

## Agreement concerning Travel Arrangement Services

This Agreement concerning Travel Arrangement Services (hereinafter called this "Agreement") is made and entered into by and between 康辉集团国际会议展览有限公司 (Comfort International M.I.C.E.Service Co.,Ltd) (hereinafter called the "Client") and JTB Global Marketing & Travel (hereinafter called "GMT"). The parties hereto hereby agree as follows.

### Article 1. Purpose

The purpose of this Agreement is to promote and expand business through cooperation between the parties, clarify the scope of services that the Client requests GMT to perform, and expressly define the responsibility of each party towards travelers who are the customers of the Client (hereinafter called the "Client's Customers").

### Article 2. Travel Arrangement Services

2.1 At the request of the Client, GMT shall perform the following services within the territory set forth below.

Territory: Whole over Japan

- (1) To enter into contracts concerning the provision of travel services such as transportation and lodging (hereinafter called the "Travel Services") in GMT's name and on the Client's behalf with travel service providers such as transport and lodging organizations (hereinafter called the "Travel Service Providers") so that the Client's Customers can receive such Travel Services within the territory (hereinafter called the "Reservation Arrangements").
- (2) To provide interpretation and tour guide services.
- (3) To confirm the Reservation Arrangements, act as an agent to carry out necessary procedures, and negotiate with the Travel Service Providers so that the Client's Customers can receive the Travel Services according to the travel plan of the Client.

2.2 If the Client has a tour conductor escort a travel, GMT shall perform the services set forth in Article 2.1 according to the instructions of such tour conductor.

### Article 3. Use of Agent for Travel Arrangement Services

In the course of performing the services set forth in Article 2 (hereinafter called the "Travel Arrangements"), GMT may have another agent carry out all or part of the Travel Arrangements subject to the consent of the Client.

### Article 4. Duty of Care, Confidential Information and Non-Disclosure of Personal Data

- 4.1 GMT shall carry out the Travel Arrangements set forth in Article 2 with the duty of due care and diligence of a good manager in accordance with this Agreement, following the Client's instructions.
- 4.2 Neither party shall disclose the Client's trade secrets and other business information of a confidential nature.
- 4.3 Neither party shall perform any act in violation of the laws and regulations within the relevant territory in connection with and in the course of implementing the Travel Arrangements. In addition, neither party shall encourage or facilitate any act performed by the Client's Customers that violates applicable laws and regulations.
- 4.4 Client agrees to handle, process and transfer the personal data of Client's Customers which is supplied to Client in connection with this Agreement pursuant to applicable law in which it is located.  
Client represents and warrants to confirm that Client's Customers hereby consent to personal data (including but not limited to religion, disability, disease, health condition, medical treatment) being disclosed, provided or transferred. GMT shall not disclose, provide or transfer personal data obtained while carrying out arrangements for the Client to any third party except only for the purpose to carry out such arrangements.
- 4.5 The provisions for handling the trade secrets and other business information of a confidential nature, and personal data shall survive the expiration or termination of the effective term set forth in Article 5.

#### Article 5. Term of Agreement

This Agreement shall be in effect for the period commencing on January 26, 2018 and ending on January 25, 2019; provided that this Agreement also shall apply to any travel that is to take place after the expiration or termination of this Agreement as long as the Reservation Arrangements contract concerned has already come into effect pursuant to Article 8 during the effective term of this Agreement. This Agreement shall be renewed for additional one (1) year periods each unless either party notifies the other party in writing of a revision or refusal to renew this Agreement at least one (1) month prior to the expiration of this Agreement, excluding the case set forth above.

#### Article 6. Qualifications of Parties

- 6.1 The Client shall comply with the laws and regulations, and instructions of the authorities within the territory in which it is located, including legally obtaining a business license and authorization within the territory in which it is located.
- 6.2 GMT shall comply with the laws and regulations, and instructions of the authorities within the territory in which arrangements are made, including legally obtaining a business license and authorization within the territory in which it is located and

arrangements are made.

**Article 7. Request for Reservation Arrangements Contract**

- 7.1 Whenever the reservations center of the Client concerned (hereinafter called the "Reservations Center") makes a request for Reservation Arrangements, such Reservations Center shall submit a travel itinerary to GMT, stating the details of the Travel Services.
- 7.2 Based on the travel itinerary set forth in Article 7.1, GMT shall furnish the Reservations Center with a written estimate for the Reservation Arrangements services without delay.

**Article 8. Establishment of Reservation Arrangements Contract**

A Reservation Arrangements contract shall come into effect when the Reservations Center gives consent to the written estimate submitted pursuant to Article 7.

