

## SERVICE CONTRACT

### 服务合同

THIS SERVICE CONTRACT (hereinafter referred to as the “Contract”) is made BY  
AND BETWEEN:

本服务合同（以下简称为“本合同”）由以下双方达成：

[Comfort International M.I.C.E. Service Co., Ltd] a company incorporated and existing under the laws of the [the People's Republic of China] and having its registered office at Rm. 1510, Ruichen Int'l Center, No. 13, Nongzhanguan South Rd, Chaoyang District, China. (hereinafter referred to as “[CMS]” which expression shall mean and include its successors and assigns).

康辉集团北京国际会议展览有限公司，一家依据[中华人民共和国]法律成立和存续的公司，注册地办公地址为[北京市朝阳区农展馆南路 13 号瑞辰国际中心 15 层 1510 室](以下简称为“康辉会展”，该表述的含义应包含其承继人和受让人)。

AND

及

VFS Business Information Consulting (Shanghai) Co., Ltd. a company duly incorporated and validly existing under the laws of China with a registered address at Room 103, Building 2, No. 2266, Pudong South Road, China (Shanghai) Pilot Free Trade Zone (hereinafter referred to as “VFS” which expression shall mean and include its successors and assigns).

威孚商务信息咨询（上海）有限公司，一家依据中华人民共和国法律成并存续的公司，注册地办公地址为中国（上海）自由贸易试验区浦东南路 2266 号 2 号楼 103 室（以下简称为“威孚仕”，该表述的含义应包含其承继人和受让人）。

(Hereinafter [CMS] and VFS are also collectively referred to as "Parties" and individually as "Party").

([康辉会展]和威孚仕以下共同称为“双方”，单独称为“一方”)。

FOR THE COOPERATION BETWEEN [CMS] AND VFS IN RELATION TO [Abu Dhabi Fam Trip, during 21-25 Jul 25] , THE PARTIES HAVE AGREED AS FOLLOWS:

就康辉会展和 VFS 关于[2025 年 7 月 21-25 日期间赴阿布扎比考察项目]的合作事宜，双方达成以下合意：

## 1. Scope of Services

### 服务内容

1.1 The Parties shall refer to Annex 1 of this Agreement.

双方应适用本协议附件 1。

## 2. Service Price & Payment of Service Fee & Settlement

### 服务价格与服务费的支付

2.1 The Parties shall refer to Annex 1 of this Agreement.

双方应适用本协议附件 1。

## 3. Obligations of the Parties

### 双方的义务

3.1 The Parties shall refer to Annex 1 of this Agreement.

双方应适用本协议附件 1。

## 4. Term and Termination

### 期限与终止

#### 4.1 Term

##### 期限

This Contract shall come into effect from \_\_\_\_ and shall be valid until \_\_\_\_ unless early terminated in accordance with the provisions herein.

本合同应自 2025 年 6 月 24 日起生效，除非根据本合同的规定被提前终止，其应在 2025 年 9 月 24 日以前一直有效。

#### 4.2 Termination

##### 终止

4.2.1 The Parties may early terminate this Contract upon mutual agreement or upon 30 days prior notice in writing by one Party to the other Party.

双方可经协商一致或一方提前 30 天书面通知另一方，提前终止本合同。

4.2.2 The non-defaulting Party may notify the other Party in writing to cure the breach within 30 days, and if such other Party fails to cure within such 30 days, such non-defaulting Party may terminate this Contract:

守约方可书面通知另一方在 30 日内纠正违约，若该另一方未能在此 30 日内纠正的，该守约方可终止本合同。

#### 5. Confidentiality and Non-Disclosure

##### 保密和不披露

5.1 The Parties agree that any and all information shared and/ or exchanged between the Parties hereto during the negotiations and discussions and during the execution and performance of this Contract, including details of this Contract, shall be held as confidential by the Parties.

双方同意，在谈判和讨论期间以及在签署和履行本合同的过程中双方共享和/或交换的任何及所有信息，包括本合同的详细信息，应由双方进行保密。



5.2 The confidentiality period shall be the whole Term of this Contract plus 2 years after this Contract expires or is terminated.

