



## 协议书 Agreement

康辉集团北京国际会议展览有限公司（以下简称甲方）和\_\_Topway 环美旅游\_\_（以下简称乙方）就甲方委托乙方组织的中国公民在 \_\_北美\_\_ 境内安排交通、住宿等旅行服务业务的基本事项，达成以下协议：

Comfort International M.I.C.E. Service Co., Ltd. (Party A) and (Party B)  
\_\_Topway International Travel Service Inc\_\_ hereby agree as follows with respect to the basic matters entrusted by Party A to Party B relating to the arrangement of transportation, accommodation and other tourist services for the Chinese citizens in the territory of  
\_\_North America\_\_ (this "Agreement"):

### 第一章 总则 Chapter 1 General Principles

#### 第一条（目的）Article 1 Purpose

本协议的目的是为保证甲方旅游团（者）在委托乙方接待范围内的旅行安全、顺利，甲方委托乙方安排交通、住宿等旅行服务项目，乙方根据甲方的委托的内容迅速、准确地实施安排。为此，双方特以甲乙间的业务委托合同的方式，正式签订本协议。

The purpose of this Agreement is to guarantee that Party A's tourist groups (or tourists) have a safe and successful journey in the place where Party B is entrusted to make arrangements. Party A hereby entrusts Party B to arrange the transportation, accommodation and other tourist services, and Party B shall, in accordance with the scope of entrustment by Party A, make the arrangements promptly and accurately. Therefore, the parties hereby formally enter into this Agreement in the form of a business entrustment contract between Party A and Party B ("Business Contract").

#### 第二条（适用范围）Article 2 Scope of Application

- 2.1 本协议适用于甲、乙双方签订的业务委托合同。但在本协议另有补充协议时，则以补充协议为准。

This Agreement shall apply to all the Business Contracts entered into by Party A and Party B. In case there is any supplemental agreement to this Agreement ("Supplemental Agreement"), the Supplemental Agreement shall prevail.

- 2.2 对本协议中未作规定，并且在甲、乙双方签订的补充协议中亦无特别事项，则遵循甲、乙双方委托业务的惯例。

In case this Agreement is silent and there are no specific provisions in the Supplemental Agreement between the parties that can be referred to, the customary

practices of business entrustment between Party A and Party B shall apply.

### 第三条 (业务内容) Article 3 Content of Entrusted Matters

甲方委托给乙方的业务, 以委托行程内的安全、顺利运行为目的, 其内容如下 (但甲方可以根据个别要求、限制或扩大下述安排业务范围):

The matters entrusted by Party A to Party B shall be subject to the purpose of a safe and successful journey, which are as follows (provided, however, that Party A may restrict or extend the following scope of arrangement due to individual requirements):

- (1) 提供有益于甲方旅行的有关交通、住宿、旅游设施、名胜古迹等的信息和实施方案。  
Party B shall provide information and implementing plans in relation to transportation, accommodation, travel facilities and famous scenic spots and historic sites which may benefit Party A's journey.
- (2) 为甲方旅游团 (者), 同交通部门签订客运合同。  
Party B shall enter into passenger transportation contracts with the relevant transportation department for Party A's tourist groups (tourists).
- (3) 为甲方旅游团 (者), 同饭店签订住宿合同。  
Party B shall enter into accommodation contracts with hotels for Party A's tourist groups (tourists).
- (4) 安排用餐、旅游及观看文艺节目等。  
Party B shall arrange meals, traveling, entertainment programs, etc.
- (5) 协助甲方安排公务、参访活动。  
Party B shall assist Party A with arranging business and visiting activities.
- (6) 配备导游、翻译等。  
Party B shall provide tour guides, interpreters, etc.
- (7) 对计划外发生的事情采取应急措施并向甲方报告。  
Party B shall take emergency measures for any unplanned accidents and shall report the same to Party A.
- (8) 其他为保证甲方旅游团 (者) 的旅游活动安全圆满运行所采取的必要措施。  
Other necessary measures to guarantee the safe and successful journey of Party A's tourist groups (tourists).

## 第二章 合同的签订 Chapter 2 Execution of the Contracts

### 第四条 (业务委托合同的签订办法) Article 4 Execution of Business Contracts

- 4.1 甲方委托乙方承办旅游服务时, 应将旅行日程表、名单及接待计划, 于该旅游团 (者) 旅行开始的 3 周前, 以快递、传真或电子邮件等形式通知 (以下将这些通讯方式的通知统称为“送达”) 乙方。



In case Party A entrusts Party B to provide tourist services, Party A shall inform Party B of the traveling schedule, list of tourists, the arrangement plan ( "Plan" ) by post, fax or email 3 weeks before the travel of the tourist groups (tourists) begins (collectively, "Serve" ).

