



**团体活动协议-修订版**  
**GROUP EVENT AGREEMENT-Revised**  
**康辉集团北京国际会议展览有限公司**  
**Comfort International MICE Service Co.,Ltd**

2021 年 12 月 9 日

9 December 2021

马洁女士

Ms. Jie Ma

康辉集团北京国际会议展览有限公司  
农展馆南路 13 号瑞辰国际中心 15 层 1510 室  
北京市朝阳区

Comfort International MICE Service Co.,Ltd  
Room 1510, 15 / F, Ruichen International Center,  
13 nongzhazhan South Road,  
Chaoyang District, Beijing

通过电子邮件/传真: Via Email / Fax: majie@cct.cn/

尊敬的马女士,  
Dear Ms. Ma,

本团体活动协议及附件构成康辉集团北京国际会议展览有限公司和深圳卓越酒店管理有限公司四季酒店(“酒店”)就 2022 年 01 月 15 日至 2022 年 01 月 17 日期间进行的腾讯/康辉集团北京国际会议展览有限公司-年终晚宴安排(“活动”)签订的完整协议。

This Group Event Agreement and the attached Appendices constitute the entire agreement between Comfort International MICE Service Co.,Ltd and SZ Excellence Hotel MGT Ltd FS, Four Seasons Hotel (the “Hotel”) regarding arrangements for Tencent/Comfort International MICE Service Co.,Ltd-Annual Dinner (the “Event”) to be held over the dates of 15 January 2022 to 17 January 2022.

考虑到上述各方的相互义务, 双方达成如下协议:

In consideration of the mutual obligations of the above parties, the parties agree as follows:

**第一部分 - 商业条款**  
**PART ONE - BUSINESS TERMS**

**第 1 条 客房需求**

**SECTION 1 - ROOM BLOCK**

酒店同意将根据本协议的条款和条件提供下述客房, 康辉集团北京国际会议展览有限公司同意负责根据本协议的条款和条件预订下述客房。

The Hotel agrees it will provide and Comfort International MICE Service Co.,Ltd agrees it will be responsible for a block of guest rooms, as set out below, subject to the terms and conditions set out in this Agreement.

客房和房价

**Guest Room Block and Rates**

**A. 客房需求**

**Room Block**

日期 Date	房型 Room Type	豪华大床房 Deluxe King Room 43-45m²	豪华双床房 Deluxe Double/Double Room 43-45m²	尊贵大床房 Premier King Room 46-58m²	四季大床房 Four Seasons King Room 56-72m²	行政大床房 Club King Room 54-63 m²	房间总数 Total
	¥1,300 净价含单早 ¥1,300net with 1 breakfast	¥1,300 净价含双早 ¥1,300net with 2 breakfast	¥1,500 净价含单早 ¥1,500net with 1 breakfast	¥1,700 净价含至多 1 人行政礼遇 ¥1,700net with Club Benefit for up to 1 persons			
2022 年 01 月 15 日 January 15, 2022	57	4	50	20	15	146	
2022 年 01 月 16 日 January 16, 2022	57	4	50	20	15	146	
2022 年 01 月 17 日 January 17, 2022	退房 Check out						
房间总数 Total Rooms	114	8	100	40	30	292	
总房费（人民币） Total Expense (CNY)	148,200	10,400	150,000	68,000	51,000	427,600	

**B. 房价：（单人入住/双人入住）**

**Room Rates: (Single/Double Occupancy)**

预计消费费用见附录 A。以上房价已包含 10% 服务费及在总价基础上 6% 的增值税。

Estimated revenues are set out in Appendix A attached. Rate is inclusive of 10% service charge and 6% VAT applicable thereafter.

以上房价根据实际登记入住的客人数量，每间客房最多含一份早餐。（豪华双床房含双早）。额外早餐为每人每餐人民币 180 元加 15% 服务费(已包含政府的相关税收)，在馥餐厅提供。

The above rates quoted are inclusive of one persons buffet breakfast depending on number of guest checked in to the room. Deluxe Twin room is inclusive of two persons buffet breakfast. Additional breakfast is charged at CNY180+15% service charge (applicable government taxes included) per person per meal and is served at FOO Restaurant.

