



THE VENETIAN MACAO
AGREEMENT
EVENT: SD 360 Distributor Meeting
EVENT DATES: May 26, 2021 - May 28, 2021

This Agreement is made and entered on May 20, 2021 (the "Agreement") by and between VENETIAN COTAI LIMITED, a Macau company, the owner and operator of The Venetian Macao located at Estrada da Baía de N. Senhora da Esperança, Cotai, Macau (SAR), P.R. China (the "Hotel") and COMFORT INTERNATIONAL M.I.C.E. SERVICE CO., LTD., a China corporation (the "Organization"). Organization and Hotel are respectively referred to herein as an individual "Party" and collectively as the "Parties."

GROUP INFORMATION

The Organization:
Organization Address:

COMFORT INTERNATIONAL M.I.C.E. SERVICE CO., LTD.
1510 Ruichen International Center
No 13 Nongzhangguan South Road
Chaoyang District
Beijing
China

Organization Contact:

Mr Vincent Qi
Project Manager
COMFORT INTERNATIONAL M.I.C.E. SERVICE CO., LTD.
1510 Ruichen International Center
No 13 Nongzhangguan South Road
Chaoyang District
Beijing
China
Mobile: 86 131 1951 0214
Email: qixin@cct.cn

HOTEL INFORMATION

The Owner:
Owner's Address:

VENETIAN COTAI LIMITED
Estrada da Baía de N. Senhora da Esperança
Cotai, Macau (SAR), P.R. China

Hotel Sales Contact:

Ms Dora Fok
Key Account Manager
Phone: 853 8118 4454
Email: dora.fok@sands.com.mo

Organization: 

Event Name: SD 360 Distributor Meeting
Dates: May 26, 2021 - May 28, 2021

Hotel: 

Contract Generated: May 20, 2021
VMRH Bkg ID#014430

IT IS AGREED:

1. SUITE AND RATES COMMITMENT

The Hotel hereby commits to make available and the Organization hereby commits to purchase on a per day, non-cumulative basis, suites in accordance with the following Suite Block pattern.

The rates stated below are per suite, per night and do not include any applicable service charges, tourism tax and/or other taxes with similar application at the rate applicable at time of occupancy. Rollaway bed is not allowed in Bella Room type.

Venettian - SD 360 Distributor Meeting					
		Wed May 26, 2021		Thu May 27, 2021	
	Occupancy	Rooms	Rate	Rooms	Rate
Royale Deluxe Suite	Single	35	HKD/MOP950.00	35	HKD/MOP950.00
Bella Deluxe Suite	Double	13	HKD/MOP1,150.00	13	HKD/MOP1,150.00
Rialto Deluxe Suite	Single	1	HKD/MOP1,550.00	1	HKD/MOP1,550.00

These rates include:

- Up to a maximum of one (1) buffet breakfast in designated area per Royale Deluxe Suite and Rialto Deluxe Suite per day on May 27, 2021 and May 28, 2021.
- Up to a maximum of two (2) buffet breakfasts in designated area per Bella Deluxe Suite per day on May 27, 2021 and May 28, 2021.

Total Contracted Suites: 98

2. COMMISSIONABLE

The above rates quoted are ten percent (10%) commissionable per suite night to Organization's agent upon final settlement of the Master Account. Payment of this commission is subject to payment to Hotel of all amounts due to Hotel related to Organization and its Event. No commissions are paid on complimentary or special rated suites. When payable, the Hotel shall pay the commission to Organization's agent of record as directed by the Organization. Commissions are payable only on sold and occupied suites. As of the date hereof, Organization's agent of record for the purposes of commission payment hereunder, if any, is **COMFORT INTERNATIONAL M.I.C.E. SERVICE CO., LTD.**, No1610 Rulchen International Center No 13 Nongzhangguan South Road, Chaoyang District, Beijing, China. In the event Organization changes its agent of record prior to the payment of any commission due, it is Organization's responsibility to notify Hotel by in writing.

3. COMPLIMENTARY POLICY AND CONCESSIONS

The Hotel will provide the following:

- One (1) complimentary upgrade to Rialto Deluxe Suite at the group rate of HKD/MOP950.00 (subject to applicable service charges, tourism tax and/or other taxes with similar application at the rate applicable at time of occupancy) per suite per night arriving Wednesday, May 26, 2021 and departing Friday, May 28, 2021.
- One (1) welcome amenity of Hotel choice for VIP on Wednesday, May 26, 2021.
- Complimentary usage of In-suite Internet (24-hour access from time of login) per suite during the event dates.