- 4.2 乙方在接到前项接待计划书后,应迅速以书面形式给予确认是否受理该申请。甲方以邮寄发出的,乙方应收到之日以邮寄、传真、电子邮件等形式之一回复甲方;甲方以传真或电子邮件的形式发出计划书,则乙方应在收到1个工作日内以同样方式回复甲方。乙方在4.1条款所定期限后收到的甲方接待计划书,应用同样方法受理。

Upon receiving the above Plan, Party B shall promptly confirm in writing whether to accept such application or not. In the case of the applications delivered by Party A by post, Party B shall reply to Party A by post, fax or email on the date of receipt of the same; in the case of the applications delivered by Party A by fax or email, Party B shall reply to Party A by fax or email within one (1) day. Party B shall also confirm in the same way whether to accept the Plan that is received by it after the 3-week deadline set forth in Article 4.1.

#### 4.3 合同执行和联系方式 Implementation of Contract and Form of Communication.

##### 4.3.1 合同执行人 Contract Implementer

双方各自指定专人作为本协议的执行人,凡是指定执行人发出之指令,均代表其所属公司,由该公司承担责任。任何一方不得以执行人违反内部规定为由,拒绝承认执行人发出之指令的有效性。如针对特殊事项需要特别授权方获承认,则必须事先进行授权并书面通知另一方,否则,合同另一方对此并无审查义务。

Each party shall designate a person to be the implementer of this Agreement ("Implementer"). Any order given by the Implementer shall be deemed to be an order given by the company that such Implementer represents, and such company shall be responsible for such order. Neither party shall refuse to recognize the effectiveness of an order given by the Implementer based on the reason that such Implementer is in violation of internal rules. If special authorization must be obtained from a party for any particular matter, such authorization shall be obtained in advance and a written notice thereof shall be given to the other party. Otherwise, the other party hereto shall not have any review obligation in connection therewith.

##### 4.3.2 传真和电子邮件 Fax and Email

双方均同意,传真和电子邮件为有效送达方式,并指定各自传真号码和电子邮箱地址,任何采用指定联系方式送达之文件,均为有效送达;任何经此指定联系方式发出之文件和指令,均为发出方之文件,发出方应承认其效力,并愿意受其约束。

The parties agree that fax and email are effective forms of service, and specify their





respective fax and email address below. Any document served through the designated means of communication shall be deemed to have been effectively served; any document and order sent through such designated means of communication shall be deemed to be the document of the sending party, and the sending party shall acknowledge its effectiveness and agree to be bound thereby.

#### 4.3.3 指定联系方式信息 Designated Means of Communication

甲方：公司名称：康辉集团北京国际会议展览有限公司

Party A: Comfort International M.I.C.E. Service Co., Ltd.

地址：北京市朝阳区农展馆南路 13 号瑞辰国际中心 1510 (邮编：100125)

Address: RM1510, Ruichen International Center, No.13 Nongzhanguan South Rd., Chaoyang Distract, Beijing, 100125, China.

电话：Telephone: 0086-10-65870531

电子邮箱：Email: zhouhonghui@cct.cn

合同执行人：Contract Implementer: 周宏辉 David Zhou

手机号码：Mobile: 13701210114

预留签字样式：Specimen Signature:

乙方：公司名称：Topway 环美旅游

Party B: Company Name: Topway International Travel Service Inc

地址：

Address: 11350 Random Hills Road 8th Floor Fairfax VA 22030

邮编：Postal Code: 22030


电话：Telephone: 1-703-279-6461

传真：Fax: 1-703-591-3019

电子邮箱：Email: costa@topway.us

合同执行人：Contract Implementer: CostaYang

手机号码：Mobile: 1-703-479-1517 86-139-1706-4676

预留签字样式：Specimen Signature: 

任何一方应在五个工作日内书面通知另一方上述信息的变动。

Each party shall notify the other party in writing of any change in the information set forth above within five (5) business days.

#### 第五条 (委托业务合同的成立) Article 5 Formation of Business Contracts

5.1 根据前条第二项，甲方在接到乙方书面确认书时，则甲乙间业务委托合同成立。

According to Article 4.2 hereof, the Business Contracts between Party A and Party B shall be formed upon receipt of Party B's written confirmation by Party A.

5.2 乙方若对甲方前条第一项申请中的一部分不能受理，须立即以 4.2 和 4.3 条款所确定的方式通知

甲方, 甲方若同意删除不能受理部分后仍委托乙方安排时, 则应再次履行第四条第一项所定程序。  
Party B shall promptly inform Party A through the means of communication specified in Articles 4.2 and 4.3 if some of the items in the Plan set forth in Article 4.1 are not acceptable. If Party A agrees to delete such unacceptable items and would still entrust Party B to make the arrangement, it shall complete the procedures as stipulated in Article 4.1.

#### 第六条 (委托报价) Article 6 Quotations

- 6.1 甲方委托乙方的旅游业务, 根据现有协议难于计算费用时, 则以书面形式提出报价委托。  
In case it is difficult to calculate the expenses of the tourist arrangement entrusted by Party A to Party B based on the existing agreements, it shall make a quotation entrustment in writing.
- 6.2 乙方在接到甲方的报价委托书后应迅速将报价单送达甲方。  
Upon receiving Party A's quotation entrustment letter, Party B shall immediately Serve the quotation to Party A.

