产损失和人身伤害。

The Patron shall be responsible for all liabilities, losses, demands, damages, costs and expenses, including (without limitation) property damages and/or personal injuries suffered or incurred by the Hotel or any employee or staff member of the Hotel or other guest or invitee of the Hotel and arising as a direct or indirect result of the attendance at the Event or the use of services and facilities of the Hotel by the Patron or any invitee of or outside contractor hired or engaged by the Patron.


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保障

Indemnity

任何一方均同意保障另一方以及它的董事、雇员、运营商和代理商（统称为“受偿者”或某“受偿者”）免于遭受损失、索赔、诉讼或承担任何责任，或免于承担由受偿者提出的以及因索赔、民事/刑事/行政诉讼、调查或向某受偿者就本活动中因一方当事人或任何其他董事、雇员、运营商和代理商的疏忽、欺诈或故意的不当行为而采取法律行动所产生的任何费用（包括但不限于合理的法律费用和支出）。该保障不适用于某受偿者因其自身的过失、欺诈或故意不当行为而寻求保障的范围。

Each Party agrees to indemnify, defend and hold harmless the other party and each of its directors, officers, employees, operator and agents (collectively, the "Indemnitees" and individually, an "Indemnatee") from and against all liabilities, losses, claims, demands, damages, costs and expenses (including but not limited to reasonable legal fees and disbursements) suffered or incurred by an Indemnatee and arising as a direct result of any claim, proceeding, civil, criminal or administrative action, inquiry, suit or legal action instituted against an Indemnatee in respect of the Event and arising as a direct result of the negligence, fraud or willful misconduct of the Party or any of its directors, officers, employees, operator and agents. Such indemnity shall not apply to the extent that an Indemnatee is claiming indemnity for its own negligence, fraud or willful misconduct.

保密

Confidentiality

兹就双方之间的共同合作，双方均承诺并保证其有义务不向第三方透露保密信息，该保密信息指由一方向对方透露的，与双方合作有关的任何口头或书面形式或其他形式的不公开信息，包括但不限于商业计划、客户名单、技术数据、产品构思、开发计划、职员名单、操作手册、加工工艺、技术理论、发明创造、财务情况和其他递交时约定为保密信息的资料（以下统称“保密信息”）。

对于本协议中描述的保密信息，双方及其代理人、代表应当

1. 以不低于保护自己保密信息的程度（至少以合理程度）予以保密；
2. 要求获知保密信息的人员对保密信息予以保密；
3. 在必要情况下，根据双方书面商定的方式使用保密信息。

对于以下信息，双方均免除保密责任：

1. 从公开渠道通过合法途径获知的信息；
2. 从第三方获知的，并未违反任何保密责任的信息；
3. 为法律或有管辖权的政府部门根据法令所要求透露的信息，或者根据法律程序而要求透露的信息。

Contractor agrees to hold in the strictest confidence and not to disclose to any other person, firm or corporation, without the express prior written consent of Hotel the terms of this Agreement, Hotel's confidential data, information or other work product, including but not limited to the ideas, and /or financial information learned in the course of this Agreement (the "Confidential Information").

Contractor acknowledges and understands that the Confidential Information is, and will at all times remain, the property of Hotel and is highly valuable, confidential and material to the interests, business and affairs of Hotel and that disclosure thereof would be detrimental to the interests, business and affairs of Hotel.

Confidential Information does not include information that (a) was or becomes generally available to the public other than as a result of a disclosure by Contractor in violation of this clause, (b) was or becomes available to


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Contractor on a non-confidential basis from a source other than Hotel, provided that such source was not known by Contractor to be bound by any agreement to keep such information confidential, or (c) is independently developed by Contractor without use of the Confidential Information.

Contractor will promptly and fully indemnify and keep indemnified Hotel against all claims, proceedings, actions, losses, costs, expenses and damages (whether direct, indirect, economic and/or consequential) resulting from any breach of the terms of this paragraph.

