

Bangkok, 02 November 2018

Asian Trails Ltd.

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Rajdamri Road, Lumpini
Pathumwan, Bangkok 10330
Thailand
T: +66 (0)2 626 2000
E: marketing@asiantrails.org
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CHINA COMFORT TOURISM GROUP.CO.LTD

FL15 RUICHEN INTERNATIONAL CENTER,
NO13. ST.NONG ZHAN GUAN NAN LU,
BEIJING, P.R.CHINA
T: + 86 (10) 6587 0595
E: songjingfei@cct.cn
W: www.cct.cn/mice/
(Hereafter called 'the Client')

Ref: Agreement for collaboration ("Agreement")



Duration & Validity

This Agreement shall commence upon the date of execution i.e. 16 November 2018 and shall continue in force for a period until 18 November 2018 both days inclusive, or until the obligations contained in the entire Agreement have been fulfilled, or until terminated by either of the parties hereto, as provided for herein below. Unless no changes are requested to be made in this Agreement and/or breaches in relation to this Agreement have been made, both parties agree that this contract will be automatically be renewed according to the new contracting period of services from Asian Trails Ltd. to the Client.

Any amendments / changes or corrections must be mutually agreed between both parties in writing.

The Agreement will be terminated with immediate effect if the other party breaches this Agreement, ceases to do business or becomes insolvent.

Either party may, during the validity of this Agreement, terminate the Agreement by giving to the other party at least ninety (90) days in advance prior written notice without assigning any reason thereof. Asian Trails Ltd. agrees to honour all bookings made prior to this date of such termination or suspension of the Agreement irrespective of whether the date of the services to be rendered to the guests of Client falls outside the effective termination or suspension period.

Commitment

Asian Trails Ltd. is committed to the delivery of creative, safe and high-quality services and customer experiences through a network of eight employee-owned and operated destination service providers in the region. With a focus on customer safety, quality control and service delivery, Asian Trails Ltd. assures Clients the comfort of reliable standards across the eight countries it operates in with, clearly defined set of socially responsible values.

Confirmations

Confirmations within allotments are acknowledged by return. Services and bookings without allotment will be handled on an ad-hoc request and confirm basis, subject to availability, with reservation status changes communicated immediately;

- Provision of comprehensive details, such as names, arrival and departure flights and timings, number of adults, children (with ages) and infants, with dietary or other special requirements. We will ensure we respond to Clients request efficiently;

- Acknowledgements and confirmations will be sent to the Client by e-mail within 24 hours, whenever possible;
- In the event Asian Trails Ltd. is unable to confirm Clients request, it will provide an alternative, wherever possible, for Clients consideration and acceptance;
- Confirmations could take longer than 24 hours for extensive, custom-made or complex multi-city or multi-country itineraries, and for groups where rates and services can benefit from specific negotiation(s);
- Asian Trails Ltd. reserves the right to levy a mutually agreed handling fee for reservations and or provision, or services and managing logistics of service delivery, outside the scope of those contractually agreed and required, or requested by the customer.

Vouchers/exchange orders

Asian Trails Ltd. recommends the issue of one (1) voucher, addressed to Asian Trails Ltd. for all services it has provided, clearly listing all confirmed services at the destination(s). This can be delivered in an online or offline version.

Rates

Confidential contract rates

Confidential rates are based on market research, competition analysis, strategic negotiation and in-depth information for each specific season in each destination. All rates quoted in the tariff are nett and non-commissionable, and under the condition that they cannot be displayed in any way to third parties. Rates are quoted in the specifically mentioned currency only.

Minimum selling rates

Accommodation establishments and/or suppliers in the region may require Asian Trails Ltd. to adhere to a Minimum Selling Rate, or Minimum Selling Price (MSR or MSP) guidelines, which will be communicated to the Client for implementation.

Handling fees

If required to book accommodation under Clients direct contract/ agreements, Asian Trails Ltd. will charge a pre-agreed handling fee, either per person or per booking. Asian Trails Ltd. will manage the bookings on Clients behalf, based on

information provided by the Client. The handling fee will include processing of the reservations, amendments and/or cancellations, as communicated by the Client.