#### 第七条 (委托内容的变更) Article 7 Amendment to Entrusted Matters

甲方在接到乙方根据第九条第 2 项所做的安排结束的报告之前可以适时变更委托的业务内容。提出的书面变更申请被作为第四条第 1 项的接待计划书来对待。  
Party A shall be entitled to make amendments to the content of entrusted matters in due course before receiving the report on completion of arrangement made by Party B in accordance with Article 9.2. Party A's written application for the amendments shall be treated as the Plan set forth in Article 4.1.

### 第三章 合同的效力 Chapter 3 Validity of the Contracts

#### 第八条 (委托业务的开始) Article 8 Commencement of the Entrusted Business

甲、乙双方的委托业务合同一旦成立, 乙方应立即着手安排业务。  
Party B shall begin to make arrangements for the entrusted business immediately when the Business Contracts between the parties are formed.

#### 第九条 (报告经过的义务) Article 9 Reporting Obligations

- 9.1 乙方应适时向甲方以口头或书面形势报告委托业务的进展状态。  
Party B shall report to Party A on the progress of the entrusted matters orally or in writing in due course.
- 9.2 乙方完成甲方委托的单项或全部事项后, 或, 判定委托目的部分或全部不能实现时, 应立即以书



面形式向甲方报告。

Party B shall promptly report to Party A in writing after it has completed the arrangement for any or all matters entrusted by Party A or when in its judgment the purpose of entrustment is unable to be achieved in whole or in part.

- 9.3 甲方在接到乙方根据前项所做委托目的部分或全部不能实现的报告时，应立即以书面形式，通知乙方是否变更该部分内容、或解除全部委托业务合同。

Party A shall, upon receiving Party B's report made pursuant to Article 9.2 on the failure to achieve the purpose of entrustment in whole or in part, immediately notify Party B in writing whether to partially amend the matters or cancel the whole Business Contract.

#### 第十条（委托业务确认期限）

##### Article 10 Time Limit for Confirming the Entrusted Matters

- 10.1 乙方原则上在甲方旅游团（者）旅行开始一周前，履行前条各项所定手续，完成全部被委托的旅游业务。但根据第四条第2项最后一句规定委托的旅游业务，甲、乙间应另行协商，决定完成全部委托项目的时间。

In principle, Party B shall carry out the procedures as stated above and shall complete all the entrusted tourist arrangement one week before the commencement of the journey of Party A's tourist groups (tourists); provided, however, that the parties shall separately negotiate and determine the time limit for the completion of all tourist arrangement entrusted pursuant to the second half of Article 4.2.

- 10.2 除前项正文中所规定的事项，如甲、乙间另有补充协议时，按补充协议办理。

Except for the matters as stipulated in the main text above, the rest shall be subject to the Supplemental Agreements between the parties (if any).

#### 第十一条（费用的结算） Article 11 Settlements of Expenses

- 11.1 前条甲方认为乙方已按接待计划完成全部委托项目，乙方在甲方旅游团（者）出发前将计划结算单传真甲方，甲方在旅游团（者）出发前，将60%的团款汇至乙方账户，旅游行程全部结束后90日内付清余款。

If Party A, according to Article 10, confirms that Party B has completed all the entrusted matters in accordance with the Plan, Party B shall fax the settlement statement of the Plan to Party A before Party A's tourist groups (tourists) set off. Party A shall remit the 60% deposit into Party B's account before Party A's tourist groups (tourists) set off, and remit the balance into Party B's account within 90 days after the whole journey has been completed.

- 11.2 双方同意，每个月最后一日对账一次，签发《对账单》，对账单应载明甲方旅游团团号、旅游者姓名、已发生费用明细等。



The parties agree that the statement of account shall be confirmed and issued once a month on the last day of each month, stating Party A's tourist groups' group number, tourists' names and a breakdown of expenses incurred, etc.

11.3 双方约定的结算货币为: 美元

#### 第四章 合同的变更 Chapter 4 Amendment to Contract

##### 第十二条 (乙方原因变更) Article 12 Amendment Attributable to Party B

12.1 对乙方根据第九条第2项向甲方确认全部行程安排结束的委托项目,若由于自然灾害、战乱、交通部门等的争议行为、政府法令及其他乙方无力控制的事由,乙方所安排的交通、住宿等部门不能提供此项服务时,乙方可以提出变更甲方所委托的业务内容。

In respect of the entrusted matters which Party B has confirmed the completion of the arrangement of whole journey to Party A according to Article 9.2, if the departments which will provide the tourist services such as transportation and accommodation as arranged by Party B are unable to provide such services due to the reason of natural disasters, wars, disputes of the transportation and other authorities, governmental decrees and other reasons that are beyond the control of Party B, Party B may propose to amend the matters entrusted by Party A.

12.2 乙方在根据前项向甲方提出变更请求时,应迅速以书面形式将变更的内容、理由及变更后的安排方案送达甲方。

If Party B submits an application for any amendment to Party A pursuant to Article 12.1 above, it shall immediately Serve Party A in writing with the content and, reasons of such amendment and the amended arrangement plan.

