

## SERVICE AGREEMENT 服务协议

This SERVICE AGREEMENT (this “**Agreement**”) is entered into in Shanghai as of [2023/10/30], by and between the following two parties (each a “**Party**” and collectively the “**Parties**”).

本服务协议（“本协议”）由以下双方（协议各方单独称为“一方”，合称“双方”）于\_2023\_年\_10\_月\_30\_日在上海市签订：

Party A: PSA (Shanghai) Management Co., Ltd.

Address: 5th floor, Building 1, No.1528 Gumei Road, Xuhui district, Shanghai

甲方：标致雪铁龙（上海）管理有限公司

地址：上海市徐汇区古美路1528号1幢5层

Party B: COMFORT INTERNATIONAL M.I.C.E. SERVICE CO.,LTD.

Address: Room 1510, 15th Floor, No. 13 Nongzhangguan South Road, Chaoyang District, Beijing

Legal Representative:

乙方：康辉集团国际会议展览有限公司

地址：北京市朝阳区农展馆南路13号15层1510室

法定代表人：张楠

WHEREAS,

鉴于：

A. Party A, a member of Stellantis Group Companies, is a wholly foreign-owned enterprise registered in the People’s Republic of China (excluding Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan solely for the purpose of this Agreement, “**China**” or the “**PRC**”) mainly engaged, among others, in the business of distribution of automobiles and auto parts;

甲方, Stellantis 集团公司之一, 是一家在中华人民共和国(仅为本协议之目的, 不包括香港和澳门特别行政区和台湾, 以下简称“**中国**”)设立的外商独资企业, 主要经营汽车和汽车零部件的销售等业务;

B. Party B is a Limited Liability Company (Sole proprietorship of legal person) registered in the People’s Republic of China (excluding Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan solely for the purpose of this Agreement, “**China**” or the “**PRC**”) mainly engaged, among others, in the business of Conference and incentive tourism; and

乙方是一家在中华人民共和国（仅为本协议之目的，不包括香港和澳门特别行政区和台湾，以下简称“中国”）设立的有限责任公司（法人独资），主要经营会议与奖励旅游等业务；以及

C. Party B will provide certain services to Party A in accordance with the terms and conditions of this Agreement.

乙方将根据本协议条款和条件，向甲方提供某些服务。

NOW THEREFORE, the Parties, through friendly negotiations based on the principles of equality and mutual benefit, enter into this Agreement as follows:

因此，双方本着平等互利的原则，通过友好协商，达成如下协议：

## 1. SERVICES

### 服务

Party B agrees to provide Party A with, and Party A agrees to accept, the services specified in Exhibit 1 hereto (the “Services”), in accordance with the terms and conditions of this Agreement. Party B shall provide the Services in accordance with the requirements and standards set forth in Exhibit 2 hereto.

根据本协议的条款和条件，乙方同意向甲方提供，且甲方同意接受本协议附件 1 中所列明的服务（“服务”）。乙方应按照本协议附件 2 中所列明的要求和标准提供服务。

## 2. PRICING AND PAYMENTS

### 计价和付费

Party A will pay Party B the service fees (the “Service Fees”) as the consideration for the Services provided by Party B. The specific pricing and payment terms for the Service Fees are set out in more details in Exhibit 3 hereto.

作为乙方向甲方提供的服务的对价，甲方将向乙方支付服务费（“服务费”）。具体的计价方式和付费条件在本协议附件 3 中详细规定。

## 3. PRICE ADJUSTMENTS

### 价格调整

The prices stated in this Agreement are firm and are not subject to adjustment for changes in volume, changes in the price of labor, or changes in currency valuation, or for any other reason, unless (a) a clause specifically incorporated in this Agreement (with Party A’s written consent) expressly provides that the prices will be adjusted on a particular basis, and then only to the extent specified in that clause, or (b) a document specifically incorporated in the Agreement (with Party A’s written consent) expressly provides that the prices will be adjusted on a particular basis, and then only to the extent specified in that document.

本协议所提及的价格是固定价格且不因采购量的变化、劳动力价格的变化、抑或货币价值变化等其他任何原因作出调整，除非（a）本协议特别包含某一条款，明确注明上述价格在特定情况下作出调整（甲方书面同意），且此

时只在该条款注明的情况下调整；或者(b) 本协议中专门包含的一个文件（甲方书面同意）明确注明价格在特定情况下调整，且此时只在该文件注明的情况下调整。

#### 4. REPRESENTATIONS AND WARRANTIES

##### 陈述与保证

4.1 The Parties hereby represent and warrant to each other that:

双方在此分别向对方陈述并保证如下：

- (a) it is a company duly registered and validly existing under the PRC laws;  
其是一家根据中国法律注册并有效存续的公司；
- (b) it is an independent legal entity capable of suing, being sued and entering into contractual relationship binding on itself with any other party;  
其是一个独立的法人实体，能够提起诉讼、被诉并可与其它任何方建立有约束力的合同关系；
- (c) it has taken all corporate actions and has obtained all government consents and approvals or third party consent, to the extent applicable, for its execution and performance of this Agreement;  
为签署和履行本协议，其已完成或取得所有必要的和适用的公司内部授权程序、政府许可和批准或第三方同意；
- (d) its performance of this Agreement does not violate any applicable laws, its organizational document, or any agreement to which it is a party; and  
其履行本协议不违反任何适用的法律、其组织文件或其作为协议一方的任何协议；及
- (e) this Agreement constitutes its legal, valid and binding obligations, enforceable against it in accordance with the terms and conditions hereunder.  
本协议构成对其合法、有效和约束力的义务，并可根据本协议的条款和条件对其进行强制执行。

#### 5. OWNERSHIP OF WORK PRODUCTS AND MARKS

##### 工作产品及标识的所有权

5.1 All work products, including, without limitation, designs, artwork, software, brochures, manuals, products, procedures, drawings, notes, documents, information, materials, discoveries and inventions (collectively, the “**Work Products**”) made, conceived or developed by Party B which result from or relate to the Services, shall be the sole property of Party A. Party B hereby unconditionally and irrevocably transfers and assigns to Party A all right, title and interest in or to any Work Product by signing this Agreement.

