



Agreement between Comfort International MICE Service Co., Ltd and Shanghai Da Luo Hotel Management Co., Ltd (W Shanghai – The Bund) 修改一

康辉集团国际会议展览有限公司 与 上海达洛酒店管理有限公司(上海外滩 W 酒店) 之间的协议

Customer (客户)

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RE/关于: 康辉集团国际会议展览有限公司-字节跳动团队

This Agreement between Comfort International MICE Service Co., Ltd ("Customer") and Shanghai Da Luo Hotel Management Co., Ltd. (W Shanghai – The Bund ("Hotel")) is effective as of the date it is signed by Hotel on 12/27/2021
本协议由康辉集团国际会议展览有限公司("客户") 与上海达洛酒店管理有限公司上海外滩 W 酒店 ("酒店")订立, 并自酒店签字之日起生效
(2021 年 12 月 27 日)。

Event Dates: Tuesday 03. 15. 2022 to Thursday 03.17. 2022

2022 年 03 月 15 日 (星期二) 至 2022 年 03 月 17 日 (星期四)

Function Space/Schedule of Events

功能区域租金:

This Agreement applies to the following events and function space:

协议提供以下活动和功能区域:

日期	活动	起始-结束时间	活动场地	会议摆放形式	人数	会议室租金
03/13/2022 - 03/14/2022	搭建	08:00-23:00	L2 大宴会厅 (2050 Sqm)	待定	/	活动包价: 人民币 300,000 元净价每天
	VIP	09:00-23:00	L2 off stage (65 Sqm)	待定	/	免费
	工作间	09:00-23:00	L2 会议室 1 (56 Sqm)	待定	/	免费
	工作间	08:00-23:00	L2 商情会议室 1 (82 平)	董事会	/	免费
	工作间	08:00-23:00	L2 商情会议室 2 (84 平)	董事会	/	免费
	工作间	08:00-23:00	L3 会议室 6 (70 平)	待定	/	免费
03/15/2022	彩排	08:00-23:00	L2 大宴会厅 (2050 Sqm)	待定	/	活动包价: 人民币 300,000 元净价每天

日期	活动	起始-结束时间	活动场地	会议摆放形式	人数	会议室租金
03/15/2022	VIP	09:00-23:00	L2 off stage (65 Sqm)	待定	/	免费
	工作间	09:00-23:00	L2 会议室 1 (56 Sqm)	待定	/	免费
	工作间	08:00-23:00	L2 商情会议室 1 (82 平)	董事会	/	免费
	工作间	08:00-23:00	L2 商情会议室 2 (84 平)	董事会	/	免费
	工作间	08:00-23:00	L3 会议室 6 (70 平)	待定	/	免费
03/16/2022	会议	09:00-12:00	L2 大宴会厅 (2050 Sqm)	剧院	1000	活动包价： 人民币 450,000 元净价每天 (包含 300 人茶歇一次，其余 300 位按照每位 150 元净价收取)
	茶歇	待定	L2 大宴会厅前廊	站立	600	
	分会场 1	13:30-18:00	L2 大宴会厅 1+2 (1278 Sqm)	剧院	500	
	分会场 2		L2 大宴会厅 3 (772 Sqm)	剧院	500	
	VIP	09:00-18:00	L2 off stage (65 Sqm)	待定	/	免费
	工作间	09:00-18:00	L2 会议室 1 (56 Sqm)	待定	/	免费
	工作间	09:00-18:00	L2 会议室 2 (57 Sqm)	待定	/	免费
	工作间	09:00-18:00	L2 会议室 3 (57 Sqm)	待定	/	免费
	工作间	09:00-18:00	L2 商情会议室 1 (82 平)	董事会	/	免费
	工作间	09:00-18:00	L2 商情会议室 2 (84 平)	董事会	/	免费

Food & Beverage:

Due to licensing requirements and for quality control, all food and beverage served at Hotel must be supplied and prepared by Hotel.

餐饮：由于许可执照的要求及为质量管理之目的，酒店内供应的所有餐饮均必须由酒店提供和制作。

Car Parking Policy:

In House Guests:

- Free parking during the guest stay.