12.3 甲方在接到前项变更申请后,应立即书面答复或同意乙方变更后方案或委托新的业务内容,如委托新的业务内容,将作为第四条第1项的接待计划书处理。

Party A shall, upon receiving the application for amendment set forth above, immediately reply to Party B in writing whether it agrees to Party B's amended plan or it will entrust new matters to party B. If the latter, the new entrusted matters will be treated as a Plan under Article 4.1.

12.4 甲方或乙方在紧急情况下,对第2项的申请及第3项的答复可以口头形式通知,但事后必须以书面形式将申请或答复送达对方。

In case of emergency, notices of Party A's replies under Article 12.3 and Party B's applications under Article 12.2 can be given orally; provided, however, that written applications or replies shall be served on the other party afterwards.

12.5 如该旅游团(者)提出解除与甲方的合同,甲方有权视具体情况全部解除与该旅行相关的委托业务合同,而不需承担违约责任。此时,甲方必须迅速将此情况书面通知乙方。



In case the tourist groups (tourists) request to terminate the contract with Party A, Party A shall be entitled to cancel all Business Contracts relating to such journey based on the specific situation, without any liability for breach. In the meantime, Party A shall immediately notify Party B in writing of the same.

- 12.6 乙方安排的交通、住宿等旅行服务提供部门, 因其自身的原因, 提出变更委托业务, 并给甲方造成损失时, 乙方应承担赔偿责任。

In case the departments arranged by Party B to provide transportation, accommodation and other tourist services require to change the entrusted matters due to their own reasons, and Party A suffers losses, Party B shall be responsible to make compensation to Party A.

### 第十三条 (变更产生的费用等的结算) Article 13 Settlement of Expenses Incurred in connection with Amendments

- 13.1 根据第十二条和第十三条变更业务内容时, 费用结算办法如下:

In the event of any amendment to the entrusted matters made pursuant to Article 12 and Article 13 (?), the expenses shall be settled as follows:

- 13.1.1 变更后的安排中, 若其完成项目根据第十一条计算的费用少于变更前的费用时, 乙方应将其差额核减。With respect to the amended arrangement, if the expenses for the completion of amended arrangement calculated pursuant to Article 11 is less than the expenses prior to such amendment, Party B shall verify and deduct such difference.

- 13.1.2 变更后的安排中, 若其完成项目根据第十一条计算的费用高于变更前的费用时, 甲方可视其成本考虑, 在与乙方协商后酌量支付给乙方。With respect to the amended arrangement, if the expenses for the completion of amended arrangement calculated pursuant to Article 11 is more than the expenses prior to such amendment, Party A may review the costs thereof, and make payment to Party B after consultation with Party B.

- 13.2 依照第十三条第1项变更业务内容时, 所产生的取消费用, 诸如交通、住宿等提供旅行服务部门的取消费等, 由甲、乙双方协商处理。

If Party A applies to make amendments under the above circumstance, it shall immediately serve the application to Party B in writing regarding the reasons for such amendment and the amended matters. Such application shall be deemed as a formal application under Article 4.1. In the event of any amendment to the entrusted matters made pursuant to Article 13.1, the expenses incurred in connection with any cancellation, such as cancellation expenses relating to the departments to provide transportation, accommodation and other tourist services shall be settled by Party A and Party B through consultation.



- 13.3 安排费用中的城市间交通费、门票进行调整时,但只限于甲方所委托的旅行开始前3个月乙方曾书面通知甲方的情况时。Adjustments in the inter-city transportation fees or tickets included in the arrangement fee, shall be limited to those that Party B has notified Party A in writing three (3) months prior to the commencement of the journey entrusted by Party A.

## 第五章 旅程的管理 Chapter 5 Tour Management

### 第十四条 (旅程管理责任) Article 14 Liability for Tour Management

为确保甲方旅游团(者)能安全、圆满地旅行,乙方应按下列原则实施:

In order to guarantee that Party A's tourist groups (or tourists) have a safe and Successful journey, Party B shall implement the following principles:

- 14.1 如乙方认为甲方的旅游团(者),在旅行中,可能得不到应提供的服务时,应立即同甲方联络,按甲方的要求,采取必要的补救措施提供委托业务合同规定的服务。

If Party B believes that Party A's tourist groups (tourists) may not be able to obtain the services which shall be provided, it shall contact Party A immediately, and take necessary remedial measures to provide the services stipulated in the Business Contracts according to Party A's requirements.

- 14.2 采取以上措施后,仍不得不变更委托业务合同中的内容时,乙方应尽其最大努力确保完成行甲方委托的业务。如变更旅行日程,乙方应尽其最大努力使变更后日程符合当初日程的宗旨。如变更旅行服务内容,乙方应尽其最大努力使变更后的旅行内容与当初的一致,使委托业务合同的内容变更降低到最小限度。

If the Business Contracts have to be amended after the above measures have been taken, Party B shall use its best endeavor to ensure the fulfillment of the matters entrusted by Party A. If the traveling schedule is amended, Party B shall use its best endeavor to make the amended schedule achieve the purpose of the original schedule. If the tourist services are amended, Party B shall use its best endeavor to make the amended tourist services consistent with those as originally contemplated, in order that the amendments to the Business Contracts are reduced to the minimum degree.