除非已提前 14 天提供担保，否则床的类型根据酒店入住情况可能会更改。

Bed types may be subject to change, otherwise guaranteed 14 days in advance.

房价是基于团队预订的最高峰晚最少预订 107 间房而提供的，如果房晚数量少于 107 间房，房价将使用于 <门市价>。

Rates are based on minimum of 107 rooms on peak night. In the event group block falls below 107 rooms on peak night, applicable <Best Available Rate> will apply.

房价包含标准宽带连接

Rates are inclusive of Standard Internet Access

聚贤阁位于我们酒店的 29 楼，开放时间从 6:30 到 23:00，我们将为您提供如下服务：

Executive Club Lounge is located on 29th floor, open from 6:30 am to 11:00 pm, offers a variety of services and facilities that includes the following:

- 个性化的入住和退房  
Personalized arrival and departure arrangement
- 提供商务中心和私人礼宾服务  
Personalized Concierge and Business Centre services
- 早上 6:30 至 11:00 在行政酒廊享用精选欧陆式早餐  
Breakfast at Executive Club from 6:30am to 11:00am
- 下午 2:30 至 5:00 享用下午茶  
Afternoon Tea from 2:30pm to 5:00pm
- 下午 5:30 至晚上 8:00 享受免费鸡尾酒时光  
Cocktails and Canapés from 5:30pm to 8:00pm
- 早上 11:00 至晚上 11:00 享用精选红白葡萄酒及精美小食和水果  
Red and white wine, homemade cookies and fresh fruits from 11:00am to 11:00pm
- 衣物熨烫服务（入住期间限三件）  
Pressing service (3 pieces per stay)
- 客房内市内电话  
In-room local calls
- 高速上网  
Premium Internet access
- 每次入住可使用一小时会议室（需提前预定并视预订情况而定）  
One hour usage of the Executive Club Meeting Room per stay (Advance reservations required and subject to availability)

所有的在住客人均可以加 550 元供一人成人享用行政楼层礼遇；700 元供两位成人享用；850 元可供三位成人享用。价格应另附加 10% 服务费及在总价基础上 6% 的增值税。

All in-house guests are welcome to join Executive Club daily supplement at CNY 550 for single occupancy, CNY 700 for double occupancy, CNY 850 for triple occupancy. Rate is subject to 10% service charge and 6% VAT applicable thereafter.



**第 2 条 预订方式**  
**SECTION 2 – RESERVATION METHOD**

**(1) 预订**

**Booking**

**团队预定 Group Booking**

康辉集团北京国际会议展览有限公司应不迟于 2022 年 01 月 6 日向酒店提供一份房客名单（“名单”）。此日之后，未预订的客房将被视为取消，酒店有权对外销售。在此日期后，如需增加房间将视酒店入住率，按[团队价]继续接受预订。名单上必须填写姓名、抵达/离开日期、吸烟喜好和详细的付款说明。名单在首次提交后的任何补充或修改，应直接向酒店的宴会服务部提出。任何附加的名单或额外的订房导致房晚数量增加的，应对客房预订和预计客房收入进行调整。

**Comfort International MICE Service Co.,Ltd** shall submit an advance rooming list (the “List”) to the Hotel no later than **23 November**. After this date, any unreserved rooms will be considered canceled and may be released by the Hotel for general sale. The Hotel will continue to accept reservations after this date on a space available basis at **[Group Rate]**. The List must be complete with names, arrival/departure dates, smoking preferences and specific payment instructions. Any additions or revisions to the List, subsequent to its initial submission, should be made directly with the Hotel's Conference Services Department. Any additions to the List or additional reservations resulting in an increase in the number of room nights shall result in an adjustment to the Room Block and the Estimated Room Revenue.

在提供担保的情况下，酒店将为晚到的客人保留客房。每次预订的担保采用预付定金的形式，以现金或主要信用卡支付，或提前与酒店信贷部门签订信贷协议，作为第一晚房费和税费。

All guest rooms will be held for late arrival, if guaranteed. A guarantee on each reservation shall be in the form of an advance deposit for the payment of the first night's room and tax, either cash or a major credit card, or pre-arrangements made with the Hotel's credit department.