Non-Residential Guests:

- Free of charge for the first twenty minutes, CNY 6 net per half an hour/ CNY 12 net per hour from the twenty first minute. Maximum CNY 96 net per day (24 hours).
- One (1) free parking voucher for every ten (10) paying meeting package. (up to 12 hours for full-day meeting, up to 6 hours for half-day meeting per voucher)
- One (1) free parking voucher for every ten (10) paying dining (lunch or dinner) guests for up to 4 hours per voucher
- One voucher for one car only and not to be accumulated

停车收费标准:

住店客人：

- 住店客人可免费停车。

非住店客人：

- 前 20 分钟免费。自第 21 分钟起，每半小时 6 元 / 每小时 12 元。一天（24 小时）收费上限是 96 元。
- 每 10 位会议客人可享受 1 张免费停车券（全天会议含客人每张免费停车券最多免费停车 12 小时，半天会议客人每张免费停车券最多免费停车 6 小时）。
- 每 10 位用餐（午餐/晚餐）客人可享受 1 张 4 小时免费停车券。
- 一券一车，一次消费不得累加。

Early Departure Fee:

An early departure fee of full estimated room charge will apply if a Customer attendee checks out prior to the confirmed checkout date.
提前离店费: 对于任一客户成员, 如果其在已确认退房日期之前提前离店, 则酒店将收取提前离店费。

Minimum Revenue: This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, food & beverage, and charges for ancillary services. The minimum revenue anticipated by Hotel under this Agreement is:

最低消费: 酒店根据本协议所得的收入来源于各种不同消费, 包括客房, 餐饮和辅助服务收费。根据本协议, 酒店预期的最低消费为:

Estimated Package Revenue:			
预计的活动包价消费:		CNY	1,350,000.00
Total Minimum Revenue:			
最低消费总额:		CNY	1,350,000.00

Except where required by any applicable law, the minimum revenue will exclude taxes and other charges. If Customer does not fulfill all of its commitments or cancels this Agreement, Customer agrees that Hotel will suffer damages that will be difficult to determine. The "Attrition" and "Cancellation" provisions below provide for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel's losses and do not constitute a penalty of any kind.

客户同意, 如果客户未能履行其全部承诺或取消本协议, 酒店所遭受的损失将难以确定, 因此如下关于“损耗”和“取消”条款约定了双方所同意的赔偿金额, 该赔偿金额系双方基于对酒店损失的合理估算而得出, 不构成任何意义上的处罚。

Cancellation:

If Customer cancels this Agreement, Customer will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the amounts indicated below:

取消: 如果客户取消本协议, 则该客户应向酒店提供书面通知, 并按上述规定向酒店支付相应款项 (包括所有适用税费) (除不可抗力外) :

After 27 Dec, 2021 (在 2021 年 12 月 27 日后)	100% of Total Minimum Revenue 最低总消费的 100%
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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.

协议双方同意该取消条款中包含的金额为已考虑到酒店通过再销售以减轻其损失因素后而酒店仍将产生的合理的损失。

Payment Options:

Payment will be made as indicated below. Please check applicable option.

付款选择: 付款将按下列方式支付。请勾选适用的选项。

Event Food & Beverage (including applicable taxes, service charges, and etc.): 活动餐饮 (包括适用的税费, 服务费等) :	<input checked="" type="checkbox"/> Master Account	<input type="checkbox"/> Guests
	客户	客人
Incidental personal charges (including applicable taxes, service charges and etc.): 其它个人消费 (包括适用的税费, 服务费等) :	<input type="checkbox"/> Master Account	<input type="checkbox"/> Guests
	客户	客人

Master Account:

Hotel will set up a "Master Account" for Customer for payment of charges under this Agreement. Customer must review all charges billed to the Master Account to ensure accurate billing.

总账户: 酒店将为客户设置一个“总账户”用以收取本协议项下款项。客户必须核对总账户的所有费用清单以确保帐单的准确。

Deposit Schedule:

押金支付安排:

First Deposit 第一笔押金	Upon contract signed to 31 Dec, 2021 签订合约后 2021 年 12 月 31 日	20% of Total Estimated Minimum Charge = CNY 270,000.00 (20%的消费总金额)
Second Deposit 第二笔押金	Upon contract signed to 28 Jan, 2022 签订合约后 2022 年 01 月 28 日	70% of Total Estimated Minimum Charge = CNY 945,000.00 (70%的消费总金额)
Balance Payment 尾款	Before 24 Mar, 2022 于 2022 年 03 月 24 日之前	Full payment should be paid by bank transfer 支付活动全款金额