### 第十五条 (住宿责任): Article 15 Liability for Arrangement of Accommodation

乙方应该按照甲方的要求,提供所指定星级、地点或特殊要求的酒店。如乙方未达到指定的标准时,甲方可以取消团体接待或要求一定金额的赔偿。

Party B shall, in accordance with Party A's requirements, arrange the hotels that meet the designated range (Star Category), location or special request; Otherwise, Party A





may cancel the tourist group or ask for a specific amount of compensation if Party B fails to meet the designated standards.

#### 第十六条 (交通责任): Article 16 Liability for Arrangement of Transportation

甲方委托乙方安排的旅游车辆如果发生事故或机械故障,乙方应该在第一时间提供解决方案,并尽量在两个小时内有替代车辆前往指定地点,避免团体因时间的延误而影响后续行程。

Upon occurrence of any accident or mechanical failure of the travel vehicles arranged by Party B as entrusted by Party A, Party B shall immediately provide the solution, and use its best efforts to arrange alternative vehicles to arrive at the designated place within two (2) hours, in order to avoid any effect on the group's subsequent itinerary caused by the time delay.

#### 第十七条 (导游的选任) Article 17 Appointment of Tour Guide

除非甲方特殊要求,乙方要选派对当地情况熟悉的中文普通话导游,陪同甲方旅行并完成前条所述业务。

If Party A has no special requirements, Party B shall provide a tour guide who is familiar with the local circumstances and speaks Mandarin so as to accompany Party A during the trip and to complete the entrusted matters set forth above.

#### 第十八条 (领队的地位) Article 18 Status of the Tour Leader

甲方派领队陪同旅行时,领队有权代表甲方。乙方及乙方选派的导游在旅行实施过程中,应听从领队的合理要求。

The tour leader assigned by Party A can represent Party A. Party B and its appointed tour guide shall follow the reasonable requirements of Party A's tour leader during the journey.

### 第六章 接待部门的责任 Chapter 6 Responsibilities of Tour Operator

#### 第十九条 (乙方的责任) Article 19 Party B's Liabilities

乙方在履行委托业务合同时,由于乙方或乙方从业人员以及乙方委托的相关旅游服务部门的故意或过失,对甲方或甲方旅游团(者)造成损害时,应承担对甲方及甲方旅游团(者)赔偿损失的责任。Party B shall indemnify Party A and its tourist groups (or tourists) for any losses suffered by Party A or tourist groups (or tourists) arising out of any intention or negligence of Party B or its personnel or the relevant tourist service operator entrusted by Party B in the course of Party B's performance of any Business Contract.



## 第七章 事故对策 Chapter 7 Accidents Handling

### 第二十条（任命事故处理责任人）

#### Article 20 Appointment of Person in Charge of Handling Accidents

甲、乙双方无论责任归属，在甲方旅行进行中，万一发生事故或突发事件时，为迅速、准确处理，防止发生损害，要分别事先选派处理事故责任人，以加强双方的紧密联系。

No matter which party shall be responsible for the accidents or emergent events occurred during Party A's trip, in order to handle the accidents or emergent events promptly and properly and to avoid damages, the parties shall respectively appoint their own representatives in charge of handling the accidents in advance so as to strengthen the connection between the parties.

### 第二十一条（对策组织） Article 21 Organizations for Handling the Accidents

21.1 根据前条选派的甲、乙双方事故对策责任人，要在履行本协议前，协商事故发生时的联络体制，另行交换事故处理备忘录。

The parties' representatives in charge of handling the accidents appointed pursuant to Article 20 shall, prior to the performance of this Agreement, consult with each other on the liaison system in connection with the occurrence of the accidents, and shall separately exchange the memo for handling the accidents.

21.2 为了使旅行过程中出现的突发事故或其他不可预见的事项能得到迅速有效的沟通，双方应事先建立通讯联络组织，在本协议签订后，双方应迅速将通讯组织图交给对方。

A communication group shall be set up by the parties in advance so that the parties can communicate with each other effectively and immediately when any emergent accident or unpredictable event occurs during the trip. After the execution of this Agreement, the parties shall exchange the chart of the communication group immediately.

## 第八章 杂则 Chapter 8 Miscellaneous

### 第二十二条（协议期限） Article 22 Term of the Agreement

22.1 本协议自双方盖章后生效。协议签订后，有效期为一年，自 2019 年 6 月 3 日 至 2020 年 6 月 2 日 止。合同期止之时，如双方均同意继续合作，并无任何一方提出终止或不再续签合同，此合同将自动延期至下一个整年度，依此类推，不再另行签订。

This Agreement shall have an effective term of one (1) year after execution from





2019.6.3 to 2020.6.2. Upon expiration of the term of this Agreement, if the parties agree to continue their cooperation and neither party requests to terminate or discontinue the renewal hereof, this Agreement shall be automatically extended for successive periods of one (1) full year, and the parties will not separately enter into another agreement.