**Article 9. Commencement of and Reports on Reservation Arrangements Services**

- 9.1 After a Reservation Arrangements contract comes into effect, GMT shall commence the Reservation Arrangements services without delay and report the results of such services to the Reservations Center.
- 9.2 If the Reservation Arrangements are found difficult to carry out before or even after the Reservation Arrangements contract concerned comes into effect, GMT shall immediately report the same to, and receive the instructions of, the Reservations Center.
- 9.3 If GMT requests detailed information or materials necessary for the Reservation Arrangements, the Reservations Center shall notify GMT thereof.

**Article 10. Qualifications of Travel Service Providers**

- 10.1 GMT shall confirm that a Travel Service Provider with which it makes the Reservation Arrangements meets the requirements that:
  - (1) it complies with the laws and regulations, and the instructions of the authorities, including legally obtaining a business license within the relevant territory;
  - (2) there has been no major accident such as an accident involving the injury or death of a traveler during the past one (1) year if there is no law or regulation, or instruction of the authorities to control the business of such Travel Service Provider within the relevant territory; and
  - (3) it has and maintains the normal level of liability compensation insurance within the relevant territory.
- 10.2 If requested by the Client, GMT shall obtain materials certifying that the Travel Service Provider employed by GMT meets the requirement set forth in Article 10.1,

including, but not limited to, a copy of the business license of such Travel Service Provider, its general terms and conditions, a company description, a copy of its company registration, the existence of a liability insurance policy and the details of such policy, and then submit the same to the Client.

10.3 The provisions of Articles 10.1(1) and 10.2 shall also apply mutatis mutandis to personnel arrangements for interpreters and tour guides.

#### Article 11. Amendment of Reservation Arrangements Contract

11.1 The Reservations Center may request amendment of a Reservation Arrangements contract.

11.2 After GMT completes the Reservation Arrangements, and if it becomes or is likely to become impossible to undertake a travel as reserved for whatever reason, GMT shall immediately report the same to, and receive the instructions of, the Reservations Center.

11.3 If there is a change to the details of the Reservation Arrangements pursuant to Article 11.1 or 11.2 after GMT has reported the results as set forth in Article 9.1, and the cause thereof is a natural disaster, war or labor dispute at the Travel Service Providers, or other similar causes beyond the control of GMT, the increase or decrease in costs for the Travel Service Providers shall be borne by the Reservations Center. Provided, however, that an increase of costs due to, for example, being sold out, lack of vacancies or overbooking on the part of the relevant Travel Service Providers shall be borne by GMT.

#### Article 12. Cancellation of Reservation Arrangements Contract

The Reservations Center may cancel a Reservation Arrangements contract it has once requested GMT to place.

#### Article 13. Cancellation Fees

If a Reservation Arrangements contract is amended or cancelled pursuant to Article 11 or 12, and the Reservation Arrangements are accordingly amended or cancelled in whole or in part after GMT reports to the Reservations Center that it has completed the Reservation Arrangements, the Reservations Center and GMT shall decide through mutual discussion which party shall bear the cancellation fees or penalties to be payable to the relevant Travel Service Provider.

#### Article 14. Payment of Reservation Arrangements Fees

The Client shall pay the Reservation Arrangements fees to GMT as follows.

- (1) After completion of the Reservation Arrangements, GMT shall submit to the Client an invoice which is calculated based on the written estimate to which the consent of the Reservations Center was given pursuant to Article 8.
- (2) After receiving the invoice set forth in Article 14(1), the Client shall make payment before due date pursuant to the settlement method and currency separately designated by GMT.
- (3) GMT has a right to release all Reservation Arrangements unless the billing amount reaches GMT from the Client by due date.
- (4) GMT shall not be liable for any damage caused to the Client with regard to Article 14(3).

#### Article 15. GMT's Warranty

- 15.1 If a certain Travel Service Provider with which GMT has made the Reservation Arrangements fails to perform its obligations in a timely manner for whatever reason, GMT shall immediately make the Reservation Arrangements with a substitute Travel Service Provider.
- 15.2 Notwithstanding the provisions of Article 15.1, the Client's tour conductor may make the substitute Reservation Arrangements in case of emergency.
- 15.3 In the cases set forth in Articles 15.1 and 15.2, but excluding the case set forth in the first sentence of Article 11.3, GMT shall bear the difference if the cost of the substitute Travel Service Provider is greater than that of the former Travel Service Provider, and the difference shall be returned to the Client if such cost is less than that of the former Travel Service Provider. If the Client, the Client's tour conductor, or the Client's Customers (hereinafter collectively called the "Client and its Customers") has incurred a monetary obligation under the applicable laws and regulations, or customary practice, or the Client's general terms and conditions (including the case that the Client and its Customers cover costs which they believe to be appropriate at their own discretion), the Client and its Customers may demand that GMT provide compensation therefor.
- 15.4 GMT shall provide against accidents which might be anticipated in the course of performing the Travel Services by such methods as entering into various types of insurance policies covering risks to the Client's Customers.

