

### Agreement between Le Meridien Angkor and CHINA COMFORT TOURISM GROUP CO.,LTD.

#### Customer

Ms Daisy CAO  
Account Manager  
CHINA COMFORT TOURISM GROUP CO.,LTD.  
| M: + 86 188 1010 5420  
| T: + 86 (10) 6587 0595 | F: + 86 (10) 6587 0596

#### Hotel

Le Meridien Angkor  
Vithei Charles De Gaulle,  
Khum Svay Dang Kum,  
Siem Reap 93178 Cambodia.  
Tel: +855 63 963 900  
Email: [jesse.gao@lemeridien.com](mailto:jesse.gao@lemeridien.com)

RE:CHINA COMFORT TOURISM GROUP CO.,LTD. - Meeting Group | 10-13 May 2018

This Agreement between Le Meridien Angkor and Launch Events Pte Ltd ("Customer") and The Imperial Angkor Palace Co. Ltd <<doing business as/trading as>> Le Meridien Angkor ("Hotel") is effective as of the date it is signed by Hotel ("Agreement 6th April 2018").

**Guest Rooms:** This Agreement applies to the following block of guest rooms (the "Room Block"):

**GROUP – 10 TO 13 May 2018**

ROOMS	PRICE	10-May-18 THU	11-May-18 FRI	12-May-18 SAT	TOTAL
King Bed	US\$ 105 Net	15	15	15	
Twin Sharing	US\$ 105 Net	20	20	20	
		35	35	35	105 Room Nights

#### RATE INCLUSION

- Room category is Run of House – Superior & Deluxe
- Rates quoted are inclusive of daily buffet breakfast at Angkor Royal Café.
- Complimentary WIFI in the guestrooms (subject to SPG registration (free)).
- Rates quoted are inclusive of 7% service charge, 2% accommodation tax and 10% Cambodian government tax.

#### DISCOUNTS/PROMOTIONS

- Special SPA Voucher@ US\$25 net will be designed for whole group, includes 45 Minute's Foot & Shoulder Massage
- 15% Discount on Food Beverage consumption on Ala' carte Menu
- 10% Discount on Laundry usage

#### COMPLIMENTARY

- Welcome drink and cold towel upon arrival.
- The hotel will accord room drop service on complimentary basis.
- Two rooms maximum for the staff from travel agent.



**EVENT PROGRAM:**

DATE	PROGRAM	NO OF PERSONS	VENUE/REMARK	PRICE
11-May-18 FRI 0800-1200hrs	Half Day Morning Conference	45	Tara Room	Price: US\$ 40 net per person (Inclusive of 1 coffee/tea breaks & Buffet Lunch at Café Royale Angkor) <b>MEETING REQUIREMENTS:</b> - Fish bone style room set up for 45 pax - Writing Material - Bottle Water - 6 Flip Charts - PA System with Rostrum & Mike - One LCD projector and a screen - Wi-Fi

**Food Hygiene:** Le Méridien Angkor have been officially granted by HACCP (Hazard Analysis and Critical Control Point) certification since 2006. We recently scored 93.5% by an established Food Hygiene Audit Firm in July 2015. The minimum passing score is 85%- Le Meridien Angkor is Halal Certificated

**Attrition:** Customer will meet its minimum revenue requirements under this Agreement if it fulfills its Minimum Food & Beverage Revenue commitment above and its Adjusted Minimum Guest Room Revenue commitment based on the attrition allowance below.

**Meeting Group 10 to 13 May 2018**

1. Hotel has blocked 35 rooms per night x 3 nights total 105 room nights for the meeting
2. By 25 April - Client will be allowed up to release 2 rooms per night.
3. After cut off, client must guarantee room nights and hotel is not able to allow anymore cancellations.

**Cancellation:** If Customer cancels this Agreement, Customer will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the amounts indicated below:

From the Agreement Date to 10 April 2018	75% of Total Revenue based on Room & Banquet Arrangements
From 11 April 2018 onwards	100% charge of Total Revenue based on Room & Banquet Arrangements

The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale.

**Payment Options:** Payment will be made as indicated below. *Please check applicable option.*

Guest rooms (including applicable taxes and automatic or mandatory charges):	<input checked="" type="checkbox"/> Customer	<input type="checkbox"/> Guests
Event Food & Beverage (including applicable taxes, service charges, and administrative charges):	<input checked="" type="checkbox"/> Customer	<input type="checkbox"/> Guests
Incidental charges:	<input type="checkbox"/> Customer	<input checked="" type="checkbox"/> Guests

**Master Account:** Hotel will set up a "Master Account" for Customer for payment of charges under this Agreement. Customer must review all charges billed to the Master Account to ensure accurate billing.

