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**Business Confirmation; Comfort International MICE Service Co., LTD**

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**Date of Confirmation Commencement: October 22, 2018**

This confirmation is concluded between:

1. **InterContinental Osaka, operating the InterContinental Osaka, located at 3-60 Ofuka-cho, Kita-ku, Osaka, Japan represented by InterContinental Osaka; and**
2. **Comfort International MICE Service Co., LTD, Rm.1510, Ruichen Int'l Center, No.13 Nongzhanguan South Rd, Chaoyang District, Beijing, China, 100025**
- 3.

## **I. Introduction**

Thank you for confirming **China Comfort MICE - Group to Osaka on 8-11 Nov** ("Event"). This Confirmation governs the relationship between the Hotel and the Client ("Parties") for the provision by the Hotel of bedrooms, event, meeting and ancillary services to the Client.

The confirmation is comprised of four (4) main sections, each of which may be amended or supplemented from time to time by the mutual written consent of the parties:

- 1) Introduction;
- 2) Bedroom and Meeting Room Requirements;
- 3) Event Pricing including the deposit schedule
- 4) Terms and Conditions.

## **Event Contacts**

The Hotel identifies the following designated contacts for this Event:

Primary Contact: Shiori Tokutomi, Sales Executive, [Shiori.tokutomi1@ihg.com](mailto:Shiori.tokutomi1@ihg.com)

The Client identifies the following designated contacts for this Event:

Primary Contact: Ms. Ma Jie, Account Manager, [majie@cct.cn](mailto:majie@cct.cn)

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### Confirmation

The undersigned are authorised to sign and enter into this confirmation on behalf of the Hotel and the Client:

For and on behalf of the Hotel:	For and on behalf of the Client: Comfort International MICE Service Co., LTD
Signature:	Signature:
Name: Naoko Sakamoto	Name:
Title: Director of Sales	Title:
Date:	Date:

## 2. Bedroom & Meeting Room Requirements

### Booking Process

The Hotel will provisionally hold the bedroom and meeting room block on the dates specified by the Client until the Hotel receives (i) a signed copy of this confirmation, and (ii) the specified deposit amount from the Client (together "Event Confirmation").

Once the confirmation has been signed by the Client, all such facilities and services reserved on behalf of the Client will be subject to the Terms and Conditions of this confirmation (including section 7. *Cancellation Policy*). If this confirmation has not been received from the Client or an **extension provided by [October 25, 2018]** the Hotel will release these dates for sale. In the event the Hotel receives a request for the same dates prior to the date noted above, the Hotel will contact the Client in writing and will give the Client two working days to confirm the Event in writing.

### Bedroom Requirements

The Hotel is currently provisionally holding the following Bedroom requirements for the Client's use:

#### Room Block:

Day:	Thursday	Friday	Saturday
Date:	November 8, 2018	November 9, 2018	November 10, 2018
Deluxe Double	12 rooms	12 rooms	12 rooms
Room Category	Deluxe rooms 41 to 50 sq.		
Group Rate, single use:	JPY 31,500 per room	JPY 41,500 per room	JPY 46,500 per room

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**Rate Information:**

- Rates quoted are per room per night
- Rates quoted are in Japanese Yen (JPY) and inclusive of consumption tax and service charges
- Rates include full international buffet breakfast served daily at restaurant NOKA
- Rates include complimentary WIFI in all rooms and public areas of the hotel
- Rates include free access to our 24 hours fitness center as well as lap pool sauna and Japanese bathhouse (opening times apply: 7:00 am to 10:00 pm)
- Nespresso coffee machines, Japanese tea set up in all rooms

**Miscellaneous:**

- ✓ Check-in time is 1500hrs, although the Hotel will make every reasonable effort to accommodate guests who arrive before the check-in time, the Client recognises that guest rooms may not be immediately available. Baggage storage will be available from the Hotel. The Hotel check out time is 1100hrs.
- ✓ Early check in fee: Subject to availability
- ✓ Late check-out fee: Subject to availability
- ✓ 2<sup>nd</sup> person charge at JPY2,000 per day will be required for double occupancy.
- ✓ Please send us the final rooming list with estimate arrival schedule of each guest, 14 days prior to the group check-in.