22.2 协议因期满失效后, 仍适用于在本协议有效期间签订的个别业务委托合同。

If this Agreement becomes void upon expiration, it shall still apply to the specific Business Contracts entered into during the effective term hereof.

### 第二十三条 (仲裁) Arbitration

关于本协议及本协议适用的委托业务合同, 适用中华人民共和国法律, 甲、乙之间发生的一切纠纷、争论、不同意见或违约, 应通过仲裁最终解决。双方约定关于本合同的争议任一方均可向中国国际经济贸易仲裁委员会申请仲裁并接受该委员会仲裁规则约束。仲裁人的仲裁裁决是最终裁决, 且对当事双方均有约束力。

Any dispute, controversy, disagreement or breach between the parties in relation to this Agreement or any Business Contract which the Agreement can be applied to, shall be resolved through arbitration. If both parties request for arbitration, such dispute shall be submitted to China International Economic and Trade Arbitration Commission ( "CIETAC" ) for arbitration and bound by the arbitration rules of CIETAC. The arbitrator's arbitration award shall be final and binding upon both parties.

### 第二十四条 (语言) Article 23 Languages

本协议由中文及英文撰成, 一式各两份, 双方各持中、英文各一份。如有字句上的疑问或歧义, 应以中文为准。

This Agreement is executed in both Chinese and English languages in two originals with each party holding one original set. If there is any question about or inconsistency in any word or expression, the Chinese version shall prevail.

甲方 Party A:

康辉集团北京国际会议展览有限公司  
Comfort International M.I.C.E. Service Co., Ltd.

签字日期 2019年6月14日

Signature Date:

乙方 Party B:

Topway International Travel  
Service Inc.

签字日期 2019年06月14日

Signature Date:



## 反贿赂/反腐败承诺书

为了康辉集团北京国际会议展览有限公司与供应商的正当权益，谨此承诺：

在与康辉集团北京国际会议展览有限公司合约期内除严格遵守《中华人民共和国反不正当竞争》、《中华人民共和国合同法》、《刑法》等有关禁止商业贿赂行为规定，遵守“守法、诚信、公正、科学”的原则，坚决拒绝商业贿赂、行贿及其他不正当之商业行为的馈赠。

在与康辉集团北京国际会议展览有限公司合约期内不准以公司或个人名义向任何康辉员工提供不符合标准的馈赠，如：直接或间接赠送金钱、礼品、有价证券及任何形式的馈赠礼金包括但不限于现金、支票、信用卡等。

在与康辉集团北京国际会议展览有限公司合约期内不准组织任何有补贴和用公款支付的吃请玩乐，包括但不限于营业性歌厅、舞厅、夜总会等娱乐场所。

在与康辉集团北京国际会议展览有限公司合约期内与我司的业务往来，严格按照合同规定项目进行，不得提供超出双方合同规定之项目，并保证提供的业务往来凭证（采购订单、发票等）真实有效。

在与康辉集团北京国际会议展览有限公司合约期内与我司的业务往来，严格按照合同规定或经双方正式确认的支付方式和账户信息进行账务往来，不得在约定支付方式和账户之外进行任何收付款的操作。

本公司将恪守以上承诺，如有违反，本公司愿意接受任何处罚并负责赔偿因此给康辉集团北京国际会议展览有限公司造成的损失以及造成的不利社会影响，同时承担由此引起的一切法律责任。