As a participant of the 2021 "More Than Just Meetings" promotion, SD 360 Distributor Meeting is eligible for the below benefits:

- A five percent (5%) rebate from master bill.
- On a non-cumulative basis, one (1) complimentary room night for every twenty five (25) standard room nights, up to a maximum of twenty (20) rooms per night actually occupied and paid for hereunder at the group rate or above. Complimentary room nights not consumed at the time of the Event will have no future value. All earned complimentary room nights must be consumed during the dates within the Room Block in this Agreement and come out of the Room Block not over and above.

"More Than Just Meetings" promotion Terms and Conditions apply.

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IHG® Business Rewards†

- As The Venetian Macao is an IHG Alliance Resort, you are eligible for and have elected to participate in the IHG® Business Rewards program: The Meeting Planner Qi Xin with IHG® Rewards Club Membership #242649312 will earn three (3) points for every USD1.00 spent on negotiated group room rates, meeting food and beverages and meeting room rental (up to a maximum of 60,000 points for each Qualified Meeting). †Terms and Conditions apply, please refer to <https://www.ihg.com/businessrewards/qb/en/home>

All concessions outlined above are contingent upon a minimum 90% Suite Block utilization as finally adjusted pursuant to the Suite Block Reduction provision.

4. SUITE RESERVATION PROCEDURE

The Organization or their nominated agent will supply the Hotel with a rooming list of individual attendees occupying the suites in the Suite Block. The list shall include the attendees' full name, address, type of accommodation requested, specified billing instructions and arrival/departure pattern. The rooming list must be supplied no later than the Cut-Off Date as set forth below.

5. CUT-OFF DATE

The Cut-Off Date for making reservations will be Friday, May 21, 2021. Reservation requests received after the Cut-Off Date may be accepted at Hotel's discretion on a space available basis at the prevailing rate. All reservations made pursuant to this Agreement and accepted after this date will be applied toward the Organization's Suite Block commitment. Any suites not reserved on or before this date will revert back to the Hotel for resale. However, this will not affect the Organization's obligation to pay for those suites under this Agreement.

6. SUITE BLOCK REDUCTION

This Agreement is based on the Organization's use of the Suite Block as outlined above. The Organization may make a one-time reduction to the Suite Block by a maximum of ten percent (10%) per night on or before Friday, May 21, 2021. This one-time reduction must be made in writing and must be received by Hotel on or before the Cut-Off Date. After this date, Organization is responsible for paying for the entire Suite Block, plus all applicable taxes and service charges at the rate applicable at the time of occupancy as provided in this Agreement whether or not used or occupied by Organization. For any night during the Organization's stay in which all of the suites in the Hotel, excluding the Organization's committed Suite Block, are sold and the unused suites in the Organization's committed Suite Block ("Unused Suites") are thereafter sold, no payment will be due by the Organization. In such case the amount recovered by the Hotel shall be credited to Organization's Master Account on a daily non-cumulative basis. Upon request, the Hotel will provide suite occupancy data to the Organization to verify the Hotel's suite occupancy during the Organization's Event.

7. NOT APPLICABLE

8. MEETING AND FUNCTION SPACE/ "AUTHORIZED AREA"

SCHEDULE OF EVENTS/AUTHORIZED AREA

Date	Start Time	End Time	Function	Setup	Room	AGR	Room Rental
May 26, 2021	5:00 PM	11:59 PM	Dinner Chinese	Rounds	Florence 2201AB-2203	70	HKD/MOP7,000.00 +10% Service Charge
May 27, 2021	8:00 AM	10:00 AM	Breakfast Buffet	Rounds	Florence 2301AB-2303	62	Inclusive in Room Rate
May 28, 2021	8:00 AM	10:00 AM	Breakfast Buffet	Rounds	Florence 2301AB-2303	62	Inclusive in Room Rate

The Meeting and Function Space rates listed above do not include any applicable service charges, tourism tax and/or other taxes with similar application at the rate applicable at time of use of the Authorized Area. The Hotel will make every effort to provide the Organization with the meeting and/or function space to accommodate the number of persons noted above. However, Hotel reserves the right to make changes, if necessary. In the event of change, the Organization will be advised and an alternative will be provided.

The Hotel will set up meeting and/or function space pursuant to the C&E Service Manual which is incorporated into this Agreement by reference and will be provided to Organization. Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover Hotel costs and additional labor. Hotel does not provide extensive general session and/or major production staging.

At least one (1) week prior to arrival, the Hotel must receive a written definitive Plan of Usage setting forth all meeting and/or function space to be utilized under this Agreement. Any meeting and/or function space not so identified will revert back to the Hotel. Thereafter, any increase in meeting and/or function space agreed to by Hotel will result in additional room rental charges. Reduction in either or both Suite Block usage pattern or Food & Beverage commitments will result in the Hotel having the option to reduce meeting and/or function space accordingly and assess additional room rental charges. Organization agrees to pay for the use of the Authorized Area as noted above and pursuant to the provisions of this Agreement.