**(2) 入住/退房时间**

**Check In/Check Out Time**

入住时间为下午 2:00。如要求提前入住，将视酒店客房分配情况而定。退房时间为中午 12 时。除非与酒店管理层有事先安排，否则此时如有任何客房未退房，将向康辉集团北京国际会议展览有限公司收取逾期房费。Check-in time is 2:00 p.m. Room assignments prior to this time are subject to availability. Check-out time is 12:00 noon. If any room is not vacated by this time, **Comfort International MICE Service Co.,Ltd** will be charged a late charge, unless prior arrangements are made with the Hotel's management.

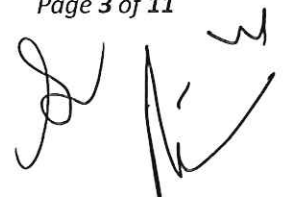
**第 3 条 押金**

**SECTION 3- DEPOSIT**

康辉集团北京国际会议展览有限公司必须遵循以下押金表。鉴于康辉集团北京国际会议展览有限公司履行其在本协议项下的义务，押金将从最终账单金额中扣除。除非出现不可抗力因素，否则押金不可退还。

**Comfort International MICE Service Co.,Ltd** must adhere to the following Deposit schedule or all commitments may be released at the option of the Hotel. Provided **Comfort International MICE Service Co.,Ltd** meets its obligations under this Agreement, the Deposit will be deducted from the final billed amount. The Deposit is non-refundable except in the case of force majeure.

付款期限 Due Date	总体合计应付金额 Total Expenses Amount Due
1. 2021 年 12 月 17 日 December 17, 2021	预计总消费的[20]%（见附录 A） Being [20]% of Estimated Total Expenses (Per Appendix A)
2. 2021 年 12 月 31 日 December 31, 2021	预计总消费的[30]% Being [30]% of Estimated Total Expenses
3. 2021 年 01 月 10 日 January 10, 2022	预计总消费的[30]% Being [30]% of Estimated Total Expenses
4. 2022 年 01 月 17 日 January 17, 2022	预计实际总消费的余额，10 个工作日内结清 Being the balance of Actual Total Expenses, settlement will be made within 10 working days







请将预付款电汇致以下账户:

To facilitate prepayment, kindly send us payment as follow:

**Wire Transfer Banking Information**

Name of Account: SZ Excellence Hotel MGT Ltd FS Hotel

Bank Account: Bank of China, Shenzhen Branch, Huanggang Business Center-Sub Branch

Bank Address: Fulou Commercial 01 Layer, Huanggang Business Center, 2028-1, Jintian Road, Futian District, Shenzhen

Account No. : 775760849902 (CNY Currency)

Swift code: BKCHCNBJ45A

银行信息如下:

帐户名称: 深圳卓越酒店管理有限公司四季酒店

银行名称: 中国银行深圳分行皇岗商务中心支行

银行地址: 深圳市福田区金田路 2028-1 皇岗商务中心附楼商业 01 层

银行账号: 775760849902 (人民币账号)

Swift Code: BKCHCNBJ45A

如需第三方境外转账, 请务必注明付款公司的银行账户名全称。

If overseas payment is to be made through a Third Party bank transfer, please indicate the complete Bank Account Name of the company paying.

以上所述的押金金额是酒店将收到的净额, 任何银行费用以及类似的交易费用均由付款人承担。

Amount shown above is NET amount to be received by the Hotel, any bank charges and similar transaction costs to be covered by the payer.

**第 4 条 取消**

**SECTION 4 - CANCELLATION**

**(1) 取消费**

**Cancellation Fee**

如果康辉集团北京国际会议展览有限公司取消整个活动, 酒店将遭受损失, 损失额等于酒店应从与活动有关的客房出售、餐饮提供、酒店各种餐厅、娱乐设施的使用、零售佣金和其他相关付款等赚取的利润。双方承认, 该等损失难以量化, 并已同意酒店将对康辉集团北京国际会议展览有限公司评估取消费(“取消费”)作为违约金而非罚金。双方同意, 取消费将基于酒店收到书面取消通知之日, 并按以下范围计算如下: (i) 预计客房收入的百分比, 和(ii) 预计餐饮收入的百分比:

If **Comfort International MICE Service Co.,Ltd** cancels the entire Event, the Hotel shall have suffered damages equivalent to the profits that the Hotel would have earned from the sale of rooms, the catering of food and beverage, food and beverage outlets, and use of recreation facilities, commission on retail sales and ancillary payments 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 fee, (the "Cancellation Fee") against **Comfort International MICE Service Co.,Ltd** as liquidated damages and not as a penalty. The parties agree that the Cancellation Fee will be based on the date written notice of cancellation is received by the Hotel, and calculated as (i) a percentage of Estimated Room Revenue and (ii) a percentage of Estimated Food and Beverage Revenue in accordance with the following scale:

活动前天数 Number of Days Prior to the Event	预计总体消费的百分比 Percentage of Estimated Expenses
0-30 天 0-30 days	占预计全部消费的 100% 100% of the total estimated expenses
45 天 Up to 45 days	占预计全部消费的 85% 85% of the total estimated expenses
90 天 Up to 90 days	占预计全部消费的 75% 75% of the total estimated expenses

**(2) 支付取消费**

**Payment of Cancellation Fee**

在取消的情况下, 取消费应在取消日后 30 天内支付, 此后取消费将生成利息, 利率为每月 1.5% (每年 18%) 直到付清, 除非利率超过适用法律允许的最大利率, 在这种情况下, 适用最大利率。康辉集团北京国际会议展览有限公司支付的押金将用于抵消所欠取消费。





In the case of cancellation, the Cancellation Fee is payable within 30 days of the date of cancellation after which time the Cancellation Fee will bear interest at the rate of 1 1/2% per month (18% per annum) until paid, unless this rate exceeds the maximum rate permitted by applicable laws, in which event the maximum legal rate shall apply. Deposits paid by Comfort International MICE Service Co.,Ltd will be applied against the Cancellation Fee owing.

## 第 5 条 损失 SECTION 5 – ATTRITION

### (1) 损失费

#### Attrition Fee

如果康辉集团北京国际会议展览有限公司取消部分预订客房，或未入住预订客房（“损失”），酒店将遭受损失，损失额等于酒店应从与未入住客房（“损失客房”）有关的客房出售、酒店各种餐厅和其他相关付款等赚取的利润。双方承认，该等损失难以量化，并已同意酒店将对康辉集团北京国际会议展览有限公司评估损失费（“损失费”）作为违约金而非罚金。损失费计算为损失客房的预计客房收入的 100%。如果酒店能够转售任何损失客房，则该等客房不会纳入损失费的计算。在此进一步明确说明，酒店预留的所有客房必须在损失客房被视为转售之前出售。根据法律规定收取所有适用的税费。

If Comfort International MICE Service Co.,Ltd partially cancels the rooms from the Room Block or blocked rooms are not otherwise taken up by Comfort International MICE Service Co.,Ltd (“Attrition”), the Hotel will have suffered damages equivalent to the profits that the Hotel would have earned from the sale of rooms, food and beverage outlets, and ancillary payments, in connection with the rooms not taken up (“Attrition Rooms”). The parties acknowledge that it is difficult to quantify damages and have agreed that the Hotel shall assess an attrition fee, (the “Attrition Fee”) against Comfort International MICE Service Co.,Ltd as liquidated damages and not as a penalty. The Attrition Fee is calculated as 100% of Estimated Room Revenue for the Attrition Rooms. If the Hotel is able to resell any of the Attrition Rooms, such rooms will not be included in the calculation of the Attrition Fee. For greater certainty, all rooms in Hotel inventory must be sold before any of the Attrition Rooms are considered resold. All applicable taxes will be charged where required by law.

尽管有上述规定，如果康辉集团北京国际会议展览有限公司在 1 月 6 日前通知酒店，酒店允许临时取消至多 10% 的客房预定总额，1 月 10 日前可再通知酒店，酒店允许临时取消在 1 月 6 日取消数量的基础上至多 18% 的客房预定总额，而无需根据本条规定评估损失费，前提是活动不得完全取消。损失累积计算，活动前后至多 3 天的客房数可以纳入入住客房计算。

Notwithstanding the above, up to prior to January 6 Comfort International MICE Service Co.,Ltd is permitted an attrition allowance of up to 10% and prior to January 10 Comfort International MICE Service Co.,Ltd is permitted an attrition allowance of up to 18% on the basis of the quantity cancelled on January 6 of anticipated revenue from the Room Block commitment on the Option Date, without being assessed an Attrition Fee, in accordance with this provision, provided the Event is not fully cancelled. Attrition is calculated on a cumulative basis and rooms for up to 3 days pre-event and post-event may be included as rooms taken up in the calculation.