此承诺书一式两份，双方各执一份。

此承诺书自签字盖章之日起生效，并随双方的合作的经济合同或协议的存续时间而自然延续。

康辉集团北京国际会议展览有限公司（盖章） 承诺公司（盖章）：

日期：

日期：2019年06月05日





**DO NOT SEND THIS VA-8879C TO THE VIRGINIA DEPARTMENT OF TAXATION OR THE IRS.  
IT MUST BE MAINTAINED IN YOUR FILES!**

<b>Corporation Name</b> TOPWAY INTERNATIONAL TRAVEL SERVICE		<b>Federal ID Number</b> 90-1029126
<b>Part I Tax Return Information</b>		
1. Federal Taxable Income (Form 500, Page 2, Line 1)	1.	0.
2. Virginia Taxable Income (Form 500, Page 2, Line 7)	2.	640.
3. Income tax (Form 500, Page 2, Line 9)	3.	38.
4. Total payments and credits (Form 500, Page 2, Line 16)	4.	
5. Total due (Form 500, Page 2, Line 21)	5.	38.
6. Amount to be refunded (Form 500, Page 2, Line 24)	6.	
<b>Part II Declaration and Signature Authorization of Officer</b>		
<p>Under penalties of perjury, I declare to be the officer of the above corporation and that I have examined a copy of the corporation's 2017 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, it is true, correct and complete. I further declare that the information provided to my Electronic Return Originator (ERO), Transmitter, or Intermediate Service Provider including the amounts shown in Part I above agrees with the information and amounts shown on the corresponding lines of the corporate electronic income tax return. If filing a balance due return, I authorize the Virginia Department of Taxation (Virginia Tax) and its designated Financial Agent to initiate an ACH electronic funds withdrawal entry to the financial institution account indicated on the 2017 Virginia income tax return for payment of state taxes owed on this return. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I certify that the transaction does not directly involve a financial institution outside of the territorial jurisdiction of the United States at any point in the process.</p> <p>I understand that if Virginia Tax does not receive full and timely payment of the tax liability, the corporation will remain liable for the tax liability and all applicable interest and penalties. I authorize my ERO, Transmitter or Intermediate Service Provider to transmit the complete return to Virginia Tax. I have selected a personal identification number (PIN) as my signature for the corporation's electronic income tax return.</p>		
<p><b>Officer's e-File PIN: check one box only</b></p> <p><input type="checkbox"/> I authorize the ERO named below to enter my e-File PIN <span style="border: 1px solid black; padding: 0 5px;">  </span> as my signature on the corporation's 2017 electronic Virginia corporation income tax return.</p> <p style="text-align: center;">Do not enter all zeros</p> <p style="text-align: center;">_____ ERO Firm Name</p> <p><input checked="" type="checkbox"/> I will enter my e-File PIN as my signature on the corporation's 2017 electronic Virginia corporation income tax return. Check this box only if you are entering your own e-File PIN and the return is filed using the Practitioner PIN method. The ERO must complete Part III below.</p> <p>Your Signature  _____ Date _____</p>		
<b>Part III Certification and Authentication</b>		
<p>ERO's EFIN/PIN: Enter your six digit EFIN followed by your five digit self-selected PIN. <span style="border: 1px solid black; padding: 0 10px;">2 3 5 7 2 2 1 9 1 1 2</span></p> <p style="text-align: center;">Do not enter all zeros</p> <p>I certify that the above numeric entry is my ERO EFIN/PIN, which is my signature for the 2017 Virginia corporation income tax return for the corporation indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and have followed all other requirements as specified by Virginia Tax. EROs may sign the form using a rubber stamp, mechanical device, such as a signature pen, or computer software program.</p> <p>ERO's Signature  _____ Date <u>3/7/19</u></p>		



Form **8879-C****IRS e-file Signature Authorization for Form 1120**

OMB No. 1545-0123

Department of the Treasury  
Internal Revenue ServiceFor calendar year 2017, or tax year beginning Aug 1, 2017, ending Jul 31, 20 18**2017**▶ Do not send to the IRS. Keep for your records.  
▶ Go to [www.irs.gov/Form8879C](http://www.irs.gov/Form8879C) for the latest information.

Name of corporation

TOPWAY INTERNATIONAL TRAVEL SERVICE

Employer identification number

90-1029126

**Part I Tax Return Information (Whole dollars only)**

1	Total income (Form 1120, line 11)	1	95,631.
2	Taxable income (Form 1120, line 30)	2	0.
3	Total tax (Form 1120, line 31)	3	
4	Amount owed (Form 1120, line 34)	4	
5	Overpayment (Form 1120, line 35)	5	0.

**Part II Declaration and Signature Authorization of Officer. Be sure to get a copy of the corporation's return.**

Under penalties of perjury, I declare that I am an officer of the above corporation and that I have examined a copy of the corporation's 2017 electronic income tax return and accompanying schedules and statements and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts shown on the copy of the corporation's electronic income tax return. I consent to allow my electronic return originator (ERO), transmitter, or intermediate service provider to send the corporation's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the corporation's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the corporation's electronic income tax return and, if applicable, the corporation's consent to electronic funds withdrawal.

Officer's PIN: check one box only

☐ I authorize \_\_\_\_\_ to enter my PIN \_\_\_\_\_ as my signature  
ERO firm name do not enter all zeros  
on the corporation's 2017 electronically filed income tax return.

☒ As an officer of the corporation, I will enter my PIN as my signature on the corporation's 2017 electronically filed income tax return.

Officer's signature ▶ [Signature] Date ▶ \_\_\_\_\_ Title ▶ PRESIDENT

**Part III Certification and Authentication**

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN.

2	3	5	7	2	2	1	9	1	0	7
---	---	---	---	---	---	---	---	---	---	---

do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2017 electronically filed income tax return for the corporation indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 3112, IRS e-file Application and Participation, and Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ [Signature] Date ▶ 03/07/2019

**ERO Must Retain This Form — See Instructions**  
**Do Not Submit This Form to the IRS Unless Requested To Do So**

For Paperwork Reduction Act Notice, see instructions.