保密期限为本合同的整个期限加上本合同到期或被终止后的 2 年。

## 6. Indemnification

### 赔偿

6.1 VFS and the [CMS] (each, the "Indemnifying Party") shall indemnify and hold harmless the other Party (the "Indemnified Party") from and against any and all claims, suits, actions, liabilities, losses, damages and expenses, including reasonable attorney fees, threatened or brought against or incurred by the Indemnified Party as a result of a breach by the Indemnifying Party of its obligations hereunder.

VFS 和 [康辉会展] (下称 "赔偿方") 应赔偿另一方 (下称 "受赔偿方") 因受赔偿方违反其在本协议项下的义务而受到的任何及所有索赔、起诉、争议、责任、损失、损害和费用 (包括合理的律师费), 并使其免受损害。

## 7. Limitation of Liability

### 责任范围

7.1 In no event shall either Party be liable for special, incidental or consequential damages of any kind or nature, including without limitation, loss of profits, indirect losses arising out of, related to or in connection with this Contract, regardless of the nature of the claim raised, whether in contract, tort or otherwise, even if the Party is aware of the possibility of such damages. In no event shall either Party hereto be liable for lost profits resulting from an alleged breach of this Contract even if, under applicable law, such lost profits would not be considered special or consequential damages. In any event VFS's maximum aggregate liability will be limited to [¥ 42,614.00].

在任何情况下, 任何一方均不承担任何种类或性质的特殊、附带或间接的损害赔偿 responsibility, 包括但不限于, 由本合同引起的、与本合同相关的或涉及本合

同的利润损失、间接损失，不论提出的主张性质是基于合同、侵权还是其他，即使一方意识到该等损害的可能性。在任何情况下，任何一方均不承担涉嫌违反本合同而导致的利润损失，即使根据适用法律，该等利润损失不会被认定为特殊或间接损害。在任何情况下，VFS 在本协议下的责任最高应限于[人民币 42,614.00 元]。

## 8. Waiver

### 弃权

8.1 A waiver of any defaults hereunder or any provision under of this Contract shall not be deemed as continuing waiver of such a default or provision or a waiver of any other default or any other provision hereunder.

对本合同项下任何违约的豁免或对本合同项下任何约定的放弃不得被视为对该违约或约定的持续豁免或放弃，也不得被视为对本合同项下任何其它违约的豁免或任何其它约定的放弃。

## 9. Assignment

### 转让

9.1 Neither this Contract nor any right or obligation hereunder shall be assigned or transferred by either Party, whether voluntarily or by operation of law, without the prior written consent of the other Party; provided that, either Party may assign this Contract and its rights and obligations hereunder to any of its affiliates with prior written notice to the other Party.

不论自愿还是经法律的实施，在没有另一方事先书面同意的情况下，任何一方均不得将本合同或本合同项下的任何权利或义务进行让与或转让；但是，任何一方可经事先书面通知另一方将本合同及其在本合同项下的权利和义务转让给其任一关联方。

## 10. Governing Law & Dispute Resolution

### 管辖法律与争议解决

## 10.1 Governing Law

### 管辖法律

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

本合同受中华人民共和国法律管辖并依据其解释。

## 10.2 Dispute Resolution

### 争议解决

Any dispute relating to or arising out of this Contract between the Parties shall in the first instance be resolved through amicable negotiations between the Parties, failing which the dispute shall and can only be submitted by any Party to the competent People's court where VFS is located in the form of litigation for resolution. The Parties shall bear the corresponding cost in accordance with the court's judgment and each Party shall bear its own counsel fees.

双方之间与本合同有关的或由本合同引起的任何争议应首先经双方友好协商解决，不能通过协商解决的争议，任何一方应且只能向 VFS 所在地有管辖权的人民法院以诉讼的方式解决。双方应根据法院判决承担相应费用，且每一方应承担其自身的律师费。

## 11. Data Protection

### 数据保护

The [CMS] authorizes VFS to process the Agreement Personal Data during the Term as a Processor for the services set out in this Contract. [CMS] warrants to VFS that (i) it has all necessary rights to authorize VFS to process personal data in accordance with this Contract and the data protection laws; and (ii) its instructions to VFS relating to processing of personal data will not put VFS in breach of data protection laws.