Per person rates/per room rates

- All hotel rates in our confidential tariff are per person per night and inclusive of all applicable charges and taxes, unless otherwise specified;
- All tours and transfer rates in our confidential tariff are per person and inclusive of all applicable charges and taxes, unless otherwise specified;
- Specific services from outside our confidential tariff will be offered based on the quotation from the supplier.

Compulsory meals

Please note that most hotels include compulsory special gala dinners on Christmas Day, New Year's Eve and sometimes on national and/or other festive occasions in each country. This is a compulsory charge, regardless of whether the client wants the dinner or not and will be mandatorily invoiced by Asian Trails Ltd. It is not possible for customers to pay for these meals on the spot.

Taxes

Unless otherwise specified, all quoted rates are inclusive of applicable taxes (including service charges, Value Added Taxes and/or locally charged taxes). Domestic tourism taxes and/or airport taxes may be applicable and are not included. These need to be paid directly to the relevant authority, by the traveller/guests. In the event of government imposes any tax changes, Asian Trails Ltd. reserves the right to alter the rates accordingly. Asian Trails Ltd. reserves the right to collect any differentials from the Clients Traveller/Guests individually, which may arise.

Commission

All quoted rates, unless otherwise specified, are net and non-commissionable.

Cancellations & refund policies

In the unfortunate event of a cancellation, Asian Trails Ltd. is upholding the standard cancellation and/or refund conditions in line with the supplier(s) and/or as indicated in the general conditions from the Asian Trails Ltd. office. Such charges will be forwarded to the Client and will be accepted by the Client. All cancellation charges are calculated based

on prior to confirmed departure date and are calculated from the invoices rates.

Cancellation charges – Regular Tours

Between 7 days and 4 days	50%
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Within 3 days prior or no-show	100%
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This cancellation policy does not apply for special bookings; group bookings; SIC tours or services such as airline tickets, cruises, golf packages and bookings during peak season, for which specific cancellation requirements apply. In such special situations, the cancellation policy will be advised together with the confirmation of the booking.

Exchange rates / Currency Fluctuation

All rates quoted in the confidential tariff are in local currencies or in US\$ Dollars, unless otherwise stated. In some cases, the local currency and/or the rate is quoted in accordance with the hotel policy rate. Asian Trails Ltd. does not guarantee currency conversion rates or any quotation where currency conversion is included. Asian Trails Ltd. reserves the right to adjust rates in case of fluctuations in exchange rates.

Discounts

Children and infant discounts apply for each destination with detailed explanations on exceptions and variations. Children and infant discounts apply when travelling with at least 2 (two) full paying adults, unless otherwise specified.

Free of charge policies

Throughout Asia, special conditions for tour leaders / tour directors are different. Asian Trails Ltd. is committed to assist where possible to provide specific rates and conditions for tour leaders / tour directors. It is expected that the Client should specify for groups whether a native speaking tour leader / tour director will join with the customers to provide special rates and conditions to tailor-make the right conditions in the proposal.

Inspections / educational tours / contracting trips

Asian Trails Ltd. supports, wherever possible, travel-related travel connoisseurs with discounted / free-of-charge services around the destinations and/or can negotiate on behalf of the customer to obtain special Agreements for travel-related purposes. Any cost related to such trips will be charged on a net basis.



Payment

- Unless prior credit arrangements have been made with Asian Trails Ltd., the company requires full pre-payment for all reservations at least 14 days (*) prior to arrival. Failure to do so may result in the cancellation of the reservation(s) by the Asian Trails Ltd. cost of which shall be borne by the Client. A sample copy of the voucher must be submitted with credit application in the event that credit approval is requested;
- Agreed credit arrangements to be inserted here
- Asian Trails Ltd., at its own discretion, reserves the right to immediately revoke and/or suspend any credit arrangements, should there arise any outstanding unpaid invoices exceeding the agreed credit terms.
- Where deposits and advance payments are required from contractors, these will also be invoiced to the client for (pre)-payment. This will be done before Asian Trails Ltd. makes those deposits on behalf of the client for the respective movement. Asian Trails Ltd. may decide to exempt any such advance payments or deposits from any prior credit arrangements;
- Payments may be made by telegraphic transfer or bankers' draft, drawn on Asian Trails Ltd.' bank. Asian Trails Ltd. shall be entitled to claim for and receive payment of any expenses incurred in claiming any shortfall in payments.