### (2) 支付损失费

#### Payment of Attrition Fee

如果取消的客房预订总额超过酒店允许的范围，损失费和任何有关税费将纳入此活动的最终发票中。损失将累积计算。

Where Attrition exceeds the permitted attrition allowance, the Attrition Fee and any related taxes will be added to the Event's final invoice. Attrition will be calculated on a cumulative basis.

## 第 6 条 付款程序 SECTION 6 - PAYMENT PROCEDURE

### (1) 付款选择

#### Payment Options

酒店将为康辉集团北京国际会议展览有限公司设立一个主账户（“主账户”），以下“主账户费用”项下标明的所有项目将计入主账户，待信用部经理的信贷批准。如果信贷未被批准，则应在活动前支付所有款项，付款方式将通过转账或者信用卡或者借记卡来支付款项。个人参加者必须在到达后通过提供信用卡授权付款，并负责所有以下标明的费用。未明确标明的任何剩余的费用将计入主账户。

A master account will be established for Comfort International MICE Service Co.,Ltd (“Master Account”) and all items marked under “Charge to Master Account” below will be charged to the Master account,

pending credit approval by Credit Manager. If credit is not approved, then all payments must be made in advance of the Event. The payment methods through Bank transfer or Credit Card or Debit Card. Individual attendees will be required to establish credit by providing a credit card for authorization upon arrival, and will be responsible for all indicated charges. Any remaining charges, which are not specifically indicated, will be charged to the Master Account.

服务项目 Service	主帐户支付 Charge to Master Account	个人支付 Individual Pays Own Charge
客房, 服务费和税费 Room, Service charge and Tax	√	
电话费 Phone Calls		√
洗衣/仆从服务 Laundry/Valet		√
餐厅消费 Food Outlets		√
酒水柜 Mini Bar		√
停车费 Parking Charges		√
交通服务 Transportation		√
行李员小费 Bellman Gratuities		√
其它消费 (请注明) Miscellaneous (please indicate)		√

## (2) 结算

### Account Settlement

所有欠款的最终发票 (“发票”) 将于活动结束后开具。除非事先与酒店信贷部经理有结账安排, 应在收到发票后立即支付无争议的所有最终款项。

A final invoice (the “Invoice”) of all outstanding amounts will be prepared at the close of the Event. Final payment of all amounts not in dispute is due immediately upon receipt of the Invoice, unless prior billing arrangements have been made with the Hotel's Credit Manager.

## 第二部分 – 法律条款 **PART TWO – LEGAL TERMS**

### 第 7 条 对酒店的损害

#### SECTION 7 - DAMAGES TO HOTEL



对于酒店或其任何雇员或员工遭受或产生的、因康辉集团北京国际会议展览有限公司或其雇员、受邀人或外部承包商直接或间接引起的所有负债、损失、索赔、要求、损害、成本和费用 (包括但不限于财产损失和/或人身伤害), 康辉集团北京国际会议展览有限公司应承担责任。

**Comfort International MICE Service Co.,Ltd** shall be responsible for all liabilities, losses, claims, demands, damages, costs and expenses, including (without limitation) property damage and/or personal injuries suffered or incurred by the Hotel or any employee or staff member of the Hotel and arising as a direct or indirect result of the negligence or willful misconduct of **Comfort International MICE Service Co.,Ltd** or its employees or any invitee of or outside contractor hired or engaged by **Comfort International MICE Service Co.,Ltd**.

### 第 8 条 赔偿

#### SECTION 8 – INDEMNITIES

合同双方在此同意, 如一方及其董事、高级职员、员工、经营者或代理人 (均称为“受偿人”) 遭受或产生的, 因对受偿人提起的与活动有关的, 因另一方或其董事、高级职员、员工、经营者和代理人的疏忽、欺诈或故意不当行为直接引起的任何索赔、程序、民事、刑事或行政处分、质询、诉讼或法律行动直接引起的任何负





债、损失、索赔、要求、损害、成本和费用（包括但不限于合理的法律费用和支出），另一方同意向受偿人进行赔偿，为受偿人辩护，并使其免受损害。上述赔偿不适用于受偿人因自己的疏忽、欺诈或故意不当行为索赔的情形。

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.