反贿赂

ANTI-BRIBERY / CORRUPTION

贵方不得以围标、串标、行贿、许诺利益输送等方式获得中标并签署本协议；贵方不得委托酒店方任何职务人员代管、代持、私授贵方公章、专用章、财务账册或代为制作标书等；贵方不得委托酒店方任何职务人员代为签字确认需贵方自行确认的合同、订单、文件、资料等；贵方不得以任何形式向酒店方或任何第三方的相关职务人员/近亲属/特定关系人直接或间接输送利益；贵方不得以任何形式向酒店方的职务人员/近亲属/特定关系人直接或间接输送利益；贵方确保贵方或贵方关联公司的股东、董事、监事、高级管理人员以及其他任何在职人员不得由酒店方任何职务人员兼任、不得由酒店方的任何职务人员的配偶/亲属/特定关系人担任；贵方确保酒店方的任何职务人员或其配偶/亲属/特定关系人不得直接或间接的持有贵方或贵方关联公司的股权、获得分红或其他任何形式的福利、补贴等。如有违反，贵方将直接构成基于本协议的根本违约，届时酒店方有权无需向贵方支付任何合同款项、要求贵方返还酒店方的全部已付款（如有），并有权要求贵方向酒店方赔偿由此给酒店方造成的全部直接和/或间接损失。此外，贵方及相关人员还须对此承担其他法律责任。

The Patron shall not together-conspired bidding, promised transfer of benefits and other ways to get the bid ; the patron shall not entrust any office personnel of hotel to any official escrow, on behalf of the holders, private grant the patron's official seal, dedicated seal, financial books, or instead of making a bid; The Patron shall not entrust any office personnel of Hotel to sign the contract, order, document and information; The Patron shall not in any form to the relevant staff / party or any third party's close relatives / special relationship directly or indirectly transfer benefits; The Patron shall not in any form to the party officers / close relatives special relationship / direct or indirect transfer of benefits; The Patron ensure The Patron or related company shareholders, directors, supervisors and senior management personnel and other personnel shall not in any position and personnel by Hotel Ren, by any officer shall not serve as Party A's spouse / family / special relationship; ensure that any The Patron officers or their spouses / relatives / special relationship shall not directly or indirectly held by The Patron or related company equity, bonuses or any other form of welfare subsidies, etc.. Otherwise, The Patron will directly form the fundamental breach of this agreement based on all the then hotel shall have the right without payment of any contract payment to The Patron, Hotel has the payment request The Patron to return (if any), and all have the right to request compensation from The Patron to Hotel due to the direct and / or indirect loss. In addition, The Patron and relevant personnel must bear other legal responsibilities for this.


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康辉集团北京国际会议展览有限公司会议协议书

2019 年 10 月 25 日

四季商标的使用

USAGE OF FOUR SEASONS NAME / TRADEMARKS

贵方知晓四季的名称及商标的价值，承包商不会在未经四季酒店有限公司及业主的事先书面同意的情况下以公开发布、宣传、广告或其他任何形式材料的方式使用（四季）酒店（度假村或物业）、四季酒店有限公司或任何其他四季物业（为本段目的统称为“四季”）的名称及商标。

The patron acknowledges the value of the name and logo of Four Seasons and shall not use the name or logo of the Hotel (Resort or Property), Four Seasons Hotels Limited or any other Four Seasons property (collectively "Four Seasons" for the purpose of this section) in publicity releases, endorsements, advertising or other materials of any kind without the prior written consent of the Owner and Four Seasons Hotels Limited.

陈述和保证

REPRESENTATIONS AND WARRANTIES

贵方声明，保证并同意，应采取适当的谨慎、技巧和勤奋，以最佳的行业惯例，以完善的标准工业安全指导和程序，使用合格和训练有素的员工，以良好和专业的方式执行和完成服务，一切顺利，维护工具和设备，材料，消耗品和工艺，使酒店合理满意。在整个协议期间，贵方将视为保证持续提供保修。

Contractor represents, warrants and agrees that it shall use due care, skill and diligence to best industry practice to perform and complete the Services in a proper and professional manner with complete standard industrial work safety instruction and procedure, using competent and trained employees, all well maintained tools and equipment, materials, consumables and workmanship to the reasonable satisfaction of the Hotel. The warranty shall be deemed to be given by the Contractor on a continuing basis throughout the duration of the Agreement.