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- All bank charges and fees are to be paid by the sender. Payments by telegraphic transfer for transfer(s) and / or hotel(s) only may attract a US Dollar 20 fee (twenty American Dollars) or equal in the agreed currency;
- Note that for any group or low cost air tickets Asian Trails Ltd. always require full prepayment and the same draws reference from the Asian Trails Ltd. Ticketing policy. In the event of any refunds due to cancellation, Asian Trails Ltd. passes on the same to the Client.
- Asian Trails Ltd. will advise cancellation/prepayment charges for

incentive or group bookings together with the proposal. AT will apply the individual charges of each hotel which are attached to its hotel list. Special cancellation conditions may apply for group bookings.

- A limited amount of Asian Trails Ltd. countries offer credit card payments from legitimate agents; an additional charge of 5% (five per cent) will be added to the total invoice to cover bank charges in each country (when allowed and where credit card payments can be accepted) in all cases of credit card payment. It is pertinent to note that all Asian Trails Ltd. offices cannot accept credit card payments.
- Non-compliance with these conditions can result in automatic cancellation of services without prior notice.

(*): Pre-payment procedures during high/peak seasons may vary, depending on the supplier policy to guarantee the booking for certain products as well as for specific products such as cruises, festival tours, airline tickets and other services / products that have instilled pre-payment conditions. Asian Trails Ltd. will inform the Client accordingly about this for each individual case, including conditions for pre-payment procedures

Payment conditions and account details

Payment procedures for each individual country should be made to each individual country, when booked services are for one country only. Each and every invoice will have its own PNR number, the clients' reference number and the clients' name.

All invoices will be paid by the Agent to the following bank account details:

For US Dollar

Deutsche Bank AG
Bangkok Branch
Athenee Tower, Levels 27 – 29, 63 Wireless
Road, Bangkok 10330 Thailand

Beneficiary: Asian Trails Ltd.
Account: 0023549-30-5
Account Type: Savings Account
Swift Code: DEUTTHBKXXX



Confidentiality

This Agreement, its contents and all related documentation sent over to the Client, are strictly confidential and must not be disclosed to any third parties. Asian Trails Ltd. expects the following from



the Client in order for them to receive the special contracted rates from Asian Trails Ltd.:

- The special contracted rates are offered based on the ability of the Client to drive the agreed business volume to Asian Trails Ltd.;
- To protect this confidentiality, Asian Trails Ltd. will not disclose the rates to its customers and will invoice the Client directly;
- Rates are confidential and cannot be promoted or sold on the Internet or otherwise (including third party websites) unless "packaged" with other elements.

Travel requirements

Passport

Acquiring correct information about passport requirements, when making travel inquiries with Asian Trails Ltd., is strongly advisable. For all travel from and to the country/countries Asian Trails Ltd. is serving its customers, a valid passport is required at all times. Conditions for specific validity of passports and regulations for other valid travel documentation can be obtained from each respective embassy and/or consulate of the customer. For most countries, passports need to be valid for at least six months from the date of entry at a border post/airport/seaport. Any issues related to invalid / not properly issued / expired passports in accordance with the laws of the arriving country with Asian Trails Ltd. are solemnly falling under the responsibility of the Client / the Traveller/guest(s).

Visa

In addition to passport requirements, a multitude of countries require additional visa requirements; visa(s) for certain countries can either be obtained in the country of residence or at the border immigration bureau of the country(s) to be visited, where Asian Trails Ltd. is operational. Full details about the specific visa conditions and requirements to obtain a visa(s) for each specific country can be obtained from Asian Trails Ltd. and/or from each respective embassy or consulate of the customer. Any issues related to invalid / not properly issued / expired visa in accordance with the laws of the arriving country with Asian Trails Ltd. are solemnly falling under the responsibility of the Client / the traveller/guest(s). Within these conditions, customers with issued visas that are non-compliant with country regulations, any form of delay in visa issue and/or changes in visa regulations beyond the control of Asian Trails Ltd. also are under the

sole responsibility of the client and/or the traveller/guests.