[康辉会展] 授权 VFS 在本合同规定的服务期限内作为处理人处理本协议中的个人数据。[康辉会展] 向 VFS 保证:(i) 其有权授权 VFS 根据本合同和数据保护法处理个人信息; 及(ii)就处理个人信息向 VFS 发出的指示, 不会使 VFS 违反数据保护法。

## 12. Modification

### 修改

This Contract may not be modified or amended in any respect, except in writing signed by the authorized representatives of the Parties.

本合同在任何方面均不得被修改或修订, 除非经双方的授权代表书面签署。

## 13. Severability

### 可分性

If any part, term or condition of this Contract is be held void, unenforceable or in conflict with applicable law by a court or agency of competent jurisdiction, the validity of the remaining parts, terms and conditions herein shall not be affected thereby.

倘若本合同的任何部分、条款或条件经有管辖权的法院或机构认定为无效、不可执行或与适用法律相冲突, 本合同的剩余部分、条款和条件的有效性应不受影响。

## 14. Representations and Warranties

### 陈述与保证

14.1 Each Party warrants that it has the right to enter into this Contract and fully perform all obligations applicable to it hereunder.

每一方保证, 其有权利签署本合同, 并有权全面履行本合同项下所有适用于其的义务。

14.2 Each Party warrants that entering this Contract does not violate the terms and conditions of any other agreements, contracts or deeds that such Party have executed.

每一方保证，签署本合同不违反该方已签署的任何其他协议、合同或契据项下的条款和条件。

14.3 Except as expressly set forth under this clause, neither Party makes any other representations or warranties, whether express, statutory, implied, or otherwise.

除本条项下明确规定的外，任何一方均未做出任何其他陈述或保证，无论是明示的、法定的、默示的还是其他。

## 15. Survival

继续有效

The provisions of Clause 5 (Confidentiality and Non-Disclosure), Clause 6 (Indemnification), Clause 7 (Limitation of Liability), Clause 8 (Waiver), Clause 10 (Governing Law & Dispute Resolution), Clause 14 (Representations and Warranties), Clause 15 (Survival) and Clause 16 (Language) shall survive the expiry or early termination of this Contract for any reason whatsoever.

第5条（保密和不披露）、第6条（赔偿）、第7条（责任范围）、第8条（弃权）、第10条（管辖法律与争议解决）、第14条（陈述与保证）、第15条（继续有效）和第16条（语言）的规定应在本合同到期或基于任何原因的提前终止后继续有效。

## 16. Language

语言



This Contract is made in both Chinese and English. If there is any discrepancy between the Chinese and English versions, the Chinese version shall prevail.

本合同以中文和英文订立。若中英文版本之间有任何不一致之处，以中文版为准。

## 17. Date of Signature

### 签署日期

The date on which this Contract is signed by the last Party (as indicated by the date associated with that Party's signature) will be deemed as the date of this Contract. If a Party (the "First Signing Party") signs this Contract but fails to date a signature, the date that the other Party receives this Contract signed by such First Signing Party will be deemed to be the date that the First Signing Party signed this Contract.

最后签署本合同一方的签署日期（如该方签字的日期所示）将被视为本合同的签署日。若一方（“先签署方”）签署本合同但未填写签署日期，则另一方收到该先签署方签署的本合同的日期将被视为先签署方签署本合同的日期。

## 18. Counterparts

### 副本

This Contract shall be executed in two (2) counterparts and each Party shall hold one (1), each of which shall have equal legal effect.

本合同一式贰（2）份，每一方持有壹（1）份，且每一份副本均具有同等法律效力。

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The Parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date written below.

以资证明，本合同双方均已通过其经正式授权的代表于下文所书日期签署本合同。

[Comfort International M.I.C.E. Service Co., Ltd]

[康辉集团北京国际会议展览有限公司]

Authorized Signatory:

授权签署人:

Designation:

职位:

Date:

日期:



2015.7.18

VFS Business Information Consulting (Shanghai) Co., Ltd.