隐私/个人信息

PRIVACY / PERSONAL INFORMATION

贵方承认，在其提供主合同项下服务或产品的过程中，它可以因履行合同义务而准备或访问员工，客人和客户或酒店潜在客户的个人身份信息（包括任何和所有识别信息）的数据（“个人信息”）。此类个人信息需要更高标准的护理，贵方同意尽最大努力保护此类个人信息。贵方掌握的所有个人信息应保存在安全的地方。酒店应控制个人信息的使用。贵方应遵守酒店不时要求准备，处理和存储个人信息的所有隐私政策。贵方同意采取必要的技术和组织步骤，以保护酒店要求的个人信息，包括但不限于培训相关员工有关此类个人信息。

Contractor acknowledges that in the course of providing the services hereunder it may prepare or have access to data that is personally identifiable information, including any and all identifying information, of the employees, guests and customers or potential customers of Hotel ("Personal Information"). Such Personal Information requires a higher standard of care and Contractor agrees to use best efforts to protect such Personal Information. All Personal Information in the possession of Contractor shall be kept in a secure location. Hotel shall control use of the Personal Information. Contractor shall comply with all privacy policies required by Hotel from time to time in the preparation, processing and storage of the Personal Information. Contractor agrees to take the technical and


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organizational steps necessary for protecting Personal Information as required by Hotel including but not limited to training relevant employees regarding such Personal Information.

贵方应仅使用其准备或从酒店收到的任何个人信息来履行本协议规定的义务。贵方同意，除非法律要求，否则不会以任何理由向任何第三方分享，出租，出售或以其他方式将任何个人信息转让给任何第三方，除非法律要求，在这种情况下，贵方将向酒店提供该要求的通知。

Contractor shall use any Personal Information it prepares or receives from Hotel or Property only to fulfill its obligations under this Agreement. Contractor agrees it will not share, rent, sell, or in any way transfer any Personal Information whatsoever to any third party for any reason, without the specific written direction of Hotel or Property, unless required by law, in which case Contractor will provide Hotel or Property with immediate notice of such request.

如果怀疑存储或处理个人信息存在异常，贵方应立即书面通知酒店或物业。贵方应遵守酒店所涉及的有关个人信息的所有数据保护法律。酒店有权审核贵方以确认是否符合本节要求。在主合同终止时，贵方应立即停止使用个人信息用于任何目的，不得保留任何个人信息。

Contractor shall promptly notify Hotel or Property in writing in the event there is any suspicion of irregularities in the storage or processing of the Personal Information. Contractor shall comply with all data protection laws to which Hotel or Property is subject with respect to the Personal Information. Hotel has the right to audit Contractor to confirm compliance with this section. On termination of the Agreement Contractor shall immediately discontinue use of the Personal Information for any purpose and shall not retain any Personal Information.

贵方将对所有索赔，诉讼，损失，成本，费用和损害（无论是直接的，间接的，经济的和/或后果性的，包括与通知相关的任何和所有费用和开支）迅速和全面赔偿并保持无害并保证赔偿酒店受影响的个人和为此类个人购买信用保护服务（“索赔”），因违反本节条款而产生。应酒店要求，贵方应就任何索赔对酒店进行辩护。贵方承认，损害赔偿可能不是对此违约行为的适当补救措施，并且向酒店提供的赔偿是对其可能寻求的任何其他补救措施的补充，包括（但不限于）具体履行以及禁令和其他公平救济。贵方将契约并同意不对酒店提出的任何此类公平救济提出异议。本协议和协议在本协议终止后继续有效，并继续对双方具有约束力。Contractor will promptly and fully indemnify and hold harmless and keep indemnified Hotel against all claims, proceedings, actions, losses, costs, expenses and damages (whether direct, indirect, economic and/or consequential and including any and all costs and expenses related to notification of affected individuals and procurement of credit protection services for such individuals) (“Claims”) resulting from any breach of the terms of this section. At the request of Hotel, Contractor shall defend Hotel with respect to any Claims. Contractor acknowledges that damages may not be an adequate remedy for any breach hereof and that the indemnity given to Hotel is in addition to any other remedy which it may seek, including (without limitation) specific performance and injunctive and other equitable relief. Contractor will covenant and agree not to contest the application by Hotel for any such equitable relief. This covenant and agreement shall survive the termination of this Agreement, and continue to be binding upon both parties.


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各方之间的关系

RELATIONSHIP BETWEEN THE PARTIES

双方已作为独立合同方达成并将履行主合同。双方没有雇佣关系，也不打算通过本协议与对方建立合伙关系或合资企业。

The parties have entered upon and shall perform under this Agreement as independent contractors. The parties do not have an employment relationship and do not intend to create a partnership or joint venture between them by this Agreement.