前述规定按照适用的酒店经营者立法而定，并没有修改双方的任何权利或义务。

The foregoing is not intended to modify any rights or obligations of the parties as set out in the applicable innkeepers legislation.

#### 第 9 条 保险 SECTION 9 – INSURANCE

康辉集团北京国际会议展览有限公司和酒店同意在活动期间取得和维持合理谨慎的公司在其各自行业中会取得的种类和金额的保险，且一经要求，即向另一方提供保险证明。

**Comfort International MICE Service Co.,Ltd** and the Hotel agree to obtain and maintain throughout the term of the Event, insurance of such types and in such amounts as a reasonably prudent company in their respective industries would obtain and, upon request, each agrees to provide the other with evidence of such insurance.

#### 第 10 条 不可抗力因素 SECTION 10 - FORCE MAJEURE

如果因酒店或康辉集团北京国际会议展览有限公司不能合理控制的原因（包括但不限于罢工；劳务纠纷；政府机关的行为、法规或命令；流行病和传染病；内乱；灾难；恐怖活动；战争行为；天灾；火灾；水灾或其他紧急情况；延迟对酒店进行必要、重要的维修、运力缩减，导致至少 60% 的出席者不能到达酒店），酒店或康辉集团北京国际会议展览有限公司履行本协议项下的义务是不可能的或不合法的，则免除未履行义务的责任，受影响方可以终止本协议，而不承担其他任何性质的责任，并且任何押金应予以退还。双方同意诚信协商，重新预订因不可抗力事件取消的任何活动。重新预订的活动需支付押金。

If for any reason beyond the Hotel's or **Comfort International MICE Service Co.,Ltd's** reasonable control (including but not limited to strikes; labor disputes; acts, regulations or orders of governmental authorities; pandemics or epidemics; civil disorder; disasters; acts of terrorism; acts of war; acts of God; fires; flood or other emergency conditions; any delay in necessary and essential repairs of the Hotel, any curtailment of transportation such that at least 60% of attendees cannot arrive at the Hotel) it is impossible or illegal for the Hotel or **Comfort International MICE Service Co.,Ltd** to perform its obligations under this Agreement, such non-performance is excused and such affected party may terminate this Agreement without further liability of any nature, and any Deposit shall be returned. The parties agree to negotiate in good faith to rebook any Event cancelled due to a force majeure event. Deposits may be applied to the rebooked Event.

#### 第 11 条 一般条款 SECTION 11 - GENERAL PROVISIONS

##### (1) 新型冠状病毒肺炎

##### COVID-19

康辉集团北京国际会议展览有限公司承认并同意，由于新型冠状病毒肺炎大流行，酒店可能会要求活动参与者遵守有关政策和程序，以确保客人和员工的安全，包括但不限于体温检查、保持身体距离和在公共场所佩戴口罩。请访问[\[https://www.fourseasons.com/shenzhen/welcome-back\]](https://www.fourseasons.com/shenzhen/welcome-back)获取有关酒店政策和程序以及现有服务和设施的最新信息。

**Comfort International MICE Service Co.,Ltd** acknowledges and agrees that, as a result of the COVID-19 pandemic, Hotel may require Event attendees to comply with certain policies and procedures to promote guest and employee safety, including but not limited to temperature screening, physically distancing and wearing a mask while in public spaces.





Please visit [<https://www.fourseasons.com/shenzhen/welcome-back>] for the most current information about Hotel's policies and procedures and available services and amenities.

(2) 管辖法律

**Governing Law**

本协议受中华人民共和国法律管辖并据其解释。

This Agreement shall be governed by and construed in accordance with the laws of People's Republic of China.