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### Meeting Room Requirements

The Hotel is currently provisionally holding the following Meeting room space for the Client's use:

#### Meeting Room Requirements (These rates are presented in Japanese YEN currency)

Date	Time	Event	Function Space	Setup Style	Guests
November 8, 2018	14:00 – 15:00	Set up	Onyx	Board Style	-
	15:00 – 17:00	Meeting	Onyx	Board Style	12
Total Amount					JPY 90,000

The Start and End times noted above reflect the times at which access to the meeting space is available to the Client. Should more time be required this will be reviewed with the Hotel and may incur additional charges. These rates are also inclusive of tax, which is currently at 8% and service charge which is 13%.

For planning purposes the client undertakes to confirm in writing the guaranteed number of guests at least 14 days before the start of the event. If the number of guests should increase after this time the client must confirm additional capacity from the Hotel. The Hotel will invoice the guaranteed numbers as a minimum, if attendance exceeds the guarantee, the Hotel will invoice for the total attendance.

### 3. Event Pricing

Description	Price in JYP
Estimated Total Amount※see attached quotation	JPY 1,524,000
1 <sup>st</sup> payment before Nov 1, 2018	JPY 1,524,000

Prices quoted include tax at the prevailing rate of 8% when the confirmation was prepared and are subject to alterations should the rate change. The Client will need to complete the necessary Credit procedures. In the event these have not been completed, full payment will be required thirty days before the commencement date of the Event.

### Event Service

Menu prices for planned food and beverage functions will be established not earlier than six (6) months prior to the Event. Once the function sheet detailing these functions is signed with the full details, this will become an addendum to this Contract and will therefore be subject to the terms and conditions of the Contract.

## 4. Terms and Conditions

### 1. Compliance with Laws/Regulations

1.1 The Client shall comply with any and all laws which may be applicable within the legal jurisdiction and for the organisation of this Event as provided for in this confirmation. Moreover, the Client shall ensure that all appropriate authorisations and declarations are duly filed and/or obtained prior to staging the event. Failure for the Client to comply with this provision shall give the right for the Hotel to cancel the Event. Moreover, the Client shall be held solely liable for any action, procedure, fine that may arise in respect of the organisation of this Event.

1.2 The Hotel shall comply with all national, provincial and local regulations which apply to its facilities and operations, including building and fire codes, the provision of facilities and services to the disabled and the sale, service or furnishing of alcoholic beverages and shall obtain all permits and licenses required to provide the services covered by this contract.

1.3 If the Client uses the rented premises in such a way that is incompatible with their intended purposes, or which is contrary to morality, public order or applicable law or if the Event may, in the Hotel's general manager's reasonable opinion, prejudice the reputation of the Hotel, the Hotel may terminate this Contract with immediate effect, without prejudice of its right to claim damages.

### 2. Organisation

The Client acknowledges that he must not supply, directly or indirectly, any drinks, food, tobacco, flowers and other decoration, except with the prior written consent of the Hotel management.

All decoration plans, technical installations and various adjustments of apartments, bedrooms, meeting and banqueting rooms and lounges in the Hotel must comply with the applicable safety regulations and standards in force and require the prior written consent of the Hotel management.

Such approval, always excludes the drilling of walls, floor or coverings by any means whatsoever and the use of the adhesive products on the same.

The Hotel represents and warrants that there will be no outside distraction under its control that could affect the ordinary use of meeting rooms or other facilities to be used by Client and its attendees and guests. The Hotel will promptly notify the Client of any significant construction or renovation to be performed in the Hotel during the event which could materially affect the use of the Hotel or quality of service. The Hotel will endeavour to keep such activity from distracting or interfering with use of meeting rooms, or other meeting space to be used during the event. If it is reasonably anticipated that there will be a significant interference, the Hotel will both arrange comparable meeting and guest rooms at a nearby location or Client may terminate this contract without liability.