威孚商务信息咨询（上海）有限公司

Authorized Signatory:

授权签署人:

Designation:

职位:

Date:

日期:



1/10/15 Singh



Annex 1

附件 1

[服务产品和报价]

Air tickets: Cny 42,614.00

1. SONG/YINAN 2. SUN/XIAODA 3. WANG/MIN 4. WANG/PENG 5. ZHANG/QIANQIAN  
6. ZHONG/LAN

CA941 MO21JUL PEKDXB HK6 1715 2220

CA942 SA26JUL DXBPEK HK6 0010 1140

1. GUO/XIAOQI

CZ8057 MO21JUL CANDXB HK1 1515 1910

CZ8058 FR25JUL DXBCAN HK1 2110 0845+1

1. CHEN/XIAOYING 2. DENG/YIQIONG 3. MA/YIFAN

MU245 MO21JUL PVGDXB HK3 1335 1900

MU246 FR25JUL DXBPVG HK3 2030 094

Receiving bank account information:

Account Name: Comfort International M.I.C.E. Service Co., Ltd

Company Address: Rm. 1510, Ruichen Int'l Center, No. 13, Nongzhanguan  
South Rd, Chaoyang District, China

Bank Name: BANK OF COMMUNICATIONS CO., LTD BEIJING MUNICIPAL BRANCH

Bank Address: NO.33 JINRONG STREET, XICHENG DISTRICT, BEIJING, CHINA

Bank Number : +86 (0) 1085983575

Bank Account: 1100 6074 4018 0100 4979 6

Swift code : COMMCNBJG

IATA No. : 08304052

## 1. **Anti-Bribery & Corruption Clause**

### 反贿赂及反腐败条款

- 1.1. The Supplier will comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption and notify VFS (in writing) if it becomes aware of any breach of this clause or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with the performance of this Agreement.

供应商将遵守所有与反贿赂和反腐败有关的适用法律、法规、条例和守则，如果供应商发现有任何违反本条款的行为，或有理由相信其或与之相关的任何人收到与履行本协议有关的任何不正当财务或其他好处的请求或要求，供应商必须以书面形式通知 VFS。

- 1.2. The Supplier shall ensure that any person associated with it who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier under this clause. The Supplier shall be responsible for the observance and performance by such persons of this clause and shall be directly liable to VFS for any breach by such persons. Any breach of this clause will be a material breach of this Agreement, which is not capable of being remedied, irrespective of whether any financial loss or reputational damage arises and irrespective of the level of any financial loss or deprivation of benefit arising as a consequence of such breach. The Supplier will indemnify VFS and VFS Group Companies against all Recoverable Liabilities in each case arising out of or in connection with any breach by the Supplier of this **clause 1**.

供应商应确保，与其有关联的、履行与本协议有关的服务的任何人员仅基于书面合同履行该等服务，该等合同对该等人员施加的条款应与本协议项下对供应商施加的条款相当。供应商应对该等人员遵守和履行本条款负责，并应就该等人员的任何违约向 VFS 直接承担责任。对本条的任何违反将构成对本协议的实质性违约，且无法补救，无论是否导致任何财务损失或声誉损害，也无论该等违反导致的任何财务损失或利益丧失的程度如何。对于因供应商违反本项第 1 条而引起或与之相关的所有可追偿责任，供应商将向 VFS 和 VFS 集团公司作出赔偿。

## 2. **Supplier Code of Conduct Clause**

### 供应商行为守则条款

The Supplier agrees and undertakes to comply with applicable VFS Global Policies: [https://www.vfsglobal.com/en/general/about.html?from\\_section=1](https://www.vfsglobal.com/en/general/about.html?from_section=1) or as set out in <https://www.vfsglobal.com/en/pdf/vfs-global-supplier-code-of-conduct.pdf>, failing which the same shall amount to breach of the terms of this Agreement/s. The Supplier acknowledges that the obligation contained in this clause is a material obligation, breach of which shall entitle VFS Global to terminate the Supplier's Agreement/s forthwith.