**Deposit Schedule:**

- 50% deposit to be prepaid by 10th April and remaining balance will be settled before guest arrival.

**Payment:** Unless direct billing has been established, Customer will pay the estimated amount of the Master Account as shown on the deposit schedule. Customer will advise Hotel of its expected method of payment of the Master Account at least 30 days in advance of 10 May 2018: If Customer will pay using a credit card honored by Hotel, a valid credit card must be provided to Hotel no later than 10 May 2018; and all Master Account charges will be charged to such credit card at departure. Upon application and review by Hotel, Hotel may elect to extend direct billing privileges to Customer. If direct billing has been established, payment of all undisputed amounts is due within 30 days of Customer's receipt of invoice from Hotel, and if not paid within 30 days will accrue interest at 1% per month from date of departure. Customer must notify Hotel of any disputes within 5 business days of Customer's receipt of invoice from Hotel or disputes will be considered waived. If Hotel determines after establishing direct billing or a deposit schedule that Customer's credit status has changed negatively, Hotel may require payment of all estimated Master Account charges. Invoices will be generated by the Hotel based on the terms of this Agreement and the products and services actually rendered at agreed prices during the applicable stay, and the form or content of any invoice may not be modified or adjusted for any reason.





**Telegraphic Transfer:**

Payment by telegraphic transfer may be made to Le Meridien Angkor.

**Please Remit To:**

**Acct. Name :** The Imperial Angkor Palace Hotel Co., Ltd  
**Acct No :** 00004/02/000302/03  
**Bank Name :** MAYBANK (CAMBODIA) Plc.  
**Bank Address :** #43, Preah Norodom Boulevard, Sangkat Phsar Themey 3, Khan Daun Penh, Phnom Penh, Cambodia  
**Swift Code :** MBBEKHP  
**Chips UID :** 407744

**Use of Event and Function Space:** To protect the safety and security of all Hotel guests and property, Customer will obtain Hotel's advance written approval before using items in event and function space that could create noise, noxious odors or hazardous effects (e.g. loud music, smoke or fog machines, dry ice, confetti cannons, candles, or incense) and before engaging in any activities outside of the reserved function rooms (e.g. registration table). Customer will obtain any required Fire Marshall or other safety approvals, and will pay any expenses incurred by Hotel as a result of such activity, such as resetting smoke or fire alarms or unusual clean up costs.

**Security:** Hotel does not provide security in the event and function space and all personal property left in the event or function space is at the sole risk of the owner. Customer will advise its attendees that they are responsible for safekeeping of their personal property. Hotel may reasonably require Customer to retain security personnel in order to safeguard guests or property in Hotel. Security personnel are not authorized to carry firearms without advance Hotel approval.

**Ancillary Services:** Hotel may provide, or contract with third parties to provide, ancillary services (e.g. A/V, drayage, florists, and exhibitors) to Customer for additional charges. Customer may use its own vendors for such services provided that Customer's proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements. With respect to audiovisual services, Customer will inform Hotel of its decision to bring its own vendor at least 45 days prior to 16 April 2018, and will sign, and have its audiovisual vendor sign, an acknowledgement of Hotel's Audiovisual Service Standards at least 45 days prior to 16 April 2018.

**Disclosure:** Customer will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Customer will disclose to all Customer attendees the type and amount of all automatic and mandatory charges that will be charged to them by Hotel.

**Laws and Policies:** Each party will comply with all applicable federal, state and local laws (including the local equivalent of the Americans with Disabilities Act, if any) and Hotel rules and policies. Customer will be responsible for providing its disabled members with auxiliary aids in connection with any Customer events or activities. Upon Customer's reasonable request, Hotel will use reasonable endeavors to cooperate with Customer to provide services on behalf of Customer's disabled attendees.

**Privacy:** Customer will obtain all necessary rights and permissions prior to providing any personally identifiable information ("PII") to Hotel, including all rights and permissions required for Hotel, Starwood Hotels & Resorts Worldwide, Inc. ("Starwood"), Starwood affiliates, and service providers to use and transfer the PII to locations both within and outside the point of collection in accordance with Starwood's privacy statement ([www.starwoodhotels.com/corporate/privacy\\_policy.html](http://www.starwoodhotels.com/corporate/privacy_policy.html)) and applicable law.