由服务中产生的或与服务相关的所有工作产品，包括但不限于乙方制造、构思或开发的设计、美术品、软件、手册、指南、产品、程序、绘图、记录、文件、信息、材料、发现和发明（合称“**工作产品**”），均应属于甲方的财产。乙方在此通过签署本协议，无条件地并不可撤销地将该产品所有的权利、所有权和利益转移、转让给甲方。

5.2 Party B shall retain the ownership of its respective Background IP that is consolidated to Work Products. Party B hereby grants to Party A and causes its

affiliates to grant to Party A, an irrevocable, worldwide, nonexclusive, royalty free, fully paid-up license, with right to sublicense to Party A's affiliates, to all Background IP that are consolidated to the Work Products. For the purpose of this Agreement, Background IP means intellectual property made or acquired by Seller prior to the commencement of this Agreement (excluding Work Product) or independently of this Agreement.

乙方应保留其工作产品中所包含的背景知识产权的所有权。乙方兹授予甲方对该等背景知识产权不可撤销的、全球性的、非排他的、免于支付特许权使用费的并且可转授权的使用许可。为本协议的目的，背景知识产权是指是乙方在本协议生效之前或独立于本协议而做出（工作产品除外）或获得的任何及所有知识产权。

5.3 Party B undertakes that the Work Products do not infringe, or constitute an infringement or misappropriation of, any third party's intellectual property rights. If any third party claims any right or interest in any Work Product or brings any action against Party A on alleged infringement or misappropriation of third party intellectual property rights by the Work Products, Party B shall indemnify, defend and hold Party A harmless against all such claims and actions.

乙方保证工作产品不侵犯或不构成对任何第三方的知识产权的侵犯或不正当使用。如果任何第三方对工作产品的权利或利益提出主张，或声称工作产品侵犯或不正当使用其知识产权而起诉甲方，乙方应当就上述主张和诉讼对甲方进行赔偿、为甲方辩护并保证甲方不受损害。

5.4 Party B is not licensed or otherwise authorized to use the trademarks, trade names and logos (collectively the “Marks”) of Party A, except where such Marks constitute an inseparable part of any Work Product in connection with the Services to be delivered by Party B hereunder. The full and formal license of use of any Mark by Party B, if any, shall be subject to separate license agreements to be entered into by and between the Parties.

乙方没有被许可或授权使用甲方的商标、商号和标志（合称“**标识**”），但该等标识构成与乙方提供的服务相关的工作产品不可分割的一部分的情形除外。如乙方需获得任何标识的全面并正式的许可，应当通过双方另行签订的许可协议进行。

5.5 At Party A's reasonable request, Party B shall provide all necessary assistance to Party A in Party A's efforts to defend and protect its rights and interest in the Work Products or the Marks used in the Work Products.

应甲方合理要求，乙方应向甲方提供所有必要的协助，以帮助甲方保护其对工作产品以及工作产品中使用的标识享有的权利和利益以及就上述权利或利益进行辩护。

## 6. **RIGHT TO AUDIT**

### **审计权**

Party B grants to Party A access to all of Party B's information (including, but not limited to, books, records, payroll data, receipts, correspondence, and other electronic and non-electronic documents) relating to the Services to be provided

under this Agreement, Party B's obligations under this Agreement, any payment made to Party B, or any claim made by Party B, as reasonably required for the purpose of auditing or verifying Party B's performance of its obligations under this Agreement and its charges therefor. Party B will preserve this information and these documents for a period of four (4) years after final payment is made under this Agreement. Party B will segregate its information and documents as directed by Party A, and otherwise cooperate with Party A to facilitate the audit or verification process. In addition, Party A has the right to visually inspect and audit any facility or process relating to the services to be provided under this Agreement, including those relating to service quality. Party B acknowledges that Party A has the right to audit and make copies of all pertinent documents, data and other information relating to any of Party B's subcontractor's or supplier's obligations under this Agreement. Upon Party A's request, Party B will permit Party A to visually inspect and audit any such Party B's subcontractor's or supplier's facilities or processes relating to the services to be provided under this Agreement. The provisions of this Article are not intended to expand Party A's possessory or ownership interests in either Party's property beyond those set forth elsewhere in this Agreement. The information conveyed to Party A under this Article will be "Confidential Information" within the meaning of Article 10 hereof.

在合理要求的情况下，为审计之目的，或为审核乙方在本协议下义务的完成情况以及其产生的费用，以及甲方支付的服务费，乙方授权甲方获取所有乙方有关本协议的履行、甲方付费、乙方索赔等信息，包括但不限于，书籍，记录，工资数据，发票，通讯记录，以及其他电子和非电子文件。在甲方支付最后一笔款项后乙方应保存这些信息及文件四年。乙方应在甲方的指示下将这些信息和文件分隔开来，或者配合甲方加快审计或核查程序。另外，甲方有权审核和审计所有与乙方在本协议下提供的服务有关的设施或程序，包括与服务质量相关的问题。乙方同意甲方有权审计并复制所有相关文件、数据和其他与乙方的分包商或乙方的供应商在本协议项下义务有关的信息。应甲方要求，乙方应允许甲方审核及审计该分包商或供应商的与本协议项下的服务有关的设施或程序。本条规定并非意欲扩大甲方对任何一方财产的所有权，本协议中明确规定除外。在本条中向甲方传达的信息属于第 10 条界定的保密信息。

## 7. LABOR DISPUTES

### 劳动争议

Party B will notify Party A immediately of any actual or potential labor dispute affecting Party B or its suppliers which delays or threatens to delay timely performance of this Agreement, and will include all relevant information to Party A. If Party A deems necessary, Party B will create and submit for approval to Party A a back-up plan that ensures uninterrupted supply of the Services. Any additional costs incurred from this plan will be at Party B's expense. The back-up plan described in this Article will be subject to Party A's right to audit provided under this Agreement in Article 6 above.