供应商同意并承诺遵守适用的 VFS Global 准则：

[https://www.vfsglobal.com/en/general/about.html?from\\_section=1](https://www.vfsglobal.com/en/general/about.html?from_section=1) 或

<https://www.vfsglobal.com/en/pdf/vfs-global-supplier-code-of-conduct.pdf> 中所述；否则视为违反本协议的条款。供应商确认，本条规定的义务为重大义务，违反该等义务，VFS Global 有权立即终止供应商协议。





## NON-DISCLOSURE AGREEMENT

### 保密协议

This Non-Disclosure Agreement ("Agreement") is made between:

本保密协议("本协议")由以下双方签订:

VFS Business Information Consulting (Shanghai) Co., Ltd., a company incorporated under the laws of China, having its business office at Room 401, No.213, Si Chuan Middle Road, Huangpu District, Shanghai, China ("VFS");

威孚商务信息咨询(上海)有限公司, 一家根据中国法律设立的公司, 其办公地址为中国上海黄浦区四川中路 213 号 401 室("威孚");

[Comfort International M.I.C.E. Service Co., Ltd], a company incorporated under the laws of China, having its business address at [Rm. 1510, Ruichen Int'l Center, No. 13, Nongzhanguan South Rd, Chaoyang District] ("CMS").

[康辉集团北京国际会议展览有限公司], 一家根据中国法律成立的公司, 其办公地址为: [北京市朝阳区农展馆南路 13 号瑞辰国际中心 15 层 1510 室]; ("康辉会展")。

### Recital.

#### 前言:

- A. VFS is a leading global outsourcing and technology services company specialist in offering visa application, passport services, consular services and identity and citizen services to governments and diplomatic missions.

威孚是全球领先的面向政府及外交机构提供签证申请、护照办理、领事服务、身份与公民身份服务的科技外包服务企业。

- B. CMS with the original commercial incentive tour business as the foundation and event and public relationship planning as the core, providing clients with various and one-stop service, including marketing consultancy, domestic and overseas planning and operation of large projects, domestic and overseas conference implementation service, exhibition, press release, road show, incentive tour, destination second development and so on.

康辉会展以原有的商业奖励旅游业务为基础, 以活动和公关策划为核心, 为客户提供多样化的一站式服务, 包括营销咨询、国内外大型项目的规划和运营、国内外会议实施服务、展览、新闻稿、路演、奖励旅游、目的地二次开发等。

- C. Based on the representations of [CMS], VFS intends to disclose Confidential Information to the [CMS] to enable both parties can collaborate for [ADCEB & CMS Fam Trip]. (the "Purpose").

基于[康辉集团北京国际会议展览有限公司]的陈述, VFS 拟向[康辉集团北京国际会议展览有限公司]披露保密信息, 以使[康辉集团北京国际会议展览有限公司]能够与威孚就关于[阿布扎比考察项目]项目合作("目的")。

The parties agree, in consideration of, among other things, the mutual promises contained in this Agreement:

双方同意, 除其他事项外, 约定本协议中包含的相互承诺等信息:

1. **Discloser.** The disclosing party ("Discloser") of Confidential Information is VFS and its group affiliates.

披露方。保密信息的披露方("披露方")为威孚以及其关联公司。

2. **Receiver.** The receiving party ("Receiver") of Confidential Information is [CMS].

接收方。保密信息的接收方("接收方")为[康辉集团北京国际会议展览有限公司]。



**3. Confidential Information.** Confidential Information includes without limitation data which Discloser, or its related companies, now or in the future possesses relating to technical, business, financial, and other data generally considered by Discloser to be proprietary or confidential and which, (a) is marked as "Confidential" or "Proprietary," or with a similar legend, at the time of disclosure; or (b) is clearly identified to the party receiving Confidential Information ("Receiver") as confidential or proprietary at the time of disclosure; or (c) is material which would typically be treated by a prudent business person as confidential. Confidential Information may include without limitation information belonging to a third party such as customers or suppliers, or potential customers or suppliers, of Discloser or its related companies.