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Audio Visual & Technical Services: As the audio visual and technical event services partner of the Hotels, Organization can always be assured of the very best support for all events by Sands China Audio Visual Department. If Organization would prefer to select an alternative audio visual and technical services vendor, a daily fee will apply on all contracted set-up and event days as detailed below. These fees include charges relating to utilities and for access to the Hotel's infrastructure. Organization must inform Hotel of its decision to bring its own vendor at least 30 days prior to arrival date. If Organization requires venue rigging services, rigging equipment, the use of rigging points or access to genie lifts, Organization will be required to use Sands China Audio Visual Department, the Hotel's exclusive provider of rigging equipment, rigging services and genie lifts. Additional charges will apply.

Venetian Ballroom	Maximum 2 x 125amp 400Volt /3 phase main power	HKD/MOP15,000 + 10% service charge, per day
6 sections or less of Venetian Ballroom	Maximum 2 x 63amp 400Volt /3 phase main power	HKD/MOP10,000 + 10% service charge, per day
Any Junior Ballroom on Level 1	Maximum 1 x 63amp + 1 x 32amp 400Volt /3 phase main power	HKD/MOP6,500 + 10% service charge, per day
Any Junior Ballroom on Lower Ground	Maximum 1 x 63amp + 1 x 32amp 400Volt /3 phase main power	HKD/MOP3,000 + 10% service charge, per day

*Genie and rigging point hire is charged separately.
 * Should the required power supply exceed the aforementioned, extra charges would be applied based on consumption.
 **Above rates are subject to confirmation minimum seven (07) days prior to load in.

9. FOOD AND BEVERAGE COMMITMENT

This Agreement is based on the Organization's commitment to spend not less than HKD/MOP55,006.00** (excluding applicable taxes, gratuities, service charges, additional labor, production and all other non-food and beverage charges related to the Event) in group food and beverage functions at the Hotel in the Authorized Areas, excluding Hotel's leased outlets. Should the Organization spend less than HKD/MOP55,006.00** the Organization shall pay to the Hotel a fee equal to the difference between the amount the Organization spent on food and beverage functions at the Hotel and HKD/MOP55,006.00** plus all applicable taxes. Food and Beverage commitment is based upon prevailing menu pricing at the time of the Event.

** Chinese Dinner banquet at HKD/MOP6,498.00 plus ten percent (10%) service charge per table of 10 persons, guarantee 7 tables on May 26, 2021.

**Two hours non-alcoholic beverage package at HKD/MOP136 plus ten percent (10%) service charge per person, guarantee 70 pax on May 26, 2021.

10. DEPOSIT POLICY

Listed below is the advance group deposit schedule. Should any deposit not be paid as required, this Agreement will be subject to cancellation by the Hotel without penalty to Hotel and Hotel shall be entitled to all available remedies. The Hotel reserves the right to require an additional deposit if credit is not approved or the Organization's credit standing significantly decreases or the Organization's estimated Master Account significantly increases. Hotel shall have no obligation for interest on any deposit. Please note that the deposit amounts below include the current service charge of ten percent (10%). The current tourism tax of five percent (5%) has been excluded from the deposit, due to government exemption of this tax during the period 11 May – 31 December 2021. Service charges and tourism tax are subject to change.

Charge Type	Date	Amount
Initial Deposit	May 21, 2021	HKD/MOP158,703.00
Balance Due (90% of contract group charge)		HKD/MOP158,703.00

11. CANCELLATION FEE

Notwithstanding and in addition to any other provision of this Agreement, either Party may cancel this Agreement upon written notice to the other Party, for any reason or no reason, at any time prior to the Event. The fee for Cancellation of this Agreement shall be the amount set forth below and shall be due within forty-eight (48) hours of the Cancellation. The amount is due as liquidated damages and it's without prejudice of Hotel seeking compensation for the actual damages incurred. Organization's failure to hold the Event or Hotel's termination for non-payment shall constitute Organization's cancellation under this provision.

Notice of Cancellation Received	Cancellation Fee
On or after signing of this Agreement by Organization	100% of contracted value HKD/MOP160,306.00

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12. METHOD OF PAYMENT

Suite, service and tax charges will be billed to the Organization's Master Account and individual attendees will be responsible for their own incidental charges. Charges for Organization's meeting and function space, food and beverage functions, staff and other suites included on Organization's rooming list as well as attrition charges and all other charges made by those with apparent authority to incur charges on behalf of Organization shall be charged to Organization's Master Account.