乙方将及时通知甲方乙方的实际发生的或潜在的劳动争议，如果上述劳动

争议将延迟或可能威胁到本协议的按时履行，包括向甲方提供所有相关信息。如果甲方认为必要，乙方将准备一份保证本协议履行不受影响的备用方案，提交甲方批准。该计划产生的任何其他成本由乙方负担。本条所述备用方案受第 6 条甲方审计权的制约。

## 8. COMPLIANCE WITH APPLICABLE LAWS

### 适用法律的遵守

8.1 Party B, for itself and on behalf of its Affiliated Persons, represents, warrants and covenants that:

乙方自身并代表其关联方，陈述、保证并承诺如下：

- (a) it has complied and will act with integrity and in accordance with the Stellantis Code of Conduct as is published on Stellantis Group's official website (<https://www.stellantis.com/en/group/governance/code-of-conduct>);  
其已遵守并将继续遵守 Stellantis 集团官方网站 (<https://www.stellantis.com/en/group/governance/code-of-conduct>) 上公布的行为准则诚信行事；
- (b) it has complied, and will comply, with all of the Applicable Laws and has, to its best knowledge, not taken, and will not take or fail to take any action, which act or omission would subject itself or Party A or any Stellantis Group Company to liability under the Applicable Laws;  
其已遵守并将继续遵守所有的适用法律，且尽其所知，其并未采取并将继续不会采取或不采取任何作为，这些作为或不作为可能导致其自身、甲方或任何 Stellantis 集团公司成员根据适用法律承担责任；
- (c) neither it nor any of its subcontractors will utilize forced, compulsory, or child labor in connection with the supply of goods or the provision of services under this Agreement. Party A may request Party B from time to time to certify in writing its compliance (and that of Party B's subcontractors) with the foregoing, and Party B will comply with each such request;  
其及其分包商在本协议项下供应货物或提供服务相关活动中不使用强迫、强制劳工或童工。甲方有权不时要求乙方书面证明乙方（及乙方分包商）遵守前述条款，乙方应履行该要求；
- (d) neither itself nor any of its Affiliated Persons has, to its best knowledge, offered, paid, given or loaned or promised to pay, give or loan, or will offer, pay, give or loan or promise to pay, give or loan, directly or indirectly, money or any other thing of value to or for the benefit of any Government Official, for the purposes of corruptly (i) influencing any act or decision of such Government Official in his official capacity, (ii) inducing such Government Official to do or omit to do any act in violation of his lawful duty, (iii) securing any improper advantage, or (iv) inducing such Government Official to use his influence with a Government Entity to affect or influence any act or decision of that Government Entity, in each instance to direct business to itself or the other Party or any Stellantis Group Company; and  
尽其所知，其自身或及任何关联方均未已经直接或间接地向任何政府官

员或为该等官员的利益提供、支付、给予或贷款，或者已经承诺支付、给予或贷款，或者将提供、支付、给予或贷款，或将承诺给予支付或贷款金钱或任何其它有价值物，以达到下述的贿赂目的：(a)影响该政府官员以其职务身份所作的任何行为或决定；(b)诱使该等政府官员违反其法定职责作为或不作为；(c)取得任何不当利益，或者(d) 诱使该等政府官员利用其对政府实体的影响力以影响或改变该政府实体的任何行为或决定，从而为使其自身或协议另一方或任何 Stellantis 集团公司成员获取业务；以及

(e) neither itself nor any of its Affiliated Persons is or will become a Government Entity or a Government Official whose official duties include decisions to direct business to itself or the other Party or to supervise, or otherwise control or direct the actions of, Government Officials who are in a position to direct business to itself or the other Party or any Stellantis Group Company.

其自身或其任何关联方均不是且将来不会成为一个政府实体或政府官员，该等政府实体或政府官员的职务职责包括就向该方或协议另一方或任何 Stellantis 集团公司成员获取业务作出决定、或对能够为该方或协议另一方或任何 Stellantis 集团公司获取业务的政府官员进行监督、控制或指挥。

8.2 Party B shall assist and cooperate fully with the efforts of Party A to comply with all Applicable Laws.

乙方应协助并与甲方全力合作以遵守适用法律。

8.3 In no event will Party A be obligated to Party B under or in connection with this Agreement to act or refrain from acting if Party A believes that such act or omission would cause it or any Stellantis Group Company to be in violation of the Applicable Laws. In no event will Party A be liable to the other Party for any act or omission which it believes is necessary to comply with the Applicable Laws.

在任何情况下，如甲方认为某作为或不作为将导致其自身或任何 Stellantis 集团公司成员违反适用法律，则甲方无义务因本协议向乙方履行该作为或不作为。在任何情况下，甲方无需为其认为为遵守适用法律所必要的作为或不作为承担责任。

8.4 If Party B or any of its Affiliated Persons breaches any of the representations, warranties or covenants in this Article 8, each of which is deemed to be material and continuously made throughout the term of this Agreement, then, in addition to any other rights the other Party may have under this Agreement, Party A may declare a forfeit of any unpaid amounts owing to Party B and will be entitled to repayment of any amounts paid or credited to Party B, in each case, which are prohibited by Applicable Laws.