Payment:

Unless direct billing has been established, Customer will pay the estimated amount of the Master Account as shown on the deposit schedule. Customer will advise Hotel of its expected method of payment of the Master Account on or before of 12.31.2021. If Customer will pay using a credit card honored by Hotel, a valid credit card must be provided to Hotel no later than 12.31.2021, and all Master Account charges will be charged to such credit card at departure. Any amounts not paid at departure will accrue interest at 1.5% per month from the date of departure. Upon application and review by Hotel, Hotel may elect to extend direct billing privileges to Customer. If direct billing has been established, payment of all undisputed amounts is due within 30 days of Customer's receipt of invoice from Hotel, and if not paid within 30 days will accrue interest at 1.5 % per month from date of departure. Customer must notify Hotel of any disputes within 5 business days of Customer's receipt of invoice from Hotel or disputes will be considered waived.

付款: 除非客户与酒店已有直接结算安排, 客户应依照押金支付安排中的规定支付总账户项下的款项。客户应至少在 2021 年 12 月 31 日前通知酒店其拟使用的付款方式。如果客户拟使用酒店可接受的信用卡作为付款方式, 则最晚必须于 2021 年 12 月 31 日前向酒店提供有效的信用卡, 在离店时总帐户产生的所有费用都将通过该信用卡支付。在离店时应付而未付的款项, 自离店之日起将按照每月 1.5% 的利率收取利息。经客户申请并经酒店审查合格后, 酒店可决定给予客户直接结算的便利。如果双方之间已建立直接结算安排, 则在收到酒店发出的帐单后 30 天内, 客户应将无争议金额之款项支付给酒店, 如果在 30 天内未予支付的, 则客户支付利息, 利息应自离店之日起按照每月 1.5% 的利率计算。客户必须在收到酒店发出的帐单的 5 个工作日内将其任何异议通知酒店, 否则将被视为弃权。

Hotel Bank Account Information (RMB)

酒店人民币账户信息

账户名称:	上海达洛酒店管理有限公司
Beneficiary Name:	Shanghai Daluo Hotel Management Co., LTD.
银行帐号:	03332200040047802
Account No:	
开户银行:	中国农业银行股份有限公司上海市分行营业部
Beneficiary Bank:	Agricultural Bank of China, the Shanghai
银行代码:	ABOCCNBJ090
SWIFT Code:	
清算行号:	103290032021
银行地址:	中国上海市黄浦区延安东路 518 号
Bank Address:	No.518 East Yan An Road, Huangpu district, Shanghai, China

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. Customer will advise its attendees that they are responsible for safekeeping of their personal property. Hotel may reasonably require Customer to retain security personnel in order to safeguard guests or property in Hotel. Security personnel are not authorised to carry firearms without advance Hotel approval.

保安: 酒店无责任为活动和多功能场地提供保安, 留在活动或多功能场地的所有个人财物完全由其所有权人承担风险。客户应提醒参加活动的人员有责任安全保管好他们个人的财物。酒店可合理要求客户聘用保安人员来保护酒店内客人或财物的安全。保安人员未经酒店批准不得携带武器。

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. 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 Customer 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.

隐私

酒店由万豪的一家关联公司管理。酒店致力于遵守适用的隐私和数据保护法规所规定的义务，在适用的情况下，包括欧盟数据保护法律。对于根据本协议收到的任何个人数据，酒店应遵守届时的万豪集团全球隐私声明（“隐私声明”，目前可在<http://www.marriott.com/about/privacy.mi>获得）。

在不限制上述义务的情况下，酒店已采取措施旨在：（1）将酒店收集和使用其个人数据的情况通知个人（包括通过隐私声明）；（2）仅将该等个人数据用于合法商业用途；（3）提供个人请求审查、纠正、更新、压制、限制或删除或移植其个人数据的符合适用法律的手段；（4）要求共享个人数据的任何服务提供商保护该等数据的机密性和安全性；和（5）使用技术和组织措施以保护组织内的个人数据免遭未经授权的或非法的访问、获取、使用、披露、丢失或更改。尽管有任何其他规定，酒店可在个人指示、同意或要求的情况下使用该个人自己的个人数据。在向酒店提供任何个人数据（例如包含出席者姓名和联系方式的客房清单）之前，客户应获得所有必要的权利和许可，包括酒店、万豪、服务提供商及其各自关联公司依照万豪的隐私声明和适用法律使用和将个人数据转移到收集点内外的地点（包括美国境内）所需的所有权利和许可。

Relocation:

If any guest room reservation 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) one 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail; (4) an offer to relocate the displaced guest back to the first available guest room; (5) upgraded accommodations at Hotel upon return (if available) and a welcome expression from the General Manager; and (6) credit to Room Block for any nights that guests are displaced.