13. PREFERRED BILLING PROCEDURE

The Hotel's terms are 100% prepayment. However, credit arrangements may be made through the Hotel's Finance Department upon submittal by Organization of a complete credit application. If approved, the Hotel will establish an account for and with the authority of the Organization to which Organization's direct billings will be charged and the Organization shall be responsible to pay the Hotel (the "Master Account"). The Hotel reserves the right to request an additional deposit to establish credit. In the event credit is not approved, all charges hereunder must be fully prepaid.

The Organization shall promptly pay all fees and deposits when due hereunder. An invoice will be issued following the Event and, to the extent possible, said invoice will include all charges and credits for the Event. However, from time to time, valid charges and/or credits may be posted after the issuance of the Initial Invoice and will be billed separately. All fees and charges accruing to Organization's Master Account must be paid within thirty (30) days from the date of invoice unless otherwise specified herein.

All payments shall be made directly to the Hotel care of Venetian Cotai Limited, Accounts Receivable, Finance Department, 5th Floor, Estrada da Baía de N. Senhora da Esperança, Cotai, Macau, S.A.R. P.R. China, in cash or by certified bank, cashier or company check, money order or by wire transfer received thirty (30) days prior to the first arrival date. Additionally, authorized major credit cards may be used.

	TELEGRAPHIC TRANSFER (T/T)
Bank Name:	Banco Nacional Ultramarino (BNU)
Address:	22 - 38 Avenida Almada Ribeiro, Macau
A/C No.:	MOP 900-680-9328 & HKD 900-680-9294
A/C Name:	Venetian Cotai Limited
Swift Code:	BNULMOMX

OR

Bank Name:	Bank of China (Hong Kong) Limited
Address:	Bank of China Tower Branch, 1 Garden Road, Hong Kong
A/C No.:	HKD 01287500528607
A/C Name:	Venetian Cotai Ltd
Swift Code:	BKCHHKHH

14. NOT APPLICABLE

15. ENTIRE AGREEMENT

This Agreement, including the attached General Terms and Conditions, and any exhibit and/or simultaneously executed rider attached hereto constitute the entire Agreement between the Parties with respect to the subject matter hereto and supersedes all proposals, negotiations and understandings of any nature whatsoever. This Agreement may be changed or amended only by a written instrument duly signed by all of the Parties hereto. Neither this Agreement nor any amendment, addendum, attachment, exhibit, rider or change thereto will be binding upon the Hotel until it is countersigned by a Hotel Vice President, President or Chairman.

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16. SIGNATURES

If you are in agreement with the contents of this Agreement, please sign on the space indicated and return by Thursday, May 20, 2021. If not executed and returned by said date, this offer shall, at the Hotel's option, be rendered null and void. Space is confirmed on a definite basis only after receipt of an executed Agreement that is then approved and countersigned by an authorized representative of the Hotel. Should another group request the facilities set forth in this Agreement, the Hotel reserves the right to offer the Organization seventy-two (72) hours, three (3) business days, to sign and return this Agreement or lose the rights set forth herein.

The individuals, whose signatures appear below, represent and warrant that he/she has the authority to enter into this Agreement on behalf of the Party for whom he/she is signing, and hereby agrees to the terms set forth in the Agreement. Said Individual further warrants and affirms that entering into this Agreement will not result in a conflict with any other contractual obligation currently held and/or owed by the Party whom he/she represents. Facsimile and electronic signatures shall have the same force and effect as an original. This Agreement is executed in two counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Hotel and the Organization have caused this Agreement to be duly executed under seal by persons hereunto duly authorized, as of the date set forth below.

COMFORT INTERNATIONAL M.I.C.E. SERVICE CO., LTD.

Name: Mr Vincent Qi
Title: Project Manager

Signature: _____

Date: _____

Vincent Qi
20 May 2021

VENETIAN COTAI LIMITED

Name: Ms Stephanie Tanpure
Title: Vice President of Sales

Signature: _____

Date: _____

C. Tanpure
21 MAY 2021

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GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions shall be incorporated into the Hotel's Rooms and Function Space Contract or Rooms Only Contract, and Catering Agreement (collectively "Sales Agreements") and shall be binding on the Parties, as applicable. If there is any inconsistent language between the Sales Agreements and these General Terms and Conditions, the Sales Agreement language will prevail.

1. **RELOCATION.** Should the Hotel fail to honor the guaranteed reservation of any confirmed guest, the Hotel shall arrange and pay for alternative lodging for such guest, based upon availability, for as long as such guest is denied lodging at the Hotel consistent with the reservation. The Hotel shall attempt to relocate such guest back to the Hotel as soon as suites may become available. The Hotel will provide reasonable transportation to and from alternative lodging.

- Upon the return of any relocated guest, the Hotel will provide an amenity thereto valued at no less than HKD/MOP200.00;
- If the Hotel denies lodging throughout the entire Event, the Hotel shall send said amenity to the relocated guest at the substituted hotel; and
- The Hotel will provide one (1) five minute phone call to any relocated guest.