如果乙方或其任何关联方违反了本第 8 条项下的陈述、保证与承诺，该等陈述、保证与承诺均应视为重要的且在本协议有效期内持续作出，则甲方除根据本协议享有的其它权利外，甲方还可以宣布没收应向乙方支付的任何未付款项，且将有权要求乙方偿还为适用法律所禁止的已向乙方支付的或应付给乙方的任何款项。

8.5 For purposes of this Article 8, the following terms shall have the respective meanings set forth below:

为本第8条的目的, 下述术语的含义如下:

(a) “**Applicable Laws**” means any laws and regulations (including Chinese laws and regulations) on anticorruption to which each Party, its Affiliated Person, or its shareholder(s) is subject (including, without limitation, the Foreign Corrupt Practices Act of the United States), and all other laws, regulations, rules, orders, decrees or other directives carrying the force of law applicable to any activities engaged in by each Party or any of its Affiliated Persons in connection with this Agreement or any other business matters involving each Party or another Stellantis Group Company, in each case as the same may be amended from time to time;

“**适用法律**”指协议各方、协议各方的关联方、或其股东应遵守的包括中国法律法规在内的有关反腐败的法律法规(包括但不限于《美国反海外腐败法》), 以及适用于协议各方或其任何关联方与本协议相关的任何行为, 或适用于本协议各方或 STELLANTIS 集团公司另一成员所涉及的其它任何其它业务事项的所有其它法律、法规、规定、命令、法令或具有法律效力的其它指令及对上述规范性文件可能不时作出的修订;

(b) “**Affiliated Persons**” means each Party’s officers, directors, employees, or agents, or shareholders, principals or owners acting on its behalf or in its interests;

“**关联方**”指各方的管理人员、董事或雇员, 或代表该方或为该方利益行事的代理、股东、负责人或所有人;

(c) “**Stellantis Group Company**” means Party A’s direct or indirect parent companies, affiliates or subsidiaries;

“**Stellantis 集团公司成员**”是指甲方直接或者间接的母公司、关联机构或者子公司;

(d) “**Government Entity**” means a government or any department, agency or instrumentality thereof (including any company or other entity controlled by a government), a political party or a public international organization; and

“**政府实体**”指政府或其政府的任何部门、机构或执行部门(包括由政府控制的任何公司或其它实体)、政党或者政府国际组织; 及

(e) “**Government Official**” means any officeholder, employee or other official (including any immediate family member thereof) of a Government Entity, any person acting in an official capacity for a Government Entity or any candidate for political office.

“**政府官员**”指政府实体的任何官员、雇员或其它官员(包括他们的任何直系家庭成员), 以职务身份为政府实体行事的任何个人或行政职务的任何候选人。

## 9. DEFAULT AND INDEMNITY

### 违约和赔偿

9.1 Except as otherwise provided herein, where one Party fails to perform its

obligations hereunder, the other Party may by written notice to the defaulting Party to request the defaulting Party to perform its obligations or to provide proper remedies to effectively and promptly avoid or minimize the losses and damages, and to resume its performance of this Agreement. In addition, the defaulting Party shall indemnify the performing Party for all direct losses and damages incurred as a result of such default, including but not limited to proven attorney fees, liquidated damages, reimbursement, etc.

除本协议另有规定外，本协议任何一方未履行本协议项下的义务，另一方可以向违约的一方发出书面通知，要求其履行义务或采取适当的补救措施以迅速有效地避免或减小损失或损害，并恢复履行本协议。除此之外，违约的一方还应赔偿因其违约行为给守约方造成的所有直接损失和损害，包括但不限于经证实的律师费、损害赔偿等。

9.2 If both Parties breach this Agreement, they shall determine the compensation payable to each other based on the severity of their breach respectively.

如果双方均违反本协议，则双方应根据各自违约的严重程度确定应向对方支付的赔偿数额。

9.3 Party B shall defend, indemnify and hold Party A and its affiliates, including their respective officers, employees, agents and representatives harmless from and against any and all third party claims as a result of any breach or non-performance by Party B of this Agreement or for injuries or death of any person and damage or loss of any property allegedly or actually resulting from or arising out of any act, omission or negligent work of Party B or its employees, agents or subcontractors in connection with performing this Agreement.

对于因乙方违反或不履行本协议或者被主张或实际由于乙方或其员工、代理人或分包商在履行本协议过程中的任何故意、疏忽或过失所导致的任何人员伤亡或任何财产的损害或损失，乙方应当维护、补偿并使甲方及其关联方，包括其各自的管理人员、员工、代理人或代表任何及所有的第三方索赔。

## 10. CONFIDENTIALITY

### 保密

10.1 The Parties recognize that, in furtherance of or incidental to their above-mentioned agreements, Party A or its affiliates (collectively, the “**Disclosing Group**”) may disclose to Party B various forms of proprietary and confidential information or trade secrets which pertain to or are valuable to the Disclosing Group. For purposes of this Agreement, such information or trade secrets (including any such information provided prior to the date of this Agreement, collectively, “**Confidential Information**”) may include but shall not be limited to the following: information, regardless of the form in which it is transmitted, relating to past, present or future research, development or business plans, financial information, customer vendor or business partner information, intellectual property, operations or systems (including, without limitation, studies or reports, software, memoranda, drafts, drawings, designs, data, know-how and other information in either tangible or intangible form) of the Disclosing Group or a third party whose information is in the Disclosing Group’s possession under an obligation of confidentiality. All the information indicated above shall be deemed

as Confidential Information, regardless whether or not it is identified or marked as confidential at or after the time of disclosure and whether written (in whatever format) or oral, together with any copies, reproductions or summaries thereof, in whatever format and however or by whomever made or compiled.

双方承认，为促进并配合双方已达成的上述协议的履行，甲方或其关联机构（合称“**披露方**”）可能向乙方披露为披露方所有且对披露方有价值的形式各样的专有的和机密的信息或商业秘密。为本协议之目的，此等信息或商业秘密（包括所有在本协议签署之日前提供的该等信息，合称“**保密信息**”）可包括但不限于下述：有关披露方或为披露方所掌握并负有保密义务的第三方的过去、现在或将来的研究、开发或经营计划、财务信息、买方、卖方或合作方信息、知识产权、经营活动或制度有关的信息(包括但不限于以有形或无形形式表现的研究或报告、软件、备忘录、草图、图样、设计、数据、专有技术及其它信息)，而不论其载体为何种形式。上述所有信息不管其在被披露时或被披露后是否被标明为是秘密的，亦不论是以书面（不管以何种格式）或口头形式作出，连同其任何备份、复印件或摘要（不管以何种形式存在及由何人以何种形式制作或编辑），均应视为保密信息。

10.2 All Confidential Information shall remain the property of the member of the Disclosing Group that provided it. Party B shall not use any Confidential Information of the Disclosing Group for any purpose other than providing the Services to Party A, and shall hold such Confidential Information in confidence and take all reasonable precautions to prevent its unauthorized disclosure to third parties, or to its employees not having a direct need for access for purposes of those discussions.