Travel insurance

It is strongly recommended that the Client's guests obtain comprehensive travel insurance while travelling that covers matters such as death, injury, sickness, theft, damage of any kind, and other important matters. Neither Asian Trails Ltd. nor its employees/ agents/suppliers or business partners shall/and can be held responsible for any loss, damaged, stolen personal belongings or sickness, injury or other medical matters Asian Trails Ltd. will assist the travellers/guests in any mishap cost of which shall be borne directly by the traveller/guest(s)

Health and Safety

Asian Trails Ltd. complies with all industry required health and safety guidelines, in the selection of product and provision of services. All the traveller(s)/guest(s) are required at all times to follow the safety regulations for any service provided e.g. wearing seat belts during transfers and wearing life vests for any boat/sailing tour. Asian Trails Ltd. check hotels / restaurants and other suppliers of food and drink and ensure that they have the appropriate safety licenses in place. Asian Trails Ltd. cannot be held responsible in any way for any kind of food and/or beverage consumed, which has not been recommended by Asian Trails Ltd.

Hotels

Accommodation in and around Asia

- There are practically no hotels/resorts, with standard triple rooms in their inventory. These are commonly double/twin rooms with an extra (rollaway) bed, limiting space within the room. Please inform all concerned accordingly to correctly manage expectations. Extra bed rates / triple sharing room rates are available in the confidential tariff;
- Single room supplements are indicated in the confidential tariff. It is common that the provided rooms are twin/double rooms for single use only;
- Preferences such as smoking/non-smoking, king-size beds, and location of the room cannot be guaranteed or confirmed in advance and are subject to



hotel policy and availability at time of check-in.

Rating

Although hotels/guest houses/accommodation in the region may provide the Client with information about their qualification, the properties used and offered by Asian Trails Ltd. in Asia Pacific may not all have official star qualification issued by an official government-accredited hotel association in the country of operation. Asian Trails Ltd. provides the Client with its own internal star qualification which is based on its own experience and certain criteria to ensure the Client have an interpretation of the qualification. Asian Trails Ltd. cannot be held liable in any way for this star qualification, which may result in complaints.

Tours

Unless otherwise specified, all tours and transfers are operated under the following conditions:

- All tours operated includes fully-insured, in good working order transport with English speaking assistance;
- Assistance requirements for languages other than English are subject to availability and require an additional charge;
- Tours include entrance fees, meals (where mentioned) excluding any drinks, guide fees and other expenses, specifically mentioned in the tour program;
- Asian Trails Ltd. is committed to offer quality optional excursions with on-par rates; when booked with the company, the customer accepts any additional service, which may include shopping.

Transfers

Unless otherwise stated, Asian Trails Ltd. will provide for each destination according to the rates provided in our confidential tariff:

- Meet and greet services with name sign and/or with specific company logo;
- Assistance with arrival and departure procedures at airports, stations, ports, hotels and/or any other venue;
- Transportation according to the booked itinerary;
- Reconfirmation of onward travel reservations;

Transportation

Committed to nothing but the best, Asian Trails Ltd. uses only the best available transportation in each destination. Where possible, Asian Trails Ltd. uses coaches and cars, contracted on a long-term basis.

- Transportation (road or water transport) are operated by fully-licensed drivers / operators, in accordance with country safety standards. Vehicles are maintained strictly in accordance with manufacturers' specifications and kept clean and in good working order;
- Transportation will be in coach / mini coach / mini -van or car with English speaking assistance and qualified, licensed driver except for transfer services where Asian Trails Ltd. states "driver only"; A language escort for the entire tour / transfer can be requested for a supplementary cost;
- Vehicles are licensed and comprehensively insured and equipped with seat belts for all passengers to comply with all local road traffic regulations.
- Water transport will be of a similar good quality and lifejackets will be provided for all clients.

Asian Trails Ltd. ensures to apprise the Client of standards of transportation in each destination it operates in and that the transport is region specific, yet it is committed to the best available means of transportation in that specific area of operation.