Except with the Hotel management's prior written approval, the client must not:

Make any reference to or use in any way the signs, symbols and logos of any company of the InterContinental Hotels Group or make available publicly photographs taken in the Hotel's premises.

Sublet the premises which are the subject matter of this Contract or use the same for any purpose other than the agreed purposes.

Sell goods or services (including tickets) on the Hotel premises.

Use tickets, posters or other advertising or promotional material for the event.

The Client must obtain prior written permission from the Hotel for any musical entertainment that the Client wishes to include in this Event.

The Hotel reserves the right to refuse any entertainment incompatible with the image and services policy of the Hotel.

The Client shall make sure that all the necessary declarations have been made to the relevant authority for the use of any musical composition, subject to laws on intellectual property rights.

If special security arrangements are required because of the visit or presence of an important person at the function, they shall be the Client's responsibility. Should the Client see it necessary liaise with the police regarding the security of VIPs, the Hotel must be given prior notice of any such arrangements.



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It is the Client's responsibility to ensure that the premises put at their disposal are suitably secured during the function. However, the Client may decide, on their own responsibility, to not employ security for the premises.

The Client is required to conform to the local labour laws in force for all persons employed on the occasion of this event.

At the end of the event, the Client undertakes to remove at its expense, all equipment, decoration, personal effects and documentations, which the Client will have brought into the Hotel's premises.

The Hotel will maintain its current "star", "diamond", or other rating. Failure to maintain this status shall be grounds for Client to terminate this contract.

Rooming lists will be sent by the Client to the Hotel as soon as available as and no later than fourteen (14) business days prior to the arrival of the group. Any rooms reserved and not utilised will be covered by the terms of 7. Changes and Cancellations. The Hotel will send back to the client the rooming list two (2) days prior to arrival in order that the client may verify names and room allocation.

Any changes in Room Block must be communicated by the Client in writing, with written acknowledgement by the Hotel. Name changes will be allowed provided all rooms are guaranteed. The Hotel agrees not to send any individual confirmation or contract to the end user guest, unless requested by the Client to do so.

The quoted rates are to appear on any individual end user guest folio.

The Client undertakes to inform the Hotel in writing if there would be a need for any special dietary requirements at least seven (7) days prior to the Event. No extra charge will be made for these meals, as long as they do not exceed the cost of the chosen menu. Upon request, copies of proposed menus will be provided

Conference materials: Each box must be clearly labelled to identify the conference and/or Event name, plus number of boxes in shipment (i.e. 1 of 4, 2 of 4, etc) and be addressed to the Hotel Banquet Manager. For security purposes, please ensure you have notified the Hotel prior to shipment.

The Hotel is not responsible for assembling any displays or exhibition stands.

Due to the Hotel's limited storage capability, the Hotel must restrict complimentary storage to a maximum of 10 boxes, to no more than 7 business days prior to the function set up and 3 days maximum following its termination.

### 3. Conflict of Interest

To preclude any conflicts of interests, the Client may provide the Hotel with a list of their Competitors. The Hotel agrees to advise Client promptly if any of the stated Competitors are looking for availability over the group's meeting dates,

If Client determines that accepting such Competitor's business during the same dates would be a direct conflict of interest with Client's programme, the Hotel agrees not to contract with such competitor during Client's official event dates.

The parties acknowledge that in some cases the Hotel may book rooms and other facilities with an unspecified guest. Should it become apparent that the Hotel has inadvertently booked a Competitor programme during Client's group meeting dates, Client shall have the first right of refusal on all function space and suites.

If Client determines in its sole discretion that it is impossible for the two groups to meet during the programme dates, Client shall have the right to terminate this Contract without penalty or damages, and any and all advance deposits shall be immediately returned to Client.