**保密信息。**保密信息包括但不限于披露方或其关联公司目前或将来拥有的关于技术、业务、财务及其他数据的数据，该等数据通常被披露方视为专有或保密信息，并且(a)在披露时标记为“保密”或“专有”或带有类似说明；或(b)在披露时明确指定接收保密信息的一方(“接收方”)为保密或专有信息；或(c)属于通常被谨慎的商业人士视为保密信息的重要数据。保密信息可能包括但不限于属于第三方的信息，例如披露方或其关联公司的客户或供应商、或潜在客户或供应商。

**4. Term.** This Agreement applies to (a) any Confidential Information which is disclosed on or after the date of signing of this Agreement; and (b) any Confidential Information relating to the Purpose which was disclosed prior to the date of signing of this Agreement. Except as otherwise agreed in writing with respect to any particular Confidential Information, the obligations of Receiver under this Agreement will continue (i) indefinitely in relation to any intellectual and industrial property rights, trade secrets and know how in respect of software; and (ii) until the time such Confidential Information becomes publicly known and /or made generally available to public through no action or inaction of the Receiver.

**协议期限。**本协议适用于(a)在本协议签署日当天或之后披露的任何保密信息；及(b)在本协议签署日之前披露的与目的相关的任何保密信息。除非就任何特定保密信息另行书面约定，接收方在本协议项下的义务将(i)无限期地针对软件的任何知识产权和工业产权、商业秘密和专有技术继续有效；及(ii)直至该等保密信息在接收方无作为或不作为的情况下成为公众知悉和/或公众可普遍获得。

**5. Return of information.** Upon the written request of Discloser, Receiver will (at Discloser's election) return or destroy all Confidential Information received (including all copies) and provide Discloser with documentation attesting to that fact.

**信息的返回。**经披露方书面要求，接收方将(根据披露方的选择)返还或销毁收到的所有保密信息(包括所有复印件)，并向披露方提供证明该事实的文件。

**6. Confidentiality.** Receiver may only use Confidential Information in connection with the Purpose. Receiver may only disclose Confidential Information to its personnel (being employees or individual contractors) and legal and accounting advisers, or personnel and legal and accounting advisers of its wholly-owned subsidiaries, having a need to know, and who are under non-disclosure obligations no less restrictive than in this Agreement. Receiver will advise such personnel and advisers who receive Confidential Information of its confidential nature and ensure that such personnel and advisers do not make any unauthorized use or disclosure of it. Receiver shall not disclose Confidential Information to any other third party without the prior written consent of Discloser. Receiver shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized disclosure of the Confidential Information as Receiver uses to protect its own proprietary or confidential information of a like nature. Receiver may make copies of the Confidential Information as reasonably necessary to effectuate the Purpose, provided each copy is considered Confidential Information and all proprietary legends or markings on the original are retained on the copies.

**保密性。**接收方只能将保密信息用于目的。接收方可仅向有必要知悉保密信息且承担的保密义务不逊于本协议的限制性规定的其员工(作为员工或独立承包商)和法律及会计顾问或其全资子公司的人员和法律及会计顾问披露保密信息。接收人将告知接收保密信息的人员和顾问该等信息的保密性质，并确保该等人员和顾问不得擅自使用或披露该等信息。未经披露方事先书面同意，接收方不得向任何其他第三方披露保密信息。接收方应以与接收方相同的谨慎程度但不低于合理的谨慎程度，保护所披露的保密信息，以防止未经授权披露保密信息，如同接收方保护其自有的或类似性质的保密信息一般。接收方可复制为实现目的而合理需要的保密信息，但前提是，每一份复本均被视为保密信息，并且复本上保留所有专有说明或标记。

**7. Exclusions.** The obligations under this Agreement in respect of Confidential Information will not apply to any information which is (a) available to the public other than by breach of this Agreement by Receiver; (b) lawfully received by Receiver from a third party without proprietary or confidentiality limitations; (c) independently developed by Receiver; or (d) known to Receiver prior to first receipt of same from Discloser. This Agreement will not apply to prevent Receiver from disclosing Confidential Information to the extent required by law or regulatory requirement, provided Receiver notifies Discloser promptly on receiving notice of such requirement, and asserts the confidentiality of the relevant Confidential Information to the body requiring disclosure.



