



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

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)

Niki Zhang
张清清

Comfort International MICE Service Co Ltd

康辉集团国际会议展览有限公司

Manager – Event Department

经理-公关活动部

Rm 1510 Ruichen Intl Center, No Nongzhanguan South Road,

Chaoyang District, Beijing 100125

北京市朝阳区农展馆南路 13 号瑞辰国际中心 15 层 1510 室

China

中国

Phone (电话): 10-6587 7468

Email (邮箱): zhangqingqing@ccl.cn

Hotel (酒店)

Estella Xu

徐荷

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)

Director of Sales – Events

销售总监 – 宴会

No. 66 Lvshun Road, Shanghai 200080

上海旅顺路 66 号

China

中国

Phone (电话): +8621 2286 9999 x 6003

Email (邮箱): Estella.xu@whotels.com

RE/关于: 康辉集团国际会议展览公司—抖音电影节 6 月团队

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 05/26/23

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 (2023 年 05 月 26 日)。

Event Dates: Thursday 08. 06. 2023 to Friday 09. 06. 2023

2023 年 06 月 08 日 (星期四) 至 2023 年 06 月 09 日 (星期五)

Guest Rooms: This Agreement applies to the following block of guest rooms (the “Room Block”):

客房: 本协议适用于下述预留的客房 (“预留客房”):

Rooms 房型	Thursday 星期四	Friday 星期五
	06.08.2023	06.10.2023
城景大床房	45	离店 Check out
城景双床房	45	
奇幻套房	30	
保留房总和	120	

Total Attendees Room Night Commitment:

Customer's total guest room nights commitment is 120

客房总房晚数承诺:

客户的客房总房晚数承诺为: 120

Cut-off Date:

The "cut-off date" for reserving rooms in the room block is 5:00 p.m. local time at Hotel on 05.30.2023. After the cut-off date, it is at Hotel's discretion whether to accept additional reservations, which will be subject to prevailing rates and availability. Failure to reserve rooms in the Room Block prior to the cut-off date does not reduce Customer's total guest room night commitment and does not impact the "Attrition" or "Cancellation" provisions below.

截止日期: 预留客房仅保留至“截止时间”，截止时间为酒店所在地 2023 年 05 月 30 日当日下午 5 时。在截止时间之后，酒店将根据届时房价和客房预订情况自行决定是否接受额外的预订。未在截止时间前成功预定预留客房并不减少客户承诺的客房总房晚数，亦不影响下述“损耗”或“取消”条款的规定。

Rates:

Hotel will provide the guest room rates below for the Room Block (the "Rates"):

房价: 预留客房适用下述房价。

Rooms 房型	Single Rate (Inclusive 1 breakfast) 单人房价 (包含单份早餐)	Double Rate (Inclusive 2 breakfast) 双人房价 (包含双份早餐)
120 间 ROH 客房 (城景大床/双床, 超级江景大床, 套房)	人民币 2,500 元 净价	人民币 2,600 元 净价

Rates are quoted in CNY.

房价是以人民币报价的。

Rates are inclusive of 10% service charge and plus 6% VAT (16.6%)

所有报价已经包含 10% 的服务费以及 6% 增值税 (16.6%)

Every 50 paid room nights will get 1 complimentary room night with 2 breakfasts (complimentary room night is based on Wonderful room/ Cool Corner room)

每 50 个付费间夜可获得 1 个免费间夜含双早 (免费的间夜房型为奇妙客房/酷角客房)

Breakfast:

Rates inclusive daily breakfast (s) at The Kitchen Table (up to 2 breakfasts based on restriction in the guest rooms).

早餐: 房价包含标志餐厅全自助早餐 (根据客房登记入住人数提供 2 份早餐为限)。

Internet:

Rates inclusive of HSIA (High Speed Internet Access).

网络: 以上房价包含免费高速宽带上网。

Room Drop:

Porterage charge is at CNY20 net per room drop.

客房送件: 运送费人民币 20 元每件。

Commission: The above room rates are commissionable at CNY173. 38 per double room per night and at CNY 189.61 per single room per night for ROH guestrooms to 康辉集团国际会议展览有限公司, as an agency on record. The final commission amount is subjects to the actualized room nights. Customer must provide commission invoice to hotel and special VAT Fapiao after amount is confirmed with hotel. Hotel will issue payment within 30 working days after receiving special Vat Fapiao .

佣金: 酒店将根据实际入住的房间数支付佣金，佣金标准为 ROH 客房的双人间每间夜人民币 173.38 元整，单人房每间夜人民币 189.61 元整，。活动结束后，客人结清所有费用后，康辉集团国际会议展览有限公司需提供佣金账单给酒店核对，并在酒店确认金额后开具增值税专用发票（6%税点）。酒店收到发票后将于 30 个工作日内安排付款。

Check-In/ Out Time:

Check-in time at the hotel is 15:00. The hotel will make reasonable efforts to accommodate early arrivals prior to this time, depending on the hotel occupancy. Should you prefer to ensure all guest rooms to be ready prior to the guests' early arrival, we would suggest rooms to be reserved one night prior to arrival date at the rate quoted.

The official checkout time is 12:00 noon. Late check-out can be arranged till 18:00 at 50% of the rate quoted. Check out after 18:00 is subject to a one-night charge. All late check-out requests are subject to availability.