Wholesale facilities

Asian Trails Ltd. provides custom-made quotations and offers, hospitality desks, uniformed staff, gifts, convention and incentive on-spot requirements, specific communication requirements, office space and more for designated travel managers. All these services are provided at a fee.

Guides and representation in each destination

Asian Trails Ltd. provide a multi-lingual team of professional guides and all guides are licensed and registered with the relevant authorities and undergo extensive training, prior to leading tours.

Corporate Social Responsibility

Asian Trails Ltd. strongly believes in creating a sustainable and responsible business platform and is committed to "giving back" to the communities



in which we reside. Since the first Asian Trails Ltd. office was opened in Thailand in 1999 we have sponsored disadvantaged children to attend school and university, collected equipment and supplies for orphanages on an annual basis and been actively involved in other aid intervention programs. Today our efforts have expanded, and we proudly support various projects across the region. For more information about sharing and caring for local communities, please check out our website (<http://www.asiantrails.travel/>) for more information.

Complaints and irregularities

Asian Trails Ltd. considers complaints as valuable feedback to improve service delivery levels. We request that service delivery failures or customer concerns, be reported during the customer's stay, to one of our representatives. It is the aim of the company to solve any irregularity on the spot. The company reserves the right to refuse to take action on perceived irregularities submitted to the company 14 days after the customer returns back home.

Licenses and permits

All Asian Trails Ltd. offices, subcontracted suppliers and other service providers, use and comply with the requisite license and permit requirements, based on the relevant regulations of each country that Asian Trails Ltd. operates in.

Data protection

Should any personal data of the participants of the Tour be made available to the Arranger, the Company gives its consent for such personal data included in the correspondence to be processed uniquely for the purposes of this Agreement, in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons

Legal note

This Agreement is governed by and construed in accordance with the laws of Thailand (and/or applicable in relation to the country it is legally represented) for the time being in force and the parties agree to submit any dispute arising between the parties under this Agreement to arbitration in accordance with the Arbitration Rules of the respectable Arbitration Institute, Office of the Judiciary applicable at the time of submission of the dispute to arbitration and the conduct of the arbitration thereof shall be under the auspices of the specific Arbitration Institute accordingly.

Liability

The parties' total aggregate liability will not in any event exceed the amount invoiced between the Parties under the Agreement in the preceding 12 months before the date of claim. The parties shall however not be liable for any indirect, consequential, special, punitive or similar damages (including, without limitation, lost profits and Confidential

with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). The data privacy terms are contained in the Exhibit B to the Agreement and constitute integral part hereof.

Force Majeure

During the term of this Agreement, neither party shall be in default of its obligations to the extent that its performance is delayed or prevented by causes beyond its reasonable control, including but not limited to, acts of God, natural disasters, bankruptcy of a vendor, strikes and other labour disturbances, acts of war, or civil disturbances, or other equivalent or comparable events.

Indemnity

The Client agrees to indemnify and to save Asian Trails Ltd. from harm and against all damage or injury (including death) to property or person(s) resulting from intentional or negligent acts or omissions from their respective officers, employees, agents, contractor or subcontractor in connection with the performance of this Agreement.



lost revenues) to the affected party or any third party pursuant to or in connection with this Contract. Asian Trails Ltd. acts as an intermediary between all airlines, hotels, local tourist offices and other service providers. Therefore, Asian Trails Ltd. reserves the right to modify tours and itineraries with or without notice. Asian Trails Ltd.' package tours are organized in conjunction with the respective airline(s) scheduled flights, itineraries and timetables are provisional and subject to change without notice. Acknowledgement and confirmation of the above-mentioned conditions is active, once clients participate in one of the provided services.

On behalf of Asian Trails Ltd.



Yulin Merlet Zhang

Manager China Market

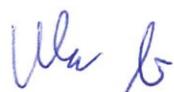
Date: 02/11/2018

On behalf of the Client

Blanche Song 宋净菲

Date: 02/11/2018

On behalf of Asian Trails Ltd.