2. **CHECK-IN/CHECK-OUT.** Guests may check-in from 3:00 P.M., and must check out by 11:00 A.M. It is the Organization's responsibility to advise its attendees of the check-in/check-out times in all promotional literature. Message and mail services, as well as baggage storage, can be arranged before check-in and baggage storage after check-out. The Hotel will do its best to accommodate early check-ins as suites become available. Guaranteed reservations will be held until midnight, Macau time, on the reserved date.

3. **ESTABLISHMENT OF CREDIT.** Organization agrees if credit is extended to pay the amount due within thirty (30) days from the date of invoice. The Organization expressly authorizes all references, any credit reporting agency, any law enforcement agency and any person or entity with knowledge of information relevant to its request for credit to release said information to Hotel and further authorizes Hotel to request, obtain and use such information to evaluate Organization's application or status and to aid in the collection of Organization's account. In case the information obtained in such manner is incorrect or inaccurate Hotel will have no liability whatsoever.

4. **INVOICING AND LATE PAYMENTS.** Hotel will invoice Organization for any amounts due under the Sales Agreements. It is the Organization's duty to bring any and all disputes regarding the Event, in writing, to the Hotel's attention within twenty-one (21) days from the date of invoice. Failure to do so will constitute Organization's agreement that Organization is fully satisfied with all services rendered hereunder. Any charge due hereunder and not paid when due, shall bear interest at the rate foreseen in the applicable law. Organization is responsible for the payment of all expenses incurred by Hotel in conjunction with its efforts to collect any amount that is in any way related to or arises out of the Agreement.

5. **CONCESSIONS AND CATERING.** The Hotel reserves, and at all times shall have, the sole right to operate or have operated in its behalf all commercial enterprises, including all concessions, bars and catering operations and to sell or otherwise provide flowers, food, refreshments, beverages, cigars, cigarettes, sundries, candies and periodicals, and to

grant concessions to designated airlines, auto rentals, delivery services, shoe shine services and all others.

6. **EVENTS OF DEFAULT/REMEDIES.** If the Organization commits any material breach of any material covenant or agreement contained in this Agreement in addition to any other remedies Hotel may have at law, Hotel may exercise any or all of the following:

- (i) Accelerate any payments of any fee which may be due hereunder;
- (ii) Declare this Agreement cancelled by Organization breach and demand payment of Organization's Cancellation Fee;
- (iii) Apply monies from the Organization's Master Account to satisfy or reduce obligations;
- (iv) Withdraw monies from deposits or payments made by Organization to Hotel on or toward any other agreement between Organization and Hotel to satisfy or reduce amounts due; and
- (v) Start any legal proceedings as Hotel may deem appropriate in accordance with applicable law.

In the event of default, the defaulting Party will be notified in writing of the event of default and will have five (5) business days to correct the breach. If the defaulting Party still fails to do so, the non-defaulting Party, in its sole discretion, may pursue all available remedies.

7. **THE HOTEL'S CONTROL AND RIGHT OF ENTRY.** In permitting use of the Authorized Areas by the Organization, the Hotel retains and does not relinquish the right to issue and enforce such rules, regulations and directives as it may deem necessary for the safe, orderly and commercially sound operation of its facilities. The Hotel and its authorized representatives may enter the Authorized Area for the purpose of inspecting and checking the same and the uses thereof; of making necessary repairs thereto; of adjusting apparatus or equipment therein; of abating waste, nuisances or violations of law or rules and regulations promulgated by the Hotel; of preparing food or readying other concessions; and of ejecting any objectionable person or persons there from. The Organization agrees that it will not allow any person at, in or about the facilities who shall, upon reasonable, non-discriminatory grounds, be objected to by the Hotel and such person's right to use the facilities and the Authorized Area therein may be revoked by the Hotel.

8. SECURITY OF FACILITIES.

(a) Hotel shall not be responsible for any property brought into the Hotel's facilities by the Organization or any person claiming to be related to or working under the Organization. Except by prior arrangement with the Hotel, no guard, watchman or protection service shall at any time be stationed outside the Authorized Area or in any other portion of Hotel's facilities by the Organization.

(b) Security protection shall be provided by Organization at its sole and exclusive expense. Prior to engagement thereof, Organization shall coordinate the use of all outside security protection with Hotel's Security Department. If Organization engages third party security, said security must be:

- (i) Licensed in Macau;
- (ii) Unarmed

(c) No weapons, of any sort, shall be brought onto Hotel's property or any part thereof without the prior written authorization of the Hotel's General Counsel and President.

