

## Team Building Service Agreement

### 团队建设服务合同书

#### Party A China Comfort Travel Group Co., Ltd

甲方：中国康辉旅行社集团有限责任公司

#### Party B SHANGHAI YIXI CULTURE COMMUNIATION CO.LTD.

乙方：上海夷希文化传播有限公司

Under friendly negotiation and agreement from both parties, Party B will organize a teambuilding workshop which named African Drum for Party A according to following conditions:

受甲方委托，乙方为甲方承办团队建设培训课程《艺术涂鸦》。经双方友好协商，达成以下协议：

1. **Number Of Participants:** 65 persons (A minimum of 65 people will be included and anyone extra will be surcharged with the fee of RMB 600 per person.)  
参训人数：65人（不足 65 人按 65 人计，每增 1 人按 600 元/人加到总费用）
2. **Targeted Date:** On 30<sup>th</sup> December, 2016  
课程时间：2016 年 12 月 30 日
3. **Location:** Tianjin City  
课程场地：天津
4. **Team Building Training fee:** RMB40,000 (Including tax fee)  
培训费用：人民币 40,000 元 (含税费)

**Including:** Planning setting fee, Professional instructors, Training equipment and props fee, Gov. tax fee)

包括：设计费、顾问培训师费、培训设备与道具费、税费。

**Not including:** Party A would cover logistics service fee like as meeting room used for delivering team building session, food and beverage fee for participants.

未包括：后勤费用由甲方负责，如会议室租用费用（用于 Team building 总结或备份活动）、活动过程中的学员茶歇与餐饮。

#### 5. **Payment items:**

付款方式：

After signing the team building agreement, Part A must pay RMB 28,000 as the first payment to part B 7-day before team building session starts, and all the remaining would be transferred within 7-day after the team building. When Party A delays in payment, for each overdue day, Party A must pay an extra 5% interest penalty for delayed payment. Party B will be entitled to investigate Party A's liability for breach of contract when there is a delayed payment of 10 days. Meanwhile Party B provides the same amount and valid invoice for Party A.

协议签定后，甲方把首付款即人民币 28,000 元在团队建设活动前 7 天即 12 月 23 日前以转帐方式支付完成；尾款将于活动结束后 7 天内即 1 月 6 日前完成支付。甲方延期支付的，每逾期一日，按时向乙方支付尾款总额每天 5‰的违约金。逾期达到 10 天，乙方有权追究甲方违约责任。乙方提供等额且合法有效的发票给甲方。

**Bank Information/付款帐号信息如下:**

- 开户银行: 中国农业银行股份有限公司上海宝山支行;
- 帐户名: 上海夷希文化传播有限公司;
- 银行帐号: 03344500040274083

**6. Responsibilities of agreement violation:**

违约责任:

(1) When the team building course couldn't be held due to the reasons from Party A or both of Party's' causes.

(1) 当由于甲、乙双方自身因素导致本课程不能开展时:

(a) If the training fails due to reasons caused by Party B, Party B shall return the deposit and compensate in cash at the same amount as the deposit.

乙方因素导致课程不能开展的, 乙方退还甲方定金, 并给予相同金额的赔款;

(b) If the training fails due to reasons caused by Party A, Party B won't return the deposit.

甲方因素导致课程不能开展的, 乙方不退回定金;

(2) If the outdoor team building training fails due to terrible weather (e.g. Typhoon, Rainstorm, and Sandstorm) or other force majeure, Party A agrees that Party B will take the backup plan for team building in the meeting room, Party A should bear the charge of insurance.

(2) 恶劣天气(如台风地震等)不可抗力因素导致户外团队建设培训课程不能进行时, 甲方同意把课程地点将改为酒店会议室, 并由乙方启用经甲方事先同意的备用方案, 如若购买保险仍由甲方承担;

(3) If Party A chooses to cancel the training, Party B shall return the deposit through normal financial procedure after deduction of necessary expense (Such as training equipment purchasing fee etc.) in which would be calculated according to the invoice or receipt of the amount actually incurred.

(3) 如甲方要求取消活动, 必须支付该活动已发生的各项直接费用(如活动道具采购等成本), 赔偿金额以实际费用的发票或收据为准。

**7. Safety and Insurance**

安全与保险:

(1) Party A should promise all participants have no heart disease, brain vein disease or serious breathing system disease or high blood-pressure. Otherwise, Party A shall take all the responsibilities subsequent.

(1) 甲方保证参加活动人员无心脏病、脑血管病或严重呼吸道及高血压等疾病, 否则必须承担由此而引起的一切后果;

(2) Participants from Party A should severely follow the direction and arrangement of Party B. It is forbidden to act or use any of the base facilities

without permission of Party B. Party B will not take responsibilities for any disapproved or non-recognized activities and actions.

(2) 凡未经乙方工作人员认可的活动及行为，乙方不承担任何责任；凡未经乙方工作人员同意脱离团队或私自行动发生意外的，乙方不承担任何责任。

(3) Party B should cover participants of Party A against the incident disable and medical insurance (Highest compensation of RMB500,000.00 per participant).

(3) 乙方为甲方活动人员购买意外伤残与医疗保险（最高保额人民币 50 万元/人），参加活动人员在活动期间伤残的所产生的所有费用可向保险公司理赔；

8. Any dispute in connection with or arising out of this Agreement shall be submitted to Shanghai International Economic and Trade Arbitration Commission to arbitrate pursuant to its arbitral rules as in effect when registering the case.

与本协议有关或因本协议而产生的一切争议，皆应交由上海国际经济贸易仲裁委员会，按该会受理时有效地仲裁规则作出裁决。

9. If there are any contradictions between Chinese and English, Chinese shall prevail. 本协议如中英文不一致，应以中文为准。

10. Any thing unclear should be discussed under friendly negotiation of both parties. 未尽事宜，双方友好协商。

11. This Agreement is prepared in 2 copies respectively kept by each party. It will be effective as soon as both parties sign it.

本协议一式两份，双方各执一份。协议自签订之日起生效。

Party A China Comfort Travel Group Co., Ltd    Party B SHANGHAI YIXI CULTURE COMMUNIATION CO.LTD.

甲方：中国康辉旅行社集团有限责任公司 乙方：上海夷希文化传播有限公司



Representative/代表:

Representative/代表:

日期：2016 年 12 月 20 日

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附 1 团队建设行程表 **Agenda | 10:00am-4pm 30<sup>th</sup> December, 2016**

Time   时间	Program   项目内容	Goal-Setting   目标设置
9:00-10:00	Internal Training Workshop 内部培训	Sharing, Learning together 共同学习
10:00-11:00	Ice-breaking & grouping activity 破冰与分组活动	Create open and funny atmosphere
11:00-12:00	Activity Option1: 13-Poker game 翻牌竞赛活动	Communication & Teamwork 沟通协作
12:00-13:30	Lunch time 午餐时间	Re-energize 补充能量
13:30-14:00	Warm-up activity 热身过渡活动	Be ready to go 适应与身心准备
14:00-15:45	Briefing to the Art Jamming program 艺术涂鸦简介	Game rules 基本规则与要求说明
	Experience the Art Jamming program 体验艺术涂鸦	Focus on “big picture” 聚焦于大局观
15:45-16:00	Reviewing, Summary 回顾, 分享, 小结	Reflect what we get from... 反思收获