所有保密信息应继续为披露该信息的披露方所有。乙方不得为向甲方提供服务以外的目的使用任何保密信息，并应对该等保密信息保密，以及采取所有合理的预防措施来防止未经授权向第三方或为本协议之目的无需直接接触该等保密信息的雇员披露。

10.3 Upon termination or expiration of this Agreement, Party B shall, at the request of Party A, return or destroy any documents, information or software containing any of such Confidential Information, delete any such Confidential Information from any memory devices, and shall cease to use such Confidential Information. Party B may only disclose the Confidential Information only to its respective employees, agents or professional consultants who need to have access to such information and shall cause them to observe the same confidentiality obligations hereunder.

在本协议终止或期满时，应甲方要求，乙方应向甲方交还或销毁任何载有保密信息的文件、信息或软件，或从任何有关记忆装置中删除该等保密信息，并应停止继续使用该等保密信息。乙方仅可向需要接触保密信息的雇员、代理或专业顾问披露保密信息，并应促使他们遵守与本协议项下相同的保密义务。

10.4 This confidentiality clause shall not apply to the information which:  
本保密条款不适用于下述信息：

(a) has already become known to the public prior or at the time of the disclosure;  
在披露时已为公众所知悉；

- (b) becomes available or known to the public after the disclosure not due to the fault of Party B;  
在披露后非因乙方的过错为公众所知;
- (c) is proved to be properly obtained by Party B before the disclosure from a third party which is not subject to a duty of confidentiality with respect to such information; or  
被证明为乙方在披露之前从不负有保密义务的第三方适当地获取;
- (d) is required to be disclosed by law, pursuant to a court order, by any securities exchange or by any governmental or regulatory body, provided, that Party B shall provide a draft of such disclosure to Party A and incorporate any modification reasonably requested by Party A to the extent permitted by law.  
为法律、法院命令、证券交易所或任何政府机关或监管机构要求披露，但在此情况下，乙方应向甲方提供该等披露的草稿，并应甲方合理要求，在法律许可的范围内作出必要的修改。

## 11. FORCE MAJEURE

### 不可抗力

11.1 If performance of this Agreement is delayed or prevented by an Event of Force Majeure (as defined below), the Party affected by such Event of Force Majeure shall be excused from any liability hereunder. For the purposes of this Agreement, an “Event of Force Majeure” shall mean any event that is unforeseeable, beyond the affected party's reasonable control, and cannot be prevented with reasonable care, which includes but is not limited to the acts of governments, fire, explosion, geographic change, flood, earthquake, tide, lightning, war, epidemic or any other unforeseeable, unavoidable and insurmountable events. However, any shortage of credit, capital or finance shall not be regarded as an event beyond a Party's reasonable control.

如果本协议任何一方因不可抗力事件（定义如下）的影响迟延履行或不能履行其在本协议项下的义务，则其可免于承担由此产生的本协议项下的任何责任。为本协议之目的，“不可抗力事件”是指不能预见、超出受影响一方控制，且不能通过合理的谨慎操作而避免的任何事件，包括但不限于政府行为、火灾、爆炸、地理变异、洪水、地震、海啸、雷击、战争、疫情或其他任何不可预见、不可避免及不能克服的事件。然而，任何信用、资本或资金的不足或短缺将不属于超出本协议一方合理控制之外的事件。

11.2 The Party affected by an Event of Force Majeure who claims to be excused from its obligation to perform this Agreement or any article herein shall notify the other Party within three (3) days after the occurrence of the Event of Force Majeure and shall take all necessary actions to minimize and mitigate the losses and damages and resume its performance of this Agreement as soon as practicable.

受到不可抗力事件影响并主张免于承担其在本协议或本协议任何条款项下的义务的一方，应于不可抗力事件发生之日起三（3）日内通知另一方不可抗力事件的发生情况，并采取所有必要的行动和措施以尽量减少和减轻相关损失和损害并在可行的前提下尽早恢复履行其在本协议项下的义务。

## 12. GOVERNING LAW AND DISPUTE RESOLUTION 管辖法律和争议解决

12.1 This Agreement shall be governed by PRC laws in all aspects.  
本协议在所有方面均受中国法律管辖。

12.2 Should a dispute arise between the Parties in connection with the interpretation or performance of this Agreement, they shall attempt to resolve such dispute through friendly consultations between themselves. If the dispute cannot be resolved within thirty (30) days after the commencement of such consultations, then either Party may submit it to Shanghai International Economic and Trade Arbitration Commission (the “SHIAC”) for arbitration in Shanghai in accordance with SHIAC’s then effective arbitration rules. The tribunal shall consist of three arbitrators of which each Party shall appoint one arbitrator and the third arbitrator shall be appointed by the Chairman of SHIAC. The language of the arbitration proceeding shall be Chinese. The arbitration award shall be final and binding on the Parties. The losing Party shall bear all costs and expenses of the arbitration.  
所有由本协议的解释或履行引起的争议，应首先由双方通过友好协商解决。如果该等争议无法在自协商开始之日起三十（30）内解决，则任何一方均有权将相关争议提交上海国际经济贸易仲裁委员会（“仲裁委员会”）按仲裁委员会当时有效的仲裁规则在上海进行仲裁。仲裁庭应由三（3）名仲裁员组成，本协议各方各自指定一（1）名仲裁员，第三名仲裁员将由仲裁委员会的主任指定。仲裁语言应为中文。仲裁裁决将是终局的，对双方具约束力。败诉方将承担并支付所有的仲裁费用。

12.3 During the period when the dispute is being resolved, except for the matters being disputed, the Parties shall in all other respects continue to perform their obligations hereunder.  
在争议解决期间，除争议事项外，双方将继续履行在本协议项下各自的其它义务。