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9. **ADVERTISEMENTS, POSTERS AND MARQUEE.** The Organization agrees not to post or exhibit or allow to be posted or exhibited, signs, advertisements, show-bills, lithographs, posters, cards or signage of any description ("Signage") in any area of the Authorized Area or any other part of the Hotel's facilities except with the prior written approval of the Hotel.

10. **REMODEL/REDESIGN/CONSTRUCTION.** The Hotel may remodel, redesign, and/or construct new facilities in or around all or any portion of the Authorized Area or any portion of the Hotel's facilities including the Meeting/Function Space at any time. Such remodeling, redesigning, and/or construction may occur after the Organization's execution of this Agreement and prior to the Organization's Event or during the Organization's use of the Meeting/Function Space and/or Authorized Area, and in either event, as long as such work is not actively being conducted in the Authorized Area and/or Meeting/Function Space during the Organization's Event, it will not result in a breach of this Agreement. If the Organization holds its Event at the Hotel at a time when renovations, remodeling and/or construction is occurring, the Hotel shall use its best effort to conduct such activity in a manner so as to minimize the impact and/or inconvenience to the Organization and/or its attendees.

11. **AUDIOVISUAL PRESENTATIONS.** The Hotel does not regulate, control, approve or disapprove any broadcast, performance or publication of music or any other audio or visual presentations made and/or presented by the Organization. The Hotel does not play or perform any music on behalf of Organization, nor does it offer referrals or contracts with any entity that does. If the Organization or an exhibitor wishes to use copyrighted music or other copyrighted material, the Organization shall be responsible to make arrangements with the appropriate licensor of such material or agent of such licensor for a license to use or perform such copyrighted music or material or to otherwise qualify for an exemption. The Hotel retains the right to regulate the volume of any sound, whether it be music, voice, special or artificial effects to the extent that the same interferes with other organizations within the facilities or is determined, at the Hotel's sole discretion, to be offensive or otherwise violates the rules and regulations of this Agreement. Organization hereby agrees to defend and hold Hotel harmless from liability and/or damages of any kind resulting from and/or related to Organization's violation of the provision, be it intentional or inadvertent.

12. **INTENDED USE OF SUITES.** Hotel suites are intended for the purpose of overnight lodging and accommodation and are not to be utilized for the exhibition and/or sale of goods, products, wares or services and/or for any other commercial activity other than networking without first receiving the necessary written consent from Hotel. Additionally, the Hotel's hospitality suites/parlors are intended to be used for social and/or business receptions and are not to be used for the exhibition and/or sale of goods, products, wares or services and/or for any other commercial activity other than networking without first receiving the necessary written consent from Hotel.

In the event Organization requests that Hotel enforce the above policy against any third party, Organization shall defend, indemnify and hold Hotel harmless against any and all costs, expenses, damages and liabilities that Hotel may incur as a result of such enforcement.

13. **TRADEMARKS/SERVICE MARKS.** The Organization

shall not have the right to use any trademark, logo, trade name, trade device, symbol or copyrighted materials owned or registered by or to the Hotel, its parent company, subsidiaries, affiliates or related entities without the Hotel's prior written consent. Organization shall be permitted to use the name of the Hotel and/or its logo exclusively for the singular purpose of promoting this Event. However, prior to the printing and/or distribution of any promotional material, Organization must obtain the Hotel's review and written approval of any and all promotional material relating to the Event. This provision shall survive the termination of this Agreement.

14. **REBATES, KICKBACKS AND THE LIKE**

Organization represents and warrants that it has neither paid, agreed to pay, nor will pay any sums or any other consideration to any director, officer, employee, agent, or other representative of the Company in connection with this Agreement, nor has any such payment or agreement for payment been requested or solicited by any such director, officer, employee, agent or representative. Organization hereby acknowledges that it understands that any such payment or agreement would violate the Company's firm and undeviating policy, and that this representation and warranty constitutes a material inducement upon which the Company is relying in entering into and performing this Agreement.

15. **FOREIGN CORRUPT PRACTICES ACT AND OFAC LIST COMPLIANCE.**

(a) The Organization must comply with all laws of Macau, U.S. Foreign Corrupt Practices Act ("FCPA"), and Nevada Gaming Control Regulations ("Nevada Regulations") that are applicable to the Organization in its performance of this Agreement and must, to the extent the Organization is able to do so, assist and co-operate with the Company in assuring compliance with all such laws. The Organization must use all reasonable endeavors to ensure that it and its employees, agents, subcontractors, or affiliates do not directly or indirectly take any actions which could expose the Company to any adverse action by regulatory authorities.

