



AFFILIATE AGREEMENT: SUMMARY OF TERMS

Effective Date	31 December 2018					
Amendment Effective Date (if applicable)	-					
Affiliate (You)	Name:	Convergent International Travel Development Company Limited				
	Place of Incorporation:	Hong Kong				
	Company Number:	2283876				
	Address (inc. post code/zip code):	Room 1407A, Sinocentre, No, 582 Nathan Road, MongKok, 00000, Hong Kong				
	Contact Name:	Tian Xie				
	Contact Email(s) (authorised recipients of notices):	xietian@huizhi-intl.com				
	Contact Phone:	+86 2066347916				
	Contact Fax:	-				
EAN (Us)	Name:	EAN.com LP				
	Place of Incorporation:	Delaware				
	Authorised recipients of notices:	eancontracts@expedia.com eanlegal@expedia.com				
Initial Period	3 years					
API	YES	Template	NO			
Approved Websites	-					
Approved Platforms	http://www.huizhi-intl.com/					
Use of Agents permitted	YES					
Approved Technology Providers (if any)	-					
Rates	Standalone Rate (E-Collect)	Standard Package Rate	Base Package Rate	Exposed Package Rate	Mobile Rate	Standalone Rate (Hotel-Collect)
	Y	Y	N	N	Y	N
	Fenced Rate	Y	Closed User Group	End Customers on whose behalf Agents make Bookings via the Approved Platform.		
Cross-Sell Widget	NO					
Customer Support	First line (customer direct)	NO				





	Second line (agent to agent)	YES
	Supported Languages	Mandarin
Voyager	YES	
Governing law	England and Wales	
Jurisdiction	Courts of England and Wales	
Merchant of Record: Affiliate (EAC)	YES	
	Channels	All
	Frequency of Transaction Statements	every 7 days on: Bookings
	Payment Terms	within 7 days of receipt of the Transactions Statement
	Collateral	-
	Specifics of collateral	-
	Net Remittance	-
Merchant of Record: Affiliate (CCC)	NO	
	Channels: -	
Merchant of Record: EAN	NO	
	Channels: -	
Marketing Fees (if none listed, then no Marketing Fees available under this Agreement)	Monthly Gross Profit (USD)	Payment Percentage (% of Gross Profit)
	All	55%
Reductions from Gross Profit (where applicable)	Credit card fees, fraud and bad debts	2.3% of GBV
	Cost of Service ¹	Booked Online: 1.25% of GBV Booked Offline: 11.25% of GBV
	Insurance cover	0.2% of GBV
	Hotel-Collect deduction	N/A
Interest Rate	2%/month	
Any previous agreements or specific terms to remain in force?	NO	
Any other special terms	1. Honeymoon Period. During the period from 1 January 2019 to 30 June 2019 (the Honeymoon Period) the Marketing Fees above shall not apply and instead you shall be entitled to Marketing Fees equal to 60% of Gross Profit in respect of	

¹ Percentages apply for customer support in Supported Languages only. Other COS percentages may apply to other languages.



each Consumed Booking. Following the Honeymoon Period, the override shall cease to apply and the Marketing Fees set out above shall apply again instead.

2. **Override.** In addition to the Marketing Fees you may be entitled to an additional override payment based on Gross Profit achieved during each 3 month-period, the first commencing on the 1 July 2019 and thereafter, on each anniversary (each an **Override Period**). The override shall be calculated in accordance with the table below. We will pay the override once only per Override Period, based on actual Gross Profit you achieved from Consumed Bookings during the Override Period. We will pay the override as part of the Marketing Fees due to you at the end of the Override Period:


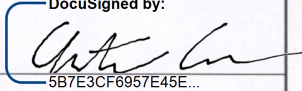
Quarterly Gross Profit (USD)	(USD) Override
0 – 225,000	0
225,001 – 900,000	6,000
In excess of 900,000	45,000

We may adjust the amount of override payable if during the Override Period Void Bookings are in our opinion higher than usual, or we reasonably consider that you have acted in bad faith in achieving increased Gross Profit during the Override Period. We may make such adjustment at any time prior to or post-payment of the override, including as a set-off against any future Marketing Fees payable.

3. **Affiliate Obligations.** In addition to the terms of the Agreement, you will adhere to the following conditions and without prejudice to any other right or remedy under this Agreement, if you fail to meet any of the conditions given in this special term we reserve the right to terminate this Agreement upon 30 days' notice:
- a) **Preferred Provider.** During the first 12 months from the Live Date, you must not sell, offer, advertise or provide information about any travel accommodation service or product in China, Hong Kong, Taiwan and Macau (except our Hotel Information and Content) whether directly on the Approved Platforms, indirectly through any link or advertisement on the Approved Platforms or otherwise. Following such 12-month period, you agree that no other third-party supplier of accommodation products or services will be offered or provided more favourable treatment on the Approved Platform(s) than our Hotel Information and Content where we make the relevant accommodation available to you (including, but not limited to, systematic preferential placement of hotel properties in search results on the Approved Platform(s) or merchandising space).
 - b) **Preferred Placement.** You agree that our Hotel Information and Content will always form at least the top 5 places of your hotel search results page on any Approved Platforms.
 - c) **Mapping.** You agree to use our geography mapping data structure for all destinations and as your master hotel database structure.
 - d) **Booking Target.** You agree you will achieve Bookings equal to a minimum of 3,000 room nights per month throughout the Term.

This Summary of Terms, together with our General Terms and the schedules, comprise the Agreement governing the terms upon which we appoint you as our marketing affiliate under our affiliate



programme. Unless explicitly provided otherwise above, with effect from the Effective Date, this Summary of Terms and General Terms supersede and replace all previous written and oral agreements on the relevant subject matter, including any previous Summaries of Terms or General Terms.	
This Summary of Terms is subject to our General Terms (Version 4.1, dated 25 May 2018), as updated from time to time, a copy of which as at the Effective Date, is attached.	
Accepted for and on behalf of Affiliate	Accepted for and on behalf of EAN.com LP
Signature 	Signature DocuSigned by: 
Name 	Name 5B7E3CF6957E45E... Christian Gerron
Position 執行董事	Position VP North America
Date 2018.12.5	Date 12/7/2018