## 13. TERM AND TERMINATION 期限及终止

13.1 This Agreement shall become effective when it is executed by both Parties and shall remain valid for a term of [1] months unless earlier terminated pursuant to the terms hereof. Party A shall be entitled to terminate this Agreement by 30 days' prior written notice.  
本协议将自双方正式签署之日起生效，并且除非双方依据本协议有关条款提前终止本协议之外，本协议将在[1]个月内持续有效。甲方有权经 30 天提前通知立即终止本协议。

13.2 Upon the occurrence of any of the following events to a Party, the other Party may unilaterally terminate this Agreement by a written notice to such Party with immediate effect:

当本协议任何一方出现下述情形之一时，另一方有权通过向对方发出书面通知的形式即刻终止本协议：

(a) The Party fails to comply with any of the obligations, provisions and conditions hereof, and such failure is not cured within 30 days after it has received a written cure notice from the other Party; or

一方未能履行或遵守本协议项下的义务、条款及条件，且该等违约行为未能在其收到另一方发出的纠正违约行为通知之日起 30 日内予以纠正；或

(b) The Party becomes insolvent or bankrupt, or is the subject of proceedings for liquidation or dissolution, or becomes unable to pay its debts as they become due or is dissolved in accordance with applicable law.

一方变为破产或资不抵债，或面临清算或解散，或变为无法清偿到期债务或根据适用法律被解散。

13.3 Upon receipt of any notice of termination issued by Party A in accordance with Article 13.1 herein, Party B shall take all necessary measures promptly to reduce the costs or losses incurred from the termination.

在收到依据本协议第 13.1 条出具的终止通知后，乙方应立即采取必要措施以减少该终止导致的成本或损失。

13.4 The expiration or termination of this Agreement for whatever reason shall not relieve either Party of its obligation to pay all amounts that have otherwise become due and payable to the other Party hereunder prior to such termination or expiration.

本协议的期满或无论因何种原因导致的终止，均不应解除本协议任何一方支付其在该等到期日或终止日之前所应当向另一方支付到期或应付的款项的义务。

13.5 The provisions of Articles 5, 9, 10 and this Article 13 shall survive any termination of this Agreement.

本协议第 5、9、10 条以及本第 13 条将不受本协议终止的影响而持续有效。

#### 14. NOTICES

##### 通知

Notices or other communications required to be given by either Party pursuant to this Agreement shall be written in Chinese and English and delivered in person or sent by an internationally recognized courier service or by facsimile to the address of the other Party set forth below or to such other address as may from time to time be designated by the other Party through notification to such Party. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

任何一方根据本协议规定的要求而发出的通知或其他通讯均应以中、英文书写，并通过专人或国际上认可的专递服务，或通过传真送达或发送至另一方的下述地址或另一方经过告知对方而不时指定的其它地址。该等通知的有效送达日期将根据以下方式确定：

- (a) notices given by personal delivery shall be deemed effectively given on the date of personal delivery;  
如果通过专人递送，以专人递送的当日视为送达日期；
- (b) notices sent by an internationally recognized courier service shall be deemed effectively given on the third day after the date deposited with such courier service; and  
如以国际间认可的专递服务方式发送，应以该等文件交由专递服务公司保管后的第三日为送达日期；以及
- (b) notices given by facsimile shall be deemed effectively given on the first day on which banks are generally open for business in the PRC following the date of transmission as indicated on the transmission confirmation slip of the document in question.  
如用传真发出，送达日期为相关传真的发送确认单所示发送日后的第一个中国银行正常营业之日。

If to Party A: PSA (Shanghai) Management Co., Ltd.

Address: 5th floor, Building 1, No.1528 Gumei Road, Xuhui district, Shanghai

Facsimile No.:

Attention:

如致甲方：标致雪铁龙（上海）管理有限公司

地址：上海市徐汇区古美路 1528 号 1 幢 5 层

传真号码：

收件人：

If to Party B: COMFORT INTERNATIONAL M.I.C.E. SERVICE CO.,LT

Address: Room 1510, 15th Floor, No. 13 Nongzhangguan South Road, Chaoyang District, Beijing

Facsimile No.:

Attention:

如致乙方：康辉集团国际会议展览有限公司

地址：北京市朝阳区农展馆南路 13 号 15 层 1510 室

传真号码：

收件人：

## 15. MISCELLANEOUS

### 其他规定

15.1 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are

consummated as originally contemplated to the greatest extent possible.

可分割性。 本协议的任何条款或规定如根据法律或公共政策被确认或裁决为无效、非法或不可强制执行，该等条款并不影响本协议其他条款的可执行性和效力，前提是本协议所规定的交易的经济和法律实质均未受到任何重大的不利于任何一方的影响。当本协议的任何条款或规定被确定为无效、非法或不可强制执行时，双方应以良好的诚信修改本协议，以使本协议得以通过双方均可接收的方式尽可能接近其各自的初始意图，以便本协议所规定的交易能够在最大限度内按照双方最初的设想完成。

15.2 Taxes. Each Party shall bear all taxes incurred by it in connection with its performance of this Agreement pursuant to applicable tax law.

税负。 每一方均应依照适用的税收法律，承担其各自因履行本协议而引致的所有税负。

15.3 Waiver. No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by any Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by any Party of any breach by the other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

弃权。 除非弃权方以书面形式明确表示放弃行使本协议任何条款项下的权利、权力或补救方法，并在该书面文件上签名，否则该等弃权将被视为无效。本协议任何一方未行使或延迟行使本协议项下的任何权利、权力或补救方法不应视为放弃这些权利、权力或补救方法；任何单独一次或部分放弃行使任何权利、权力或补救方法亦不应妨碍将来行使这些权利、权力或补救方法。在不限制前述规定的前提下，如任何一方放弃就另一方违反本协议任何条款的行为追究责任，不应视为其对任何相关后续违约行为或另一方违反本协议其他条款的行为均放弃追究责任。

15.4 Assignment and Subcontract. Without the prior written consent of the other Party, neither Party may assign any of its rights or obligations hereunder to any party other than its affiliates. Party B shall guarantee that any third party it employed for performance of this Agreement shall act in strict accordance with any and all provisions hereof, and shall commit to take joint and several liability for any acts of such third party in performing this Agreement.