(b) The Organization confirms its understanding that the Company is committed to conducting its business in accordance with high ethical standards and in compliance with all laws of Macau and the FCPA and Nevada Regulations. The Organization represents and warrants that it (including its officers, directors, employees, agents, subcontractors and any other third parties acting on its behalf) will not directly or indirectly through any third party or person (i) pay; (ii) offer; (iii) promise; or (iv) authorize payment, of any monies or anything of value to any "official" for the purpose of improperly inducing or rewarding favorable treatment or advantage in connection with this Agreement or with the Organization's relationship with the Company, or in any other manner inconsistent with the laws of Macau or the FCPA or Nevada Regulations. For the purposes of this clause, "official" includes any official, agent, or employee, or the close relative of any official, agent, or employee, of: the government of Macau; or any department, agency, or any entity that is wholly owned or controlled by the government of Macau; or any International public organization; or any recognized political party in Macau; or any candidate for political office in Macau.

(c) Given that the mother company of Hotel, Las Vegas Sands Corporation (LVSC) is headquartered in the United States of America, hotels operating under the LVSC portfolio of brands are legally restricted from conducting business with any persons or entities that are designated on the U.S. Department of the

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Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers) (the "OFAC List"), since such hotels and LVSC could be determined to have derived income, directly or indirectly, from any such prohibited business activities. The OFAC List can be found by visiting <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/consolidated.aspx>

Organization represents and warrants (including its officers, directors, employees, agents, subcontractors and any other third parties acting on its behalf or any person or entity attending the Event) that is currently not on the OFAC List, nor on any similar restricted party listings, including those maintained by other governments pursuant to applicable United Nations, regional or national trade or financial sanctions. If Organization (including its officers, directors, employees, agents, subcontractors and any other third parties acting on its behalf or any person or entity attending the Event) is added to any such restricted party list during the term of this agreement Organization undertakes to notify the Company immediately and Company shall have the right to terminate this Agreement without any further delay upon receipt of the said notification from Organization.

16. CONFIDENTIAL INFORMATION. The Parties, while in the performance of their respective obligations hereunder may, from time to time, receive and/or otherwise acquire certain confidential, proprietary, and/or valuable information of the other ("Confidential Information"). All Confidential Information, including, without limitation, the terms and conditions contained in this Agreement, shall remain the sole and exclusive property of the originating Party. The Parties hereby covenant, represent, and warrant that they respectively shall treat all Confidential Information in confidence and maintain it as strictly confidential and that they shall not disclose, in whole or in part, directly or indirectly, any Confidential Information to any person, entity, or third-party (other than to employees who have a need-to-know such information to further this Agreement and/or perform the services required hereunder). Confidential Information shall not include information that: i) is publicly available at the time of disclosure; ii) after disclosure hereunder, becomes part of the public domain by publication or otherwise without any Party breaching any obligation of confidentiality owed hereunder; iii) rightly becomes known to a Party before or after disclosure of said Confidential Information without any Party breaching any obligation of confidentiality owed hereunder; and/or iv) is independently developed by a Party. The Parties shall cause their respective employees, agents and representatives to comply with the confidentiality obligations hereunder. This provision shall survive the termination of this Agreement.

17. CONSENT. In the event that Organization's consent is required hereunder for any reason, it will not unreasonably be withheld.

18. BINDING EFFECT, ASSIGNABILITY. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns, provided that this Agreement or any rights hereunder may not be assigned by the Organization without the express written consent of the Hotel, which consent may be given or withheld at the Hotel's sole discretion. This Agreement will not be binding upon the Hotel until it is approved and countersigned by an authorized representative of the Hotel.

19. TIME OF THE ESSENCE. Time shall be deemed to be of

the essence with respect to all dates, deadlines and time periods set forth herein.

20. FORCE MAJEURE. In the event that either party's obligations under this Agreement are delayed, prevented or rendered impractical by any cause beyond either party's reasonable control, namely typhoon, fire, flood, riot, earthquake, civil commotion, strike, labor disturbances, explosion, sabotage, accident, war, terrorism attack or Act of God, that party shall not be liable to the other party for such delay or failure to perform. Other than the return to it of any monies paid directly to the Hotel the Organization waives any claim for damages or compensation for such delay or failure to perform.

21. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. Each party hereby indemnifies and holds harmless the other party from any loss, costs or damages arising from actual or threatened claims or causes of action resulting from the negligence or misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants, provided such Individuals are acting within their scope of employment.