**除外责任。**本协议项下与保密信息相关的义务不适用于下列任何信息:(a)公众可获得的信息,但接收方违反本协议的情形除外;(b)接收方从第三方合法获得的不受专有或保密限制的任何信息;(c)接收方独立开发的任何信息;或(d)接收方在从披露方首次收到之前已知的任何信息。本协议不适用于阻止接收方在法律或监管要求要求的范围内披露保密信息,但前提是,接收方在收到该等要求的通知时立即通知披露方,并向要求披露的机构主张相关保密信息的保密性。

**8. Compelled Disclosures.** In case Confidential Information is required to be disclosed under an order or mandate by a court or a governmental authority or under any law, the Receiver shall provide prompt prior written notice of such requirement to the Discloser so as to enable the Discloser to obtain appropriate protective orders and/or waive compliance with the confidentiality provisions of this Agreement. The Receiver shall assist and co-operate with the Discloser to obtain protective orders and/or to accord confidential treatment. In any event the disclosure of Confidential Information under such requirement shall be limited to the extent required in opinion of legal counsel and shall include reasonably requested redactions.

**强制披露。**如果根据法院或政府部门的命令或委托或任何法律的规定需要披露保密信息,接收方应立即提前书面通知披露方该等要求,以使披露方能够获得适当的保护令和/或放弃要求披露方遵守本协议的保密规定。接收人应协助并配合披露方获得保护令和/或给予保密处理。在任何情况下,该等要求项下保密信息的披露应限于法律顾问认为需要披露的范围,并应包括合理要求的修改。

**9. No warranties or licenses.** Neither party makes any representations or warranties, express or implied, in relation to its Confidential Information. Neither party acquires any licenses or any other intellectual property rights in the other party's Confidential Information.

**无保证或许可。**任何一方均未就其保密信息作出任何明示或默示的陈述或保证。任何一方均未获得另一方保密信息中的任何许可或任何其他知识产权。

**10. Indemnity:** The Receiver shall fully indemnify the Discloser against any and all actions, claims, liability, costs, damages, charges and expenses suffered or incurred in connection with or arising out of any breach of the provisions of this Agreement or by any unauthorized disclosure or use of Confidential information by it, a third party appointed by it or by any employee or staff of the Party.

**赔偿:**接收方应完全赔偿披露方因接收方违反本协议的规定或因其以及其指定的第三方或其雇员或员工对保密信息所作出的未经授权的披露或使用而遭受或招致的任何及所有诉讼、索赔、责任、成本、损害赔偿、费用和开支。

**11. Remedies.** Receiver shall notify Discloser of any unauthorized use or disclosure of the Confidential Information. In the event of a breach, or threatened breach of this Agreement, by the Receiver, monetary damages may not be sufficient relief, so the Discloser is entitled to enforce its rights by specific performance or injunction proceedings, in addition to any other rights or remedies which it may have. In no event shall either party be liable for special, incidental, indirect or consequential damages or lost profits.

**法律救济。**接收方应将保密信息的任何未经授权的使用或披露通知披露方。如果接收方违反或可能违反本协议,金钱赔偿可能不足以救济,因此披露方有权强制执行其权利,作为对其可能享有的任何其他权利或救济的补充,通过强制履行或禁令程序强制执行其权利。在任何情况下,任何一方均不对特殊、偶然、间接或后果性损害或利润损失承担责任。

**12. Nothing contained herein nor, shall any other verbal representations made by either Party be construed as a binding commitment between the Parties other than as clearly stated in this Agreement. No warranties of any nature whatsoever are being provided with respect to the Confidential Information including warranties of accuracy, completeness and in no event will the Discloser be liable for any damages occurred to the Receiver arising out of this Agreement or for any errors therein or omissions there from or the use of any Confidential Information provided hereunder for the Purpose.**

除本协议明确规定之外,本协议的任何内容以及任何一方作出的任何其他口头陈述均不得被解释为双方之间具有约束力的承诺。对于保密信息未提供任何性质的保证,包括准确性、完整性的保证,在任何情况下披露方均不对接收方因本协议或本协议中的任何错误或遗漏或为目的使用在本协议项下提供的任何保密信息而发生的任何损害承担责任。

**13. Relationship.** Neither party has an obligation under this Agreement to continue any discussions, or to offer or take or refrain from taking any other actions in relation to the Purpose except as expressly set out in this Agreement. Nothing in this Agreement will prevent VFS from engaging another participant for identical or similar Purpose. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.