入住/退房时间

客人可以在下午 15:00 以后入店办理入住手续。如果客人在该时间之前达到酒店，酒店将根据实际入住情况尽力安排客人入住房间。如需确保客房在规定时间内入住，我们建议客人提前一天预留客房来确保其入住顺利。

酒店离店时间为中午 12:00。客人在下午 18:00 之前离店将加收一晚房费（合同价）的 50%。如客人在下午 18:00 之后离店将加收一晚房费（合同价）。所有延迟离店的要求都以酒店当天入住情况而定。

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：

Minimum Guest Room Revenue (# of room nights in Room Block x average Single Rate):		
最低客房消费（预留客房的房晚数 X 单人入住平均房价）：	CNY	300,000.00
Minimum Food & Beverage Revenue (based on committed food & beverage minimum):		
最低餐饮消费（以承诺的最低餐饮消费为基础）：	CNY	N/A
Estimated Other Revenue:		
预计的其它消费：	CNY	N/A
Total Minimum Revenue:		
最低消费总额：	CNY	300,000.00

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。

Attrition: Customer will meet its minimum revenue requirements under this Agreement if it fulfills its Minimum Food & Beverage Revenue commitment above and its Adjusted Minimum Guest Room Revenue commitment based on the attrition allowance (for attendee blockage only) below.

损耗: 如果客户履行了上述最低餐饮消费承诺并履行了基于下述约定的损耗条款而确定的经调整的最低客房消费承诺，则该客户将被视为已满足其在本协议下的最低消费的要求。

Attrition(损耗)	Date (日期)	Percentage on Room Night Basis
1 st Attrition (第一损耗)	On or before 2 June, 2023 (在 2023 年 06 月 02 日前)	Reduce 5% room nights on nightly basis, equal to 6 rooms per night (在每晚的客房总数上可减少 5%，即至多 6 间客房每晚)
Final Review (最后检阅)	After 2 June, 2023 (2023 年 06 月 02 日后)	Final rooming list without further reduction (房间没有更多的减免)

This attrition allowance does not apply if Customer cancels the Agreement or does not hold the event at Hotel. If Customer 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:

如果客户撤销本协议或未在酒店举行该活动，该约定的损耗条款则不适用。如果客户在酒店举行其活动，但未履行其经调整的最低客房消费承诺，则该客户应支付下列客房损耗损失（加上所有适用的税费）以补偿酒店合理预计的损失：

Guest Room Attrition Damages = Adjusted Minimum Guest Room Revenue minus actual guest room revenue from Room Block
客房损耗损失= 经调整的最低客房消费 减去 预留客房的实际客房消费

Any shorten of stay, cancellation or no-show of guest rooms after the above-mentioned Final Review Date will be subject to Cancellation charges in full.
在以上提及的最后检阅时间之后，任何形式的减少住店时间，取消或者未登记入住都会被收取全额取消费。

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，并按下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 22 May, 2023 (在 2023 年 05 月 26 日后)	50% of Total Minimum Revenue 最低总消费的 50%
After 2 June, 2023 (在 2023 年 06 月 05 日后)	100% of Total Minimum Revenue 最低总消费的 100%

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: 付款将按下述方式支付。请勾选适用的选项。

Guest rooms (including applicable taxes and automatic or mandatory charges): 客房（包括适用的税费和自动或强制性收费）：	<input checked="" type="checkbox"/> Master Account 客户	<input type="checkbox"/> Guests 客人
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 客户	<input type="checkbox"/> Guests 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 checked="" type="checkbox"/> Master Account 客户	<input type="checkbox"/> Guests 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 30 May, 2023 2023 年 5 月 30 日	50% of Total Minimum Estimated Charge is – CNY150, 000.00 (50%的消费总金额 – 人民币 150, 000.00 元)
Second Deposit 第二笔押金	Upon 5 June, 2023 2023 年 6 月 5 日	50% of Total Minimum Estimated Charge is – CNY150, 000.00 (50%的消费总金额 – 人民币 150, 000.00 元)
Balance Payment 尾款	Before 9 June, 2023 于 2023 年 06 月 9 日之前	Extra charges during the stay and event (支付住店及活动期间所产生的任何其他费用)

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 05.31.2023. If Customer will pay using a credit card honored by Hotel, a valid credit card must be provided to Hotel no later than 05.31.2023, 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 2023 年 05 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 2023 年 05 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是注明其为保密信息。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的责任, 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立仲裁员进行仲裁, 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, 双方仍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.

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法或不可能, 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。

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。

Authorized Signatory

授权签名样

This is to authorize **Niki Zhang** as representative of for the settlement of hotel expenses for Tik Tok June Group at W Shanghai – The Bund from 06.08.2023 to 06.09.2023. Her signature are authorized and legally.

兹授权下列人员张清清为康辉集团国际会议展览有限公司在上海外滩 W 酒店举办抖音 6 月团队 (06.08.2023 至 06.09.2023) 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): 张清清

张清清
康辉集团国际会议展览有限公司
06/08/2023

ACCEPTED AND AGREED TO:
同意并接受:

康辉集团国际会议展览有限公司

By
张清清

Date
日期



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

Estella Xu 徐荷
Director of Sales – Events
销售总监 – 宴会

Date
日期

By

Eric Ge
葛方竑
Director of Sales & Marketing
市场销售总监

Date
日期

By

JERRY JOHN
庄杰瑞
General Manager
总经理

Date
日期