BAA

REV 11/15/17 PRO

Form **8879-C** (2017)



PEOPLE'S REPUBLIC OF CHINA

4-20-1998

CHIN

1997

杨源  
YANG, YUAN

Sex

國籍/Nationality

女/F 中国/CHINESE

中牛田川/川原の風景

26 JUL 1978

中平地点/Place of birth

%发刊日 / Date of issue

湖南/HUNAN

11 6月/JUN 2014

寄发地点/Place of issue

有效期 / Date of expiry

上海 / SHANGHAI

10 6月/JUN 2024

签发机关/Authority

持照人签名/Bearer's signature

公安部出入境管理局

MPS Exit &amp; Entry Administration

11

[illegible]



## 供应商信息审核单

(如有公司名称、银行账户、联系人任意一项信息变更, 务必第一时间以书面形式通知康辉供应商管理负责人)

公司基本信息						
供应商中文全称	Topway 环美旅游					
供应商英文全称	Topway International Travel Service Inc.					
成立时间	2008 年	总部国家/城市	美国 Fairfax Virginia state	分部国家/城市	美国: 华盛顿、纽约 加拿大: 多伦多 中国: 广州、上海	
注册地址	11350 Random Hills Road 8th Floor Fairfax, VA 22030					
通信地址及邮编	11350 Random Hills Road 8th Floor Fairfax, VA 22030					
会奖业务开始时间	2012年	会奖业务团队人数	15人			
BANK NAME	SunTrust Bank					
BANK ADDRESS/ ZIP CODE	13049 Lee Jackson Memorial Hwy Fairfax, VA 22033					
ACCOUNT NO.	1000169120358					
SWIFT	SNTRUS3A					
公司简介 (300 字以内)	<p>TOPWAY 环美旅游是总部在美国纽约、华盛顿的北美地接供应商! 2008 年在华盛顿注册.2010 年成立</p> <p>加拿大多伦多办公室,是一个拥有北美酒店, 交通以及相关服务资源的国际性批发商。</p> <p>我们的理念: 创新奉献承诺团队</p> <p>我们的使命是提供最具价值的经验和服务, 来满足我们的客户需求</p>					
联络方式(至少需要填写 3 位联系的信息, 且不能重复)						
	职位	姓名	座机	手机	邮箱	QQ 号码
公司负责人	中国区总经理	杨源	021-32506096	13917064676	Costa@topway.us	101250261
会奖业务负责人	中国区总经理	杨源	021-32506096	13917064676	Costa@topway.us	101250261
业务第一联络人	市场部经理	李丽英	021-32506096	15197577377	lily@topway.us	2853232707
业务第二联络人	市场部经理	许惠星	021-32506096	13787082070	Icy@topway.us	2853232703
业务信息						
可直接提供服务的国家/城市	美国: 全境 加拿大: 全境					



与哪些组团社合作	中青博联整合营销顾问股份有限公司以及旗下子公司 华程国际旅行社有限公司 众信博睿(北京)国际商务会议展览有限公司 北京中国国际旅行社有限公司 深圳新景界国际会议展览有限公司 腾邦国际旅行社有限公司 环球雅途集团有限公司 广州美亚电子商务国际旅行社 福建省中旅集团 成都安怡国际旅行社有限公司 重庆天鹅国际旅游有限公司麦哲伦分社 中智国际旅行社有限公司 中国和平国际旅游有限责任公司 中信旅游集团有限公司 .....							
近三年会奖营业额	2018 年：1000 万美金    2017 年：800 万美金    2016 年：860 万美金							
近两年内操作过的会奖案例（必填）								
	会议名称	客户名称	组团社	日期	人数	酒店	证明人	联系方式
1	招商信诺美国团建奖励之旅	招商信诺	腾邦国旅	2018 年 3 月	200 人	洛 杉 矶： hilton los angeles universal city 拉 斯： Venetian		
2	美国东部媒体奖励团	金茂集团	北京墨镜商务咨询公司	2018 年 10 月	28 人	纽约： InterContinental New York Times Square, 波士顿 Hotel Commonwealth		



3	巴菲特大会考察团	广州电视台	广东良辰美景国旅	2018年4月	50人	纽约 DoubleTree by Hilton New York City - Financial District 奥马哈: DoubleTree by Hilton Omaha Downtown		
4	夏威夷金融奖励旅游团	友邦保险	广东中青旅	2018年4月	220人	夏威夷 Sheraton Princess Kaiulani		
5								



TOPWAY International Travel Service Inc.

环美旅游 .....

专业北美地接服务

### 账户信息

公司名称: Topway International Travel Service Inc.

收款人 (公司) 账户名称: Topway International Travel Service Inc.

银行账号: 1000169120358

开户银行名称: SunTrust Bank

开户银行地址: 13049 Lee Jackson Memorial Hwy Fairfax, VA 22033

SWIFT CODE: SNTRUS3A

Routing Number: 061000104

收款公司英文地址: 11350 Random Hills Road 877Room.Fairfax VA22030







STATE CORPORATION COMMISSION

Richmond, August 26, 2013

This is to certify that the certificate of incorporation of

TOPWAY INTERNATIONAL TRAVEL SERVICE INC.

was this day issued and admitted to record in this office and that  
the said corporation is authorized to transact its business subject  
to all Virginia laws applicable to the corporation and its business.  
Effective date: August 26, 2013



State Corporation Commission  
Attest:

*Joel H. Bell*  
Chair of the Commission

C1107403