PCI

持卡人数据条款。本条中所述规定适用于自身或通过分理者或其它代理以任何方式存储、处理或传输 持卡人数据的服务提供商。在本条中，“持卡人数据”这一术语是指发卡人分配的、用来识别持卡人账户 或其它持卡人个人资料的编号。

1、设备服务提供商在持有持卡人数据时，应始终遵守《支付卡行业数据安全标准》（“PCI / DSS”）中规定的支付卡行业（“PCI”）持卡人数据要求现行版本。现行数据安全标准要求文件的副本见 www.pcisecuritystandards.org 网站。

如果设备服务提供商一直在努力达到支付卡行业要求，但是尚未通过认证，则设备服务提供商应遵守《支付卡行业数据安全标准》的所有条款，并积极争取获得认证。

2、设备服务提供商确认并同意，持卡人数据只能用来协助完成卡交易，提供欺诈控制服务，执行忠诚计划或者支付卡行业具体约定或相关法律规定的目的。

3、如果设备服务提供商或其代理人存储的持卡人数据被破坏或入侵或者以其它方式擅自访问，设备服务提供商应立即以《支付卡行业数据安全标准》要求中规定的方式通知物业财务主管复制 corporate, it. security@fourseasons. com，并给相关当事方和收购的金融机构及其各自的指定人提供机会来使用设备服务提供商的设施以及一切相关记录，以便对设备服务提供商遵守《支付卡行业数据安全标准》要求的情况进行检查。设备服务提供商应全面配合本款中规定的设施及记录检查工作。

4、设备服务提供商将就客户因为设备服务提供商违反本条规定而遭受的任何性质的损失、索赔、损害赔偿、收费和费用全额补偿客户，使之不受损害。5、设备服务提供商应保持适当的业务连续性程序和制度，以确保在商家或设备服务提供商的主要数据系统发生中断、灾难或故障时持卡人数据的安全性和完整性。

6、设备服务提供商同意管理和全面负责所强调的支付卡行业高层次要求以及附录 A 中概述的后续要求。

7、只要持卡人归设备服务提供商控制（包括在本协议终止之后），设备服务提供商及其继承人和受让人就应遵守《支付卡行业数据安全标准》的要求。

Contractor either itself, or through a processor or other agent, stores, processes, handles or transmits cardholder data with respect to the services provided under this Agreement. For purposes of this Section, the term “cardholder data” refers to the number assigned by the card issuer that identifies the cardholder’s account or other cardholder personal information.


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- 1). Contractor shall at all times comply with the Payment Card Industry ("PCI") requirements for cardholder data that are prescribed in the PCI Data Security Standard ("PCI / DSS"). Copies of current DSS Requirements documentation is available on the www.usa.visa.com website.
- 2). Contractor acknowledges and agrees that cardholder data may only be used for assisting in completing a card transaction, for fraud control services, for loyalty programs, or as specifically agreed to by the PCI or as required by applicable law.
- 3). In the event of a breach or intrusion of or otherwise unauthorized access to cardholder data stored at or for Contractor ("Incident"), Contractor shall immediately notify Hotel, in the manner required in the PCI / DSS Requirements, and provide relevant parties and the acquiring financial institution and their respective designees access to Contractor's facilities and all pertinent records to conduct a review of Contractor's compliance with the PCI/ DSS Requirements. Contractor shall fully cooperate with any reviews of their facilities and records provided for in this paragraph.
- 4). Contractor shall be liable for costs arising from an Incident including but not limited to costs of any related investigation, costs associated with any fraudulent transactions arising from an Incident, and costs of reprinting, bank charges, fees and penalties, to the extent arising directly and predominantly from the acts or omissions of Contractor or its third party contractors.
- 5). Contractor will indemnify, defend and hold Hotel, Four Seasons Hotels Limited and their affiliates, employees, directors, officers, harmless against any liability, judgment, demand, action, suit, loss, damage, cost and other expense (including but not limited to reasonable attorneys' fees and court costs) resulting from any third party claims made or proceedings related to an Incident to the extent such liability arises as a direct and predominant result of the actions or omissions of Contractor or its third party contractors.
- 6). Contractor shall maintain appropriate business continuity procedures and systems to ensure security of cardholder data in the event of a disruption, disaster or failure of Hotel's or Contractor's primary data systems.
- 7). Contractor and its successors and assigns shall comply with the PCI / DSS Requirements after termination of this Agreement.