重新安置:

如果酒店无法为任何预定提供客房，酒店可以：(1)提供合理附近的同等级酒店的客房，首个房晚免费；(2)为其提供每天一次往返酒店与客户被另行安置的替代酒店之间的地面交通服务；(3)提供一个五分钟的电话及为转发被另行安置的客户的电话留言及邮件的必要安排；(4)一旦有可用客房，即安排被另行安置的客户返回酒店入住；(5)在客户返回酒店入住（如届时有可用客房）时为其客房免费升级并由总经理表示欢迎；(6)将客户被另行安置的任何房晚都记入预定客房的房晚。

Disclosure:

Customer 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. Customer will disclose to all Customer attendees the type and amount of all automatic and mandatory charges that will be charged to them by Hotel.

披露：客户有责任决定需要向哪些人士或实体披露本协议的条款，包括任何可能收取的佣金或回扣。客户应向所有客户成员披露酒店将向其收取的所有自动和强制性费用的款目和金额。

Laws and Policies:

Each party will comply with all applicable laws and Hotel rules and policies. Customer will be responsible for providing its disabled members with auxiliary aids in connection with any Customer events or activities. Upon Customer's reasonable request, Hotel will use reasonable endeavors to cooperate with Customer to provide services on behalf of Customer's disabled attendees.

法律与规章制度：协议各方应遵守所有可适用的法律和酒店的规章制度。客户应负责为残疾成员提供与客户活动相关的辅助设施。在客户合理的要求下，酒店将尽其所能来配合客户为残疾的成员提供符合其利益的服务。

Confidential Information:

Customer and Hotel will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: (1) information that is publicly available; (2) PII, which will be handled by the parties in accordance with the "Privacy" provision above; or (3) information that is left or discarded in event rooms, public space or guest rooms.

保密信息：客户和酒店应采取一切合理措施对于一方所提供的保密信息予以保密，并在与他方分享该等信息时注明其为保密信息。保密信息不包括：（1）可公开获得的信息；（2）PII，根据上述“隐私”条款予以处理；或（3）留在或丢弃在活动场所，公共场所或客房的信息。

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.

保险：一方应为其在本协议项下的义务所可能合理产生的或与之有关的索赔或责任维持足够的保险投保额，并在另一方要求时提供该保险的证据。

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 or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members, or participants. Neither party will be liable for punitive damages.

赔偿：一方应赔偿另一方因该一方之违约或该一方或其管理人员，董事，雇员，代理，承包商，成员或参予方的疏忽，过失或故意而引致的实际或潜在损失而给另一方造成责任，费用或损害赔偿，并使另一方免受损害。任一方都无需承担惩罚性赔偿责任。

Dispute Resolution:

The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator.

If Hotel is located in the People's Republic of China, the law of Shanghai will be the governing law, and arbitration will be held in Shanghai, with the seat of arbitration being Shanghai and the arbitration will be administered by the Shanghai Arbitration Commission, in accordance with the arbitration rules of the Shanghai Arbitration Commission, with all proceedings conducted in Chinese.

In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement. Notwithstanding anything to the contrary, the parties shall have the right to seek any interim, provisional or conservatory measures, such as preliminary injunctive relief and temporary restraining orders, in any court of competent jurisdiction.