Wenrui Li

Tour Administrator China Market

Date: 02/11/2018

ANNEX A: GDPR (General Data Protection Regulation)

Asian Trails Ltd. shall have the following obligations in relation to data protection. For the purposes of this Agreement, "Personal Data" shall have the meaning set out in EU General Data Protection Regulation (EU GDPR) (2016/679) ("Data Protection Law").

The processing of Personal Data will only extend to, and in such a manner, as is necessary for the purposes limited to the purpose of this agreement in accordance and as instructed by CHINA COMFORT TOURISM GROUP.CO.LTD (hereafter called 'The Client'). All Personal Data will be processed in line with the intended purpose and will not be used for any other purpose. Asian Trails Ltd. will keep a record of any processing of personal data it carries out on behalf of The Client;

Rights of the Data Subject:

- Promptly comply with any request from The Client requiring Asian Trails Ltd. to amend, transfer or delete the Personal Data
- provide, at request of The Client, a copy of all Personal Data held by it in the format and on the media reasonably specified by The Client
- only collect any Personal Data on behalf of The Client in the form which will be provided to Asian Trails Ltd. and which will contain a data protection notice informing the data subject of the identity of the data controller, the identity of any data protection representative it may have appointed, the purpose or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the data is, or is to be, processed to enable processing in respect of the data subject to be fair. Asian Trails Ltd. shall not modify or alter the form in any way without the prior written consent of The Client;
- Promptly inform The Client of any action those results in the loss, destruction, alteration, unauthorized disclosure, or access to, personal data. Asian Trails Ltd. will restore such Personal Data at its own expense.

Asian Trails Ltd. warrants that:

- it will process the Personal Data in compliance with all applicable Data Protection laws; and
- It will take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data to ensure compliance of The Client with the Data Protection Law.
- Asian Trails Ltd. shall notify The Client immediately if it becomes aware of any advance in technology and methods of working which mean that The Client should revise its data security measures.
- Asian Trails Ltd. agrees to indemnify and keep indemnified and defends at its own expense The Client against all costs, claims, damages or expenses incurred by The Client or for which The Client may become liable due to any failure by Asian Trails Ltd. or its employees or agents to comply with any of its obligations under this Clause
- Asian Trails Ltd. agrees to indemnify and keep indemnified and defend at its own expense The Client against all bonafide costs, claims, damages or expenses incurred by The Client or for which The Client may become liable due to any actual and /or intentional failure by or its employees or agents to comply with any of its obligations under this Clause.

On behalf of Asian Trails Ltd.



Yulin Merlet Zhang
Manager China Market

Date: 02/11/2018

On behalf of the Client

Blanche Song 宋净菲

Date: 02/11/2018



BREAKDOWN COST EXCURSION BANGKOK

GROUP NAME/NO: **TBA**

NUMBER OF PASSENGER: **9pax**

DATES: **16-18 Nov 2018**

OPERATOR:

CONSULTANT: **MS.Rachel / Email: wenrui@asiantrails.org**

DESTINATION: **BKK, Thailand**

DETAILS

Price based on 9 pax up in USD	Night/Unit	Pax/Unit	Price-USD	Total-USD
MEALS; excl. soft drink				
11月16日晚餐 : The Local by Oam Thong Thai Cuisine - set dinner	1	9	37.00	\$333.00
11月17日晚餐 : Somboon Seafood-Central Embassy 建兴酒家	1	9	34.00	\$306.00
11月18日午餐 : Savoey Seafood	1	9	26.00	\$234.00
			Subtotal	\$873.00
TRANSPORTATION & SEAT;				
3天用车-14座skywell (每天10小时) 含司机小费	3	1	200.00	\$600.00
超时费	0	1	20.00	\$0.00
			Subtotal	\$600.00
GUIDE FEE; Mandarin sp.guide				
中文导游	3	1	100.00	\$300.00
导游小费 (每人每天)	3	9	2.00	\$54.00
			Subtotal	\$354.00
Others FEES:				
饮用水 (每人每天2瓶)	6	9	0.50	\$27.00
高速费、停车费	1	1	20.00	\$20.00
			Subtotal	\$47.00
			Total amount	B1,874.00


asian trails
Wei Mair