**关系。**关系在本协议项下,任何一方均无义务就目的继续进行任何讨论,或提出或采取或不采取任何其他行动,但本协议明确规定的除外。本协议的任何规定均不妨碍威孚为相同或类似目的的聘请其他参与者。双方并不打算通过本协议在双方之间建立任何代理或合伙关系。



**14. Public statements.** Neither party will make or cause to be made any announcement or statement to the general public or any third party regarding activities under this Agreement without the prior written consent of the other party.

**公开声明。**未经另一方事先书面同意，任何一方不得自行或促使他方向公众或任何第三方作出关于本协议项下活动的任何公告或声明。

**15. General.** All additions or modifications to this Agreement must be made in writing and signed by both parties. This Agreement is the full understanding of the parties relative to the protection of Confidential Information for the Purpose and supersedes all other understandings with respect to it. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

**其他。**对本协议的任何增加或修改必须以书面形式进行，并由双方签字。本协议构成双方对保密信息保护的充分理解，并取代双方就保密信息保护达成的所有其他谅解。未经另一方事先书面同意，任何一方不得转让其在本协议项下的权利或义务。

**16. Governing law.** This Agreement shall be interpreted and construed in accordance with the Laws of P.R. China.

**适用法律。**本协议应根据中国法律进行解释和释义。

**17. Dispute Resolution.** All disputes, controversies or differences which may arise between the Parties, in relation to or in connection with this Agreement, or for the breach thereof, whether contractual or tortious, which cannot be resolved amicably by such Party shall be finally submitted and settled by the exclusive jurisdiction of competent Chinese Courts.


**争议解决。**双方之间可能发生的、与本协议相关的或因本协议的违约(无论是合同还是侵权)相关的所有争议、纠纷或分歧，且该等争议、纠纷或分歧无法由该方友好解决的，应提交原告所在地有管辖权的中国法院最终解决。

**18. Counterparts and language.** This Agreement may be executed in two (2) or more counterparts with each Party retaining at least one counterpart, each of which, shall be an original and all of which, when considered together, shall constitute one (1) single agreement between the Parties. This Agreement is written in both English and Chinese, and in the event of any language conflict, the English version shall prevail.

**副本和语言。**本协议可签署两(2)份或多份文本，每一方保留至少一份文本，每份文本应为一原件，所有文本在共同考虑后应构成双方之间的一(1)份协议。本协议以中英文两种语言书写，如有不一致，则以英文版本为准。

**19. Conflict of terms.** If there is any conflict between the confidentiality obligations under this Agreement and confidentiality obligations under the other agreements signed by the parties, the subsequent one shall prevail.

**条款的冲突。**如果本协议项下的保密义务与各方签署的具体合作协议项下的保密义务(如有)发生冲突，则以后者为准。

EXECUTED as an Agreement on  2025.

本协议于 2025 年 7 月 18 日签署。

<No text below, left blank intentionally>

以下无正文，后附签字页

Signed for

签署人:

VFS Business Information Consulting (Shanghai) Co., Ltd.

威孚商务信息咨询(上海)有限公司

by its authorised representative  
in the presence of:

由其授权代表签署:

Signature 签字

*His Ken Singh*

Name (please print) 姓名

Title 职位

Signed for

签署人

[Comfort International M.I.C.E. Service Co., Ltd]

[康辉集团北京国际会议展览有限公司]

by its authorised representative  
in the presence of:

由其授权代表签署:

Signature 签字

*范志芳*

Name:

姓名:

Title 职位