转让与分包。 未经另一方事先书面同意，任何一方均无权向其关联机构之外的其他任何实体转让其在本协议项下的任何权利和义务。乙方保证其为履行本协议之目的所聘用的第三方亦严格遵守本协议的所有约定，并承诺对该等第三方履行本协议之相关行为向甲方承担连带责任。

15.5 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors and permitted assigns.

承继人和转让。 本协议对双方的承继人均有约束力，且本协议谨为双方、双方各自的承继人及其经允许的受让人的利益而制定。

15.6 Entire Agreement. This Agreement constitutes the complete and only agreement between the Parties on the subject matter hereof and replaces all previous oral or written agreements, understandings and communications of the Parties in respect of the subject matter hereof.  
全部协议。 本协议构成各方关于本协议项下事宜之全部并且唯一的协议，并应取代双方之间此前与本协议项下事宜有关的全部口头或书面的协议、理解和沟通。

15.7 Further Assurances. Each of the Parties agrees to expeditiously execute such documents and perform such further acts as may be reasonably required or desirable to carry out or to perform the provisions and purposes of this Agreement.  
进一步承诺。 本协议每一方均在此同意，为履行本协议项下的条款并实现本协议项下的目的，其将根据合理的需要和具体情形迅速并及时地签署相关文件并采取相关进一步的行动。

15.8 Limitation on Parties' Relationship. Noting in this Agreement shall be construed, or deemed, to create a joint venture, partnership, or agency relationship between the Parties. Neither Party has any authority to enter into contracts or commitments in the name of or on behalf of the other Party or to bind the other Party in any respect whatsoever.  
对双方关系的限制。 本协议的任何规定在双方之间不产生合资、合伙或代理关系，亦不得被解释为或视作在双方之间产生该等关系。任何一方均无权以对方名义或代表对方签署合同或承担义务或在任何方面约束对方。

15.9 Insurance. Party B will at its own cost obtain and continuously maintain in force during the term of this Agreement that is necessary to perform its obligation under this Agreement, including but not limited to any and all statutory insurance in relation to worker's compensation, accident insurance, commercial general liability insurance, employer liability insurance, all risk property insurance etc.  
保险。 在本协议有效期内，乙方应当自行购买并维持履行其在本协议项下义务所必须的所有保险，包括但不限于：与员工利益有关的所有强制型保险，意外险、商业一切险、雇主责任险、财产一切险等。

15.10 Amendment. This Agreement may not be amended, modified or supplemented except by a written instrument executed by both Parties.  
修订。 本协议不得口头变更、修改或补充，只有在双方签署书面文件后方可变更、修改或补充本协议。

15.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be deemed one single instrument.  
副本。 本协议可由双方签署一份或多份副本，每一份副本均将被视为原件，各份副本共同构成一份完整签署的协议。

15.12 Languages. This Agreement is made in both English and Chinese with equal legal effect. In the case of any inconsistency between the two language versions, the English version shall prevail.

语言。 本协议应以中文、英文书写，两种文字的文本同等有效。若中文与英文文本相应条文的意义有任何分歧，则以英文文本为准。

*(The rest of this page intentionally left blank; signature page to follow)*  
(本页以下无正文，后附签字页)

IN WITNESS THEREOF the Parties hereto have caused this Agreement to be duly executed by their authorized representatives as of the date first above written.

兹证明，双方已促使其正式授权代表于本协议文首之日签署本协议。

[PSA (Shanghai) Management Co., Ltd.]  
[标致雪铁龙 (上海) 管理有限公司]

By/签署:

Name/姓名:

Title/职务:



[NAME OF PARTY B]  
[乙方名称]

By/签署:

Name/姓名:

Title/职务:



## Exhibit 1

### 附件 1

#### Description of Services

#### 服务描述

项目名称/Project Name	2023DS法国之旅		 <b>CMS</b> 康辉会展						
项目编号/Project Number	1222								
日期/Date	10月23日								
人数/Guests	9人								
类别	姓名	国家	类型	签证费	VIP	陪签费	机酒行程	保险	合计
签证	王文亭	法国	商务	¥1,700		¥200	¥200	以实际结算为准	¥2,100
	方宇	法国	商务	¥1,700		¥200	¥200	以实际结算为准	¥2,100
	陆文忠	法国	商务	¥1,700		¥200	¥200	以实际结算为准	¥2,100
	武宗俊	法国	商务	¥1,700	¥380	¥200	¥200	以实际结算为准	¥2,480
	黄楠	法国	商务	¥1,700	¥380	¥200	¥200	以实际结算为准	¥2,480
	赵联学	法国	商务	¥1,700		¥200	¥200	以实际结算为准	¥2,100
	李宇敏	法国	商务	¥1,700		¥200	¥200	以实际结算为准	¥2,100
	李超	法国	商务	¥1,700		¥200	¥200	以实际结算为准	¥2,100
	沙晓曼	法国	商务	¥1,700		¥200	¥200	以实际结算为准	¥2,100
费用合计								¥19,660	
服务费10%								¥1,966	
税费6%								¥1,298	
总计								¥22,924	

## Exhibit 2

### 附件 2

### Requirement and Standards of Services 服务要求和标准

#### 1. Standards for the Services

##### 服务标准

Party B shall perform the Services in a professional manner and promptly correct, at no additional charge, any errors or deficiencies in the Services. Before each payment by Party A to Party B in accordance with Exhibit 3, Party A or designated third parties shall evaluate the Services provided. The provision of Services shall be deemed to have been completed and accepted upon issuance by Party A or designated third parties of a notice confirming that it has received and reviewed the Services and the Services have been provided in accordance with the Parties' agreement ("Confirmation Notice"). Party A or designated third parties shall issue the Confirmation Notice (or a request for correction) within 10 business days of receiving all Services and documentation from Party B to verify performance of the Services.