**Insurance:** Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

**Dispute Resolution:** The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator. If Hotel is located in the Asia Pacific region (except for China (including Hong Kong and Macau), India, Australia, New Zealand, Fiji, Samoa, Cook Islands or New Caledonia), the law of Singapore will be the governing law, and arbitration will be held in Singapore, with the seat of arbitration being Singapore and the arbitration will be administered by the Singapore International Arbitration Center ("SIAC") in accordance with the arbitration rules of the SIAC (the "SIAC Rules"), with all proceedings conducted in English. If Hotel is located in the People's Republic of China, the law of Hong Kong will be the governing law, and arbitration will be held in Hong Kong, with the seat of arbitration being Hong Kong and the arbitration will be administered by the Hong Kong International Arbitration Center, in accordance with the arbitration rules of the Hong Kong International Arbitration Centre, with all proceedings conducted in English. If Hotel is located in Hong Kong or Macau, the law of Hong Kong will be the governing law, and arbitration will be held in Hong Kong, with the seat of arbitration being Hong Kong and the arbitration will be administered by the Hong Kong International Arbitration Center, in accordance with the arbitration rules of the Hong Kong International Arbitration Centre, with all proceedings conducted in English. If Hotel is located in Australia, New Zealand, Fiji, Samoa, Cook Islands or New Caledonia, the law of New South Wales, Australia will be the governing law, and arbitration will be held in Sydney, Australia, with the seat of arbitration being Sydney, Australia and the arbitration will be administered by the Australian Centre for International Commercial Arbitration, in accordance with the arbitration rules of the Australian Centre for International Commercial Arbitration, with all proceedings conducted in English. If Hotel is located in India, the law of India will be the governing law, and arbitration will be held in New Delhi, India, with the seat of arbitration being Singapore and the arbitration will be administered by the SIAC, in accordance with the SIAC Rules, with all proceedings conducted in English. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement. Notwithstanding anything to the contrary, the parties shall have the right to seek any interim, provisional or conservatory measures, such as preliminary injunctive relief and temporary restraining orders, in any court of competent jurisdiction.

**Force Majeure:** The performance of this contract by either party is subject to acts of god, war, government regulations or action, terrorism disaster, strikes, civil disorder, public health risks, curtailment of transportation facilities, or any other cause beyond the parties' control (including but not limited to emergencies) that





makes it impossible, inadvisable or illegal to perform the terms of this contract, hold the vent or provide the facilities. This contract may be terminated for any of the above reasons without liability, by written notice from one party to the other, and any deposits or pre-payment made shall be refunded.

**Confidentiality:** The Hotel agrees not to disclose any information related to the Organizer or provided by the Organizer to any other person, other than its employees for the purpose of the event. This includes any presentations, printed materials or other documents distributed during the event, any speeches or presentations delivered during the event and any statements or discussions by event participants.

**Notice:** Any notice required or permitted by the terms of this Agreement must be in writing.

**Assignment:** Customer may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval.

**Severability:** If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

**Waiver:** If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which will constitute an original and all of which taken together will constitute one and the same Agreement. The parties may sign facsimile copies of this Agreement which will each be deemed originals

**Translation:** This Agreement was originally written in the English language. If this Agreement is translated into a language other than English, the English language version shall be the official version, unless specifically prohibited by law, and the interpretation of the provisions of this Agreement in the English language shall govern for all purposes in the event of any inconsistencies arising from the translation.

**Early Check in or Late Check out:**

Early check in or late check-out can be provided using the following payment schedule: (subject to availability)

Early Check In		Late Check Out	
Before 8:00	: 100% of the room rate	12:00	: Normal check out
8:00 - 14:00	: 50% of the room rate	12:00 - 18:00	: 50% of the room rate
After 14:00	: normal check in	After 18:00	: 100% of the room rate

**Airport Transfer is not included and it is chargeable separately.**  
Please refer below to the price list.

TRANSPORT FROM AIRPORT	Car	Van	25 seats	35 seats	45 seats
One Way	\$15	\$22	\$42	\$90	\$105
Two Way	\$28	\$40	\$82	\$175	\$200

- Rates include VAT & Service.
- Arrival and departure transfer costs will be billed to the Master account unless advised otherwise by the client.
- Flight information is required before transfers can be confirmed.
- No shows are subject to full charge.
- Guests with transfers are met by the hotel's airport representative at the airport.

**ACCEPTED AND AGREED TO:**

The undersigned represent that they are authorized to sign and enter into this Agreement.

Signed for and on behalf of The Imperial Angkor Palace Hotel Co.Ltd, a Cambodian company, as Owner of Le Meridien Angkor at Siem Reap, Cambodia

*Dennis Kam*

Dennis Kam  
Director of Sales & Marketing  
Date: 2 April 2018

*Jesse Gao*

Jesse Gao  
Sales Manager  
Date: 2 April 2018