22. PERSONAL DATA PROTECTION. Organization authorizes Hotel and its Affiliates in Macau to collect, use, store and process, automatically or mechanically, any personal data provided by Organization or by any person claiming to be related to or working under the Organization, including any shareholders, directors, employees or other related parties of the Organization (the "Data"), which consent Organization has obtained, for marketing purposes, to respond to requests for information, to fulfill any contractual obligations and to inform Organization of any products and services that may be of interest to the Organization. Organization also expressly authorizes Hotel and its Affiliates in Macau to share and disclose the Data to Las Vegas Sands Corp. ("LVSC") in the United States of America, Sands China Limited ("SCL") in Hong Kong, Marina Bay Sands ("MBS") in Singapore and Venetian Macau Limited ("VML") in Macau and its Affiliates (collectively "Sands"), and with any third party service providers of any of Sands' properties that has entered into a written agreement with Sands that is substantially similar to Sands privacy policy, strictly for the above said purposes and in strict confidentiality. Organization acknowledges that the transfers hereby authorized may constitute an international transfer of personal data and that the different jurisdictions where the recipients are incorporated may have different data privacy laws and protections. The Data will be kept by the recipients only for the necessary period of time and thereafter if legally required. At any time, Organization have the right to view the Data, request additional information about its storage and processing, require any necessary amendments or refuse or withdraw the consent herein, in any case without cost, by contacting Hotel in writing. Affiliates for the purposes of this clause means any person or company directly or indirectly controlled or under direct or indirect common control with SCL and or LVSC. In respect to any personal data delivered or made available to Organization under or pursuant to this Agreement, the Organization agrees that it shall comply at all times with Macau Personal Data law (Law 8/2005).

23. COMPLIANCE WITH MACAU IMMIGRATION LAWS AND PROHIBITION OF ILLEGAL WORK.

(a) Organizer, its agents, representatives, employees, any subcontractors and its employees or entity performing services or works for or on behalf of Organizer and its employees, collectively, the "Organizer Entities" will comply

Organization:  

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Hotel:  

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at all times with all Macau laws and regulations regarding the prohibition of illegal work and will take all the necessary steps to prevent throughout the term of this Agreement the occurrence of any violation of such laws and regulations namely Administrative Regulation 17/2004. Accordingly Organizer Entities' employees must either be Macau residents or non-residents allowed to legally work in Macau under the rules and regulations for the employment of non-resident workers (Law 21/2009 and additional regulations). Organizer Entities must obtain such permits and authorizations from the Macau Government Authorities and those permits and authorizations shall be maintained throughout the term of this Agreement. In no event Organizer Entities' employees under 21 years old or from the Mainland of the People's Republic of China will be allowed to perform any duties inside any casino or gaming area;

(b) If: (i) Organizer Entities are not a Macau Company or a Macau resident; and (ii) Organizer Entities' employees are not Macau residents or non-residents allowed to legally work in Macau under the rules and regulations for the employment of non-resident workers (Law 21/2009 and additional regulations), Organizer Entities' employees will only be allowed to provide specific or occasional services of guidance, technical, quality control or supervision and will not be allowed to provide such services for more than 45, consecutive or non-consecutive, days in Macau during a 6 months period. Throughout the term of the Agreement Organizer Entities will keep a record of the number of its employees in this situation and the number of days that they have performed their duties in Macau, such record shall be available at all times in order to be shown to Macau Immigration Police, Macau Labor Department or other Macau relevant Government Authorities;

(c) Organizer Entities acknowledge that the violation of the Macau laws and regulations regarding the prohibition of illegal work, including but not limited to Administrative Regulation 17/2004 constitute a criminal offence under those laws and regulations;

(d) Organizer Entities will indemnify, defend and hold harmless Hotel, its subsidiaries and affiliates and their respective directors, officers, employees and agents, and

Hotel's customers to the extent the customers are indemnified by Hotel (each a "Hotel Party") against any claim or action (collectively, "Claims") arising out of, resulting from, or related to the breach of this Section. Organizer Entities will fully indemnify each Hotel Party against any resulting losses (including loss of profits), damages, costs, or expenses (including reasonable attorneys' and other professionals' fees and expenses) incurred by or awarded against a Hotel Party as a result of a Claim.

24. CONTROLLING LAW AND VENUE. This Agreement shall be governed by and interpreted in accordance with the laws of Macau (SAR). The Hotel and the Organization agree to the exclusive jurisdiction of the courts of Macau (SAR) for any legal proceedings arising from or related to this Agreement. The Hotel and the Organization agree that the controlling language of this Agreement shall be English. Each party fully understands this Agreement as written in the controlling language of English. If required by the courts of Macau (SAR), the parties agree that the Company may at its option obtain either a Portuguese or Chinese translation of this Agreement. Subject to the laws of Macau, the parties hereto agree to endeavor to keep confidential all matters relating to any legal proceedings arising from or related to this Agreement, including the existence of any legal proceedings.

Acknowledged and Accepted

Name: Mr Vincent Qi
Title: Project Manager

By: Vincent Qi

Date: 20/May 2021

Organization: Vincent Qi

Event Name: SD 360 Distributor Meeting
Dates: May 26, 2021-May 28, 2021



Hotel: Cotai



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