争议解决: 本协议受中华人民共和国法律管辖并按照中华人民共和国法律解释, 但排除适用任何法律冲突规则。双方特此同意, 任何因本协议而起或与之有关的争议, 如双方不能通过友好协商解决, 都应当提交上海仲裁委员会仲裁。仲裁应在中国上海进行, 仲裁地为中国上海。仲裁由上海仲裁委员会按照申请仲裁时其届时有效的仲裁规则进行, 并根据该等仲裁规则任命独任仲裁员进行仲裁, 仲裁语言为中文。任何因本协议而起或与之有关的仲裁或诉讼或执行任何仲裁裁决所产生的费用, 包括律师费、专家证人费、仲裁费、先予执行和履行裁决的费用, 由败诉方承担。一方应承担另一方因催讨本协议项下其欠费所产生的律师费及相关费用。即使另有相反约定, 双方应有权在任何拥有管辖权的法院寻求临时性或保护性措施, 例如预先禁令救济和临时限制令。

Force Majeure:

If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

If the purpose of this Agreement can not be achieved due to the Force Majeure(includ new outbreak of COVID-19 epidemic, the request from the government forbidding or limiting such events, the reject on the application for the event involved in this Agreement), both parties has the right to terminate this Agreement upon written notice to the other party without liability. The deposit that Customer has paid shall be returned by Hotel.

不可抗力: 如果因天灾、政府当局行为、自然灾害或其它超出一方合理控制的紧急情况原因而导致一方将对其在本协议项下的义务之履行构成违约或不可能, 该方可在书面通知另一方后终止本协议, 而不需为此承担任何责任。

如因不可抗力原因(包括因新冠肺炎疫情反复, 政府规定禁止或限制此类活动, 因疫情原因导致报备未得到批复)而导致无法实现协议目的, 任何一方均有权书面通知对方后提前解除本协议。客户已支付的押金, 酒店将以转账的方式原路退还。

Notice:

Any notice required or permitted by the terms of this Agreement must be in writing.

通知: 本协议条款要求或许可的任何通知必须以书面形式提交。

Assignment:

Customer may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval.

转让: 在未经酒店事先批准的情况下, 客户不得转让其在协议项下的权利或义务。

Severability:

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

条款的可分割性: 如果本协议中的任何条款无效或无法执行, 该条款将被删除或将其作用限制在最小范围内, 协议的其余部分应完全有效。

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.

弃权: 一方同意放弃强制执行本协议中的任何条款, 并不构成其对本协议中任何其它的条款的放弃。

Counterparts:

This Agreement may be executed in one or more counterparts, each of which will constitute an original and all of which taken together will constitute one and the same Agreement.

副本: 本协议可以签署一式多份, 每一份副本都应视为本协议之原件; 该等副本一起仍构成同一份文件, 不应区别对待。各方可以签署传真副本, 且该等部分亦应视为本协议之原件。

Language:

This Agreement was originally written in the English language. If this Agreement is translated into Chinese or any other language other than English, the Chinese language version shall be the official version, unless specifically prohibited by law, and the interpretation of the provisions of this Agreement in the Chinese language shall govern for all purposes in the event of any inconsistencies arising from the translation.

语言: 本协议以中、英文起草, 除非法律特别禁止, 本协议的条款如中英文之间有任何歧义, 均以中文版本为准。

何方玉
康辉集团国际会议展览有限公司
12/24/2021

Authorized Signatory
授权签名样

This is to authorize **Emily He** as representative of **Comfort International MICE Service Co., Ltd March Group** for the settlement of hotel expenses for Comfort International MICE Service Co., Ltd March Group at W Shanghai – The Bund from 03.13.2022 to 03.17.2021. Her signature are authorized and legally.

兹授权下列人员何方玉为康辉集团国际会议展览有限公司在上海外滩W酒店举办康辉集团国际会议展览有限公司3月团队（03.13.2022至03.17.2021）的费用结算负责人。她将全权代表公司负责核对并结算酒店活动费用，其签名及结算方式均已获公司授权认可并具法律效应。

签名样（正楷）：何方玉

ACCEPTED AND AGREED TO:

同意并接受：

Comfort International MICE Service Co., Ltd
康辉集团国际会议展览有限公司

Confirmed By:

Shanghai Da Luo Hotel Management Co., Ltd.
W Shanghai – The Bund
上海达洛酒店管理有限公司 – 上海外滩W酒店

By _____
Emily He
何方玉
Project Manager
项目经理

By _____
Sophia Hou
侯陆瑛
Assistant Director of Sales – MICE
销售副总监 – 会议

Date _____
日期

Date _____
日期

By _____
Rita Huang
黄晓文
Director of Sales
销售总监

Date _____
日期