### 4. Liability

The Client shall be liable for all damage to the Hotel caused by the Client and its employees, its visitors and its third party service providers. Furthermore, the Client agrees to indemnify the Hotel for all damages suffered by the hotel as a consequence of the wrongful or negligent behaviour of the Client, its visitors and its third party service providers.

The obligations of the Hotel under this contract are limited to the provision of premises and/or rooms to the benefit of the Client. The Hotel shall only be liable in the event of proven failure in respect of its obligations to deliver the premises in accordance with the specifications agreed upon between the parties.

It is expressively agreed that the organisation and the management of the event shall be under the full and exclusive responsibility of the Client.

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To the extent permitted by law, Hotel shall protect, indemnify, defend and hold harmless Client and its officers, directors, partners, agents, members, and employees from and against any and all Claims arising out of or caused by Hotel's negligence in connection with the provisions of Hotel's facilities. Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defence, which it may have with respect to such Claims.

### 5. Insurance Requirements

The Hotel and the Client each agree to carry adequate public liability and other insurance protecting itself and the other party against any claims arising from any activities conducted in the Hotel during the Event.

### 6. Rates and Invoicing

Unless otherwise indicated, all rates are indicated in the official currency of the country where the Hotel is located and the Client undertakes to pay in that currency. If the Client pays in a different currency, the Hotel will apply its then applicable exchange rate on the day of the payment.

In the absence of specific written billing instructions, the Hotel will invoice all items agreed upon and all extras to the Client. Subject to variations as agreed herein, the amount billed by the Hotel to the Client is the amount agreed on the conclusion of this Contract plus the charges for additional services provided by the Hotel at the Client's requests, at the then applicable service rate.

Invoices which are not challenged within 7 days from the invoice date are deemed to be agreed. Where there may be issue with a particular amount, this amount only may be held pending review. Invoices must be paid within 30 days from the invoice being agreed, failing which all outstanding amounts will automatically and without prior notice accumulate interest at the rate 1% per month, from the due date until the day of full payment, both days to be included.

This Event is to be treated as a wholly separate transaction between the Client and the Hotel. Neither party may set off any disputed payments from previous events against payments for this Event.

It is the Client's responsibility to provide the Hotel with written details of those Event attendees who may sign charges to the main account.

If payment is to be made by either a credit or debit card this must be made known to the Hotel at the time of booking. Only recognized card merchants will be accepted. The card must be produced by the signatory at the latest thirty (30) days prior to the Event.

In the event credit is not approved, prepayment of all total charges is required prior to arrival with the balance due at departure.

Bank details: MUFG Bank,Ltd.

Bank code: 0005

Branch code: 001

Bank account: IHG Osaka Company

Account No: 1492593

SWIFT code: BOTKJPJT

### 7. Changes & Cancellations

Room accommodation:

14 - 29 days prior to arrival: Total 20% of original block can be released without penalty charge

7 - 13 days prior to arrival: Another 10% of original block can be released without penalty charge

Any cancellation made within 6 days prior to arrival day, penalty charge which is equivalent to one night accommodation fee.

Any no-show has to pay penalty charge which is equivalent to one night accommodation fee.

Meetings and Banquets:

14 days prior to arrival: Final "Expected numbers" of each event must be informed to the Hotel.

72 hours prior to the event start : The hotel accept "Guarantee numbers" which is within 5 % difference from the "Expected numbers".