乙方应当以专业标准及时准确履行服务。在服务提供中无任何额外费用，无错误或缺陷。在甲方向乙方根据附件 3 之规定支付费用前，甲方或其授权的第三人，应当检验乙方提供的服务。甲方或其授权的第三人签发确认通知确认其收到并检查且提供的服务符合双方的共同意愿，则服务可视为完全提供并被接受（“确认通知”）。甲方或其授权的第三方应当在收到所有乙方提供的或者修改的服务或者文件后 10 个工作日内签发确认通知（或修改要求函）给乙方。

In addition, the performance and effect of the Service shall also in line with the KPI Standard set forth in Annex of this Exhibit. Party A may assess the effect and performance of Service by Party B in accordance with the KPI standard set forth in Exhibit 2 of this Agreement and adjust the Service Fee in accordance with the principle set forth thereof.

除此之外，乙方的服务表现和服务的效果应当符合本附件附录所述的 KPI 标准。甲方可依照该等 KPI 标准评估供应商的服务表现和服务效果，并依据该附录所述的规则调整服务费。

#### 2. Changes

##### 变更

Party B shall not alter or vary the scope and contents of the Services, except as directed in writing by Party A. Party A shall have the right at any time during the

term of this Agreement, by notice in writing, to direct Party B to make changes in the following: (a) specifications, materials, data incorporated in this Agreement; (b) place of delivery of the Services; and (c) time of delivery of the Services. If any such change causes an increase or decrease in the costs of or the time required for performance of this Agreement, an equitable adjustment, to be agreed to by the parties in writing shall be made in the price or delivery schedule, or both. If the parties cannot agree to such price or time adjustment within ten business days (or such other time as may be then agreeable to by both parties) of Party B's receipt of Party A's request for a change, Party A may terminate this Agreement upon five business days prior written notice to Party B.

除非经甲方书面指示，乙方不得修改或改变服务范围和内容。甲方有权在履行协议期间的任何时间通过书面通知指示乙方在下述方面进行变更(a)本协议包含的规格、材料和数据；(b)服务地点；以及(c)服务时间。如果任何该等变更引起成本或履行本协议所需时间的增加或减少，双方应以书面形式对价格或时间或二者进行公平的调整。如果在乙方收到甲方要求进行变更后十个个工作日内（或双方可以同意的其它时间内）双方不能就该等价格或时间的调整达成协议，甲方可以通过提前五个工作日向乙方发出事先通知解除本协议。

Annex  
附录

**KPI Standard and Service Fee Adjustment**  
**KPI 标准和服务费调整**

Exhibit 3  
附件 3

**Pricing and Payment Arrangements**  
**计价和付费安排**

1. The total Service Fees under this Agreement shall be [ ¥22924.00] (6% VAT Incl.), the breakdown of which shall be as follows:

本协议下的服务费（不含保险费用）为[¥22924.00]（含6%增值税），其明细见下：

项目名称/Project Name	2023DS法国之旅		 <b>CMS</b> 康辉会展						
项目编号/Project Number	1222								
日期/Date	10月23日								
人数/Guests	9人								
类别	姓名	国家	类型	签证费	VIP	陪签费	机酒行程	保险	合计
签证	王文亭	法国	商务	¥1,700		¥200	¥200	以实际结算为准	¥2,100
	方宇	法国	商务	¥1,700		¥200	¥200	以实际结算为准	¥2,100
	陆文忠	法国	商务	¥1,700		¥200	¥200	以实际结算为准	¥2,100
	武宗俊	法国	商务	¥1,700	¥380	¥200	¥200	以实际结算为准	¥2,480
	黄楠	法国	商务	¥1,700	¥380	¥200	¥200	以实际结算为准	¥2,480
	赵联学	法国	商务	¥1,700		¥200	¥200	以实际结算为准	¥2,100
	李宇缜	法国	商务	¥1,700		¥200	¥200	以实际结算为准	¥2,100
	李超	法国	商务	¥1,700		¥200	¥200	以实际结算为准	¥2,100
	沙晓曼	法国	商务	¥1,700		¥200	¥200	以实际结算为准	¥2,100
费用合计								¥19,660	
服务费10%								¥1,966	
税费6%								¥1,298	
总计								¥22,924	

保险费用另行支付，实报实销

2. Party B shall issue a VAT Special Invoice to Party A upon completion of the Services. However, in the event that the parties have agreed on KPI standard in Exhibit 2, the amount of such invoice shall be in line with the amount as adjusted by Party A in accordance with Exhibit 2. Party A shall pay Services Fees to Party B within 60 days upon (1) Party A's receipt of the VAT Special Invoice from Party B, and (2) issuance of the Confirmation Notice by Party A in accordance with Exhibit 2. 乙方应在服务提供完毕后向甲方开具增值税专用发票。但是，如果双方在附件2中约定了KPI标准，那么该等发票金额应为甲方依据附件2所述条款调整后的金额。甲方在 (1)收到乙方开具的增值税专用发票后，且(2)甲方根据附件2的规定开具了确认通知的60日内付清费用给乙方。

3. The Service Fees are inclusive of the expenses and taxes or duties of any kind whatsoever payable by whichever party in connection with the Services Fees and Party A shall have no obligation to pay or reimburse Party B for such taxes or duties. If after the signing of this Agreement, the tax rate applicable to the Services is adjusted by any laws and/or regulations, the Service Fee should be adjusted accordingly by the parties.

服务费包括所有服务费及与服务费相关协议一方需要支付的所有税费，并且甲方无须支付或者返还该税费给乙方。如果本协议签署后，服务所适用的税率依据法律法规发生变更时，双方应相应调整服务费。

4. The Service Fees shall be paid through bank transfer.

费用应当通过银行汇款的方式支付。

Bank information of Party B:

乙方的银行信息：

Bank: Bank of Communications Beijing Tuanjie Lake Branch

开户行：交通银行北京团结湖支行

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

户名：康辉集团北京国际会议展览有限公司

A/C No.: 1100 6074 4018 0100 4979 6

帐号：1100 6074 4018 0100 4979 6