不可抗力因素

FORCE MAJEURE

如协议双方因不可抗力因素（包括罢工，劳资纠纷，政府法案，法规或命令，自然灾害，战争，火灾，洪水或其他紧急情况，或酒店必要工程修葺延误）而不能履行此合同中的义务，无论哪一方没有完成合同内容，双方不再履行合同中的任何义务。酒店将于本合同终止之日起 30 日内在扣除已发生的合理成本后向贵方退还已付款项中的剩余部分，双方无须为此造成的损失负责。

If for any reason beyond the Hotel's or Patron's reasonable control (including but not limited to strikes; labor disputes; acts, regulations or orders of governmental authorities; civil disorder; disasters; acts of war; acts of God;


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fires; flood or other emergency conditions; any delay in necessary and essential repairs of the Hotel) it is impossible for the Hotel or the Patron to perform its obligations under this Agreement, such non-performance is excused and such party may terminate this Agreement without further liability of any nature, upon return of the Patron's Deposit within 30 days. In no event shall the Hotel or Patron be liable for consequential damages of any nature for any reason whatsoever.

争议解决

DISPUTES

双方同意，以履行本合同而产生任何争议任何一方可提交酒店所在地人民法院诉讼解决。

The parties agree that any dispute relating to this contract may be resolved by the court in Shanghai where the hotel locates.

有效日期

OPTION DATE

本协议中列出各项在酒店内的活动安排在 2019 年 10 月 08 日之前确认，贵方拥有暂时优先选择权。若到期时，贵方仍未签署此协议，则酒店方有权在未通知的情况下取消所有安排。

The arrangement outlined in this Agreement will be held on a first option tentative basis until 08 October 2019. If the Patron does not sign and return this Agreement by this date, the Hotel reserves the right to cancel all arrangements without notice or obligation to the Patron.

确认

CONFIRMATION

若此协议的条款达到贵方的要求，贵方在每一页签名确认并在最后一页签字、盖章，然后将原件交还酒店方。酒店方在原件上签署后将一份协议交还贵方。双方签字确认后，协议正式生效。本协议一经生效，将立即取代贵方与酒店方曾签署过的合同，协议，意向书，备忘录等任何具有法律效力的文件，且贵方与酒店方均放弃给予之前所达成的契约而可能向对方提出的赔偿或索偿主张。

Should the arrangements outlined in this Agreement meet with your approval, please indicate your acceptance by initializing all pages including the enclosed General Terms and Conditions, signing the final page, and returning the original agreement to the Hotel. Upon receipt, the Hotel will countersign and return a copy. Once countersigned, this document shall then constitute the full and complete binding agreement and the arrangements shall be considered confirmed and definite. The Agreement shall be the entire agreement between the Patron, and the Hotel, and it shall supersede all previous contract, agreement, letter of intent, memo, etc. signed by Patron and the Hotel previously.


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本协议以中文及英文书就,如两种版本表述发生冲突,以中文版本为准.

This Agreement is made in both Chinese and English if conflict arises between two versions, Chinese version prevails.

价格

PRICES

以上所有费用,除明确说明“净价”外,均需另加 15%服务费(包含相应政府税)。

The above mentioned charges are subject to 15% service charge (applicable government taxes included).

酒店方代表(“酒店”)

ON BEHALF OF THE HOTEL (The Hotel)

上海二十一世纪酒店有限公司

上海浦东四季酒店

Shanghai 21st Century Hotel Co. Ltd.

dba Four Seasons Hotel Pudong, Shanghai

活动主办方代表(贵方)

ON BEHALF OF THE ORGANIZER

(The Organizer)

康辉集团北京国际会议展览有限公司

Date:

Renee Zhao

资深宴会销售经理

Senior Catering Sales Manager

Date:

宋双双小姐

Date:

朱涵榆 Vivianne Zhu

宴会销售总监

Director of Catering

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Pro-forma Invoice

Items 项目	Item Price 单价	Surcharge 服务费	Quantities 人数/数量	Payment 付款细节
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25 October 2019

2019年10月25日

Function Space Rental 场租	CNY 5,000.00	x 1.00	Surcharge 服务费	x 1	Day 天	CNY	5,000.00
Subtotal:						CNY	5,000.00
Total:						CNY	5,000.00

1st Deposit: 3 days after contract signed - 100% of total contracted catering revenue to be settled.

第一笔定金: 签订合同3天内, 支付活动/会议 预计发生费用的100%

CNY 5,000.00

Final balance payment agreed to settled on the Event day, Right after event finished

全部活动/会议 发生费用的剩余部分于活动/会议 结束当天结清

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上海浦东四季酒店
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TEL: (8621) 2036-8888 FAX: (8621) 2036-8800 <http://www.fourseasons.com/pudong/>