Scale for Calculating Cancellation Fee for

Number of Days prior to the Scheduled Commencement Date of the Event	Expressed as a percentage of Lost Rooms, Food, Beverage and room rental charges
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Initialled: \_\_\_\_\_ Date: \_\_\_\_\_ Hotel

Initialled: \_\_\_\_\_ Date: \_\_\_\_\_ Client

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90 – 31 days	75%
30 days or less	100%

The Client will provide to the Hotel, on a timely basis, any changes to its attendance projections, and bedroom and function space requirements for the Event. All changes are subject to availability, and all agreed changes will be confirmed by the parties in writing prior to the Event. This Contract has been negotiated based on the dates, number of rooms and function space outlined above. Any additional space and service confirmed by the parties in writing after the signing of this Contract will be subject to this clause 7. Changes and Cancellations. All changes resulting in a reduction of revenue to the Hotel shall be subject to payment of Cancellation Fees. The Cancellation Fees owing vary according to the number of days prior to the Event that the Hotel is notified of such changes.

Notice of any cancellation must be received by the Hotel in writing, and any Cancellation Fee assessed is payable by the Client no later than thirty (30) days after being invoiced therefore by the Hotel or as part of the total Event settlement. The Deposit amount may be set off against any Cancellation Fee owed.

## 8. Credit and Charging

Should the Client request a credit facility be made available during the course of the Event, this shall be provided at the discretion of the Hotel. Any credit and payment arrangements shall be in accordance with the IHG Credit Policy.

The Client will provide the Hotel with a list of designates who are permitted to access the credit facility and charge items to the main account. The Hotel will require the Client to honour any charges that are authorised by any of these designates.

## 9. Termination by Company

If the Client fails to make any or all of the deposits when due and remains in default one week later, then without prejudice of the Hotel's rights to claim payment of sums due and damages for the prejudice suffered, the Hotel may terminate this Contract with one further weeks' notice.

In the event of termination of this Contract all down payments made or due remain the property of the

Hotel, except where termination is attributable to the Hotel's breach of contract.

## 10. Force Majeure

If events beyond the reasonable control of the Parties, including but not limited to, acts of God (flood, earthquake, tornado, fire, etc.), war, strikes, threats or acts of terrorism or similar acts, disease, World Health Organisation travel advisory, civil disorder, non-availability of food, beverages, or other supplies or curtailment of transportation either in the conference city or in the countries/states or origin of the attendees, make it inadvisable, impracticable, illegal, or impossible to perform as originally contracted under this Contract, the affected party may terminate this Contract, without liability, upon written notice to the other party. Any deposits made shall be refunded to Client within 30 days after written notice of cancellation under Force Majeure.

In the event the Client decides to hold its Meeting despite any of the circumstances detailed in 11.1, the Hotel shall waive any fees related to a reduced-sized Meeting (including any cancellation fees, room attrition fees, function space rental, food and beverage attrition fees) and shall offer the Group's guests the equivalent room rate offered to guests during the contracted dates.

## 11. Jurisdictions and Applicable Law

This Contract is governed by the laws of the country where the hotel is located. If any part of this Contract is found void and unenforceable, it will not affect the validity of the balance of the Contract, which shall remain valid and enforceable according to its terms. Any dispute arising out of or related to this Contract shall be brought before the courts which are competent in respect of the location of the Hotel.

## 12. Data Protection and Processing

The Client acknowledges that this Contract is subject to data protection standards and legislation. All information in respect of the Client and their delegates that is collected by the Hotel during the course of the Event will be processed in compliance with the Hotel's data policy and any applicable local legislation and regulations.

### **13. Effective date of communications**

The parties agree that for the purposes of this Contract and any amendments or modifications thereto or any another notice or communication between the parties, signatures sent or received by fax or e-mail transmission will be considered as enforceable and valid as original signature by the party signing. The effective date of communication will be determined as follows:

- a) Communications sent via mail or courier will be considered effective two days after date sent;
- b) Communications via fax will be considered effective as of date and time on fax confirmation sheet retained by sender; and
- c) Communications sent by e-mail will be effective when the message is accepted by the recipient's e-mail server.

### **Miscellaneous**

This Contract constitutes the entire agreement between the parties and supersedes all prior discussions and writings between the parties with respect to the Event. This agreement cannot be amended except in writing by a side letter signed by both parties. The terms of any purchase order or other ordering document shall be without force and effect.