(3) 通知

**Notices**

本协议要求或规定的所有通知应采用书面形式，在专人递送、传真发送或要求回执的挂号信寄至另一方接收后，立即生效。记录联系人为：

All notices required or provided for under this Agreement shall be in writing and shall be effective immediately upon receipt by personal delivery, electronic mail (e-mail) facsimile transmission or registered mail, return receipt requested, addressed to the other party's attention. Contact of Record is:

康辉集团北京国际会议展览有限公司: Comfort International MICE Service Co.,Ltd:	酒店: 深圳四季酒店 Hotel: Four Seasons Hotel Shenzhen
北京市 朝阳区农展馆南路 13 号瑞辰国际中心 15 层 1510 室	中国广东省深圳市福田区福华三路 138 号 518048
Room 1510, 15 / F, Ruichen International Center, 13 nongzhazhan South Road, Chaoyang District Beijing	138 Fuhua Third Road, Futian District, Shenzhen, Guangdong, China 518048
收件人: 马洁女士	收件人: 汤忠昊
Attention: Ms. Jie Ma	Attention: Louis Tang

(4) 不放弃追究违约责任

**Non-Waiver of Breach**

如果一方未能要求另一方严格、充分地遵守、维持或履行任何承诺或协议，不得被解释为该方放弃追究另一方不履行或违反承诺的权利。

Any failure to demand strict and full performance of any of the covenants or agreements on the part of the other party, to be observed, kept or performed, while the party is in default with respect to any such covenant or agreement, shall not be construed to be a waiver by the first party of any such default or breach of covenant.

(5) 授权签字

**Authority to Sign**

如果本协议由康辉集团北京国际会议展览有限公司以公司、合伙、协会、俱乐部或社团的名义签署，签字人应向酒店声明保证其拥有签署本协议的全部授权。

If this Agreement is signed by Comfort International MICE Service Co.,Ltd in the name of a corporation, partnership, association, club or society, the person(s) signing represents and warrants to the Hotel that he/she has full authority to sign such agreement.

(6) 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它方。试图这样做的，被视为本协议项下的取消，将收取适当的取消费。

This Agreement is for the provision of services exclusively to Comfort International MICE 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.

(7) 完整协议

**Entire Agreement**

本协议包含双方之间的全部理解；对本协议的修改，只能采取书面形式并经双方签署。

This Agreement contains all of the understandings between the parties and may only be modified in writing signed by both parties.



(8) 可分性

**Severance**

如果本协议的一项或多项规定在任何方面被认定为无效、非法或不可执行，本协议其他规定的有效性、合法性和可执行性将不以任何方式受到影响或损害。

In the event that one or more of the provisions of this Agreement shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

(9) 服务费及税费

**Service charge and Taxes**

以上所有费用，除明确说明“净价”外，均需加收 10%服务费及在总价基础上计算的相应增值税。

The above mentioned charge excludes 10% service charge and VAT applicable thereafter unless otherwise being identified as “Net” price

(10) 所有条款如有歧义均以中文为准，酒店享有最终解释权

This agreement contains all of the understandings between both parties and may only modified in writing signed by both parties.



有鉴于此，双方促成本协议在以下签署的生效日起本协议正式生效。

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the date last written below.

深圳卓越酒店管理有限公司四季酒店  
SZ Excellence Hotel MGT Ltd FS Hotel

签字: 汤忠昊 日期: 9/12-2021

Per: \_\_\_\_\_ Date: \_\_\_\_\_

姓名: 汤忠昊

Name: Louis Tang

职务: 销售总监 - 公司客户

Title: Director of Sales - Corporate

签字: \_\_\_\_\_ 日期: \_\_\_\_\_

Per: \_\_\_\_\_ Date: 18 Dec 2021

姓名: 许仁玲

Name: Ginny Khaw

职务: 市场销售总监

Title: Director of Marketing

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

签字: \_\_\_\_\_ 日期: \_\_\_\_\_

Per: \_\_\_\_\_ Date: \_\_\_\_\_

姓名: 马洁女士

Name: Ms. Jie Ma

职务: \_\_\_\_\_

Title: \_\_\_\_\_





附录 A  
APPENDIX A

预计收费（包含服务费及税费）：

Estimated Charges (inclusive of Service charge and Tax):

预计客房消费 Estimated Room Expense	人民币 <u>427,600</u> 元（“预计客房消费”） CNY <u>427,600</u> (the “Estimated Room Expense”)
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A handwritten signature in black ink, consisting of stylized cursive letters.