#### Article 16. Damages Due to Travel Service Providers and Other Parties

- 16.1 If a Travel Service Provider with which GMT has made the Reservation Arrangements or any other party causes damage to the Client and its Customers, GMT shall:
  - (1) immediately notify the authorities within the territory and other related territories to implement rescue and emergency measures for the Client and its

Customers, and immediately contact the Client and its Customers; and

- (2) act as an arbitrator for both the Client and its Customers, and a Travel Service Provider or any other party to settle a claim for damages made by the Client and its Customers against the relevant Travel Service Provider or such other party, and make utmost effort on behalf of the Client and its Customers such as carrying out investigations and providing information necessary to the Client and its Customers.

16.2 The provisions of Article 16.1(2) shall apply mutatis mutandis if the Client's Customers should be involved in such accident as disease, injury, or loss of or damage to luggage.

16.3 The parties shall decide which party shall bear the costs necessary to deal with the matters and accidents set forth in Articles 16.1 and 16.2 through mutual discussion.

#### Article 17. Emergency Communication System for Accident Management Measures

17.1 GMT shall set up accident management measures in preparation for the occurrence of accidents involving the Client and its Customers.

17.2 GMT shall set up an emergency communications system and appoint a person in charge in preparation for accidents, and report the same to the Client. In addition, GMT shall promptly notify the Client of a change thereof, if any.

17.3 When carrying out the Travel Arrangements, GMT shall maintain a list of the Client's Customers' names.

17.4 If there is a political disturbance, storm, flood damage, earthquake or other disaster, or an accident involving, for example, a hotel, bus or aircraft within the territory for which GMT has made arrangements, GMT shall promptly report the existence and status of the Client's Customers to the Client, following the measures and route planned in advance.

17.5 In the event set forth in Article 17.4 GMT shall gather information to the fullest extent possible and provide it to the Client, regardless of the existence of the Client's Customers.

#### Article 18. Handling of Complaints

If GMT receives complaints from the Client's Customers, GMT shall deal with and resolve such complaints in good faith, and promptly draw up remedial measures.

#### Article 19. Notification Obligations of Each Party

In addition to the notice and reports required under other provisions hereof, either party shall promptly give the other party notice in writing to that effect if:

- (1) either party discontinues its business;
- (2) either party changes its trade name;

- (3) either party changes its representative;
- (4) a reorganization, closing or relocation of a place of business of either party occurs, or organizational or other changes take place on the side of either party;
- (5) either party is subject to a recommendation, instruction, or disposition from a government authority concerned in accordance with the laws, regulations, or rules to control the business of such party; or
- (6) any other event occurs that could be of significance in view of the business transactions.

#### Article 20. Termination

20.1 Notwithstanding the provisions of Article 5, either party may immediately terminate this Agreement without notice if the other party, or its officer or employee falls under any of the following events:

- (1) such other party is in breach of any provision of this Agreement;
- (2) such other party has caused defamation or harm to trust;
- (3) such other party discontinues its business;
- (4) such other party assigns or transfers its business;
- (5) such other party suspends its business for three (3) months or more;
- (6) the whereabouts of the executive officer of such other party is unknown for a long time, or there is no response or has been a break in contact even after repeated attempts to establish communication;
- (7) such other party is subject to a petition made against it for attachment, preservative disposition, bankruptcy or other insolvency procedures, or failure to honor a check, bill, or draft; or
- (8) the business of such other party is recognized to be in a critical situation.

20.2 In the case of Article 20.1, succession of the business shall be carried out immediately under the terms and conditions of this Agreement.

#### Article 21. Prohibition of Transfer and Sublicense of Right

No right accrued or granted under the terms and conditions of this Agreement shall be transferred or sublicensed to a third party in whole or in part.

#### Article 22. Preparation of Memorandum of Understanding or Conclusion of Agreement

The parties may separately enter into a memorandum of understanding or agreement as necessary under this Agreement after mutual discussion.

#### Article 23. Discussion

Any difference and dispute of a view between parties concerned about the interpretation of this contract or the rights and duties of validity shall be solved by arbitration in Tokyo, Japan

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in accordance with the rules of the Japan Commercial Arbitration Association. Arbitration is final and restrains both sides.

#### Article 24. Governing Law

This Agreement shall be governed by the laws of Japan.

#### Article 25. Entire Agreement

This Agreement constitutes the entire agreement between GMT and Client and supersedes any prior written or oral agreements between GMT and Client concerning the subject matter. No modifications of this Agreement shall be binding unless executed in writing by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, with the names and seals of the parties affixed below, each party retaining one (1) copy thereof, respectively.

Date:

Client: 康辉集团国际会议展览有限公司 (Comfort International M.I.C.E.Service Co.,Ltd)  
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