

DATE: 28 Nov 2018

Please see herein the override structure that will apply to **Convergent International Travel Development Company Limited**, (hereafter called "the Partner") for travelled business generated from 1 Jan 2019 to 31 Mar 2019.

	Override Target (USD/Month)	Override Percentage	
1 st Jan 2019-31 th Mar 2019	-	120,000	0.00%
	120,001	240,000	1.00%
	240,001	320,000	1.50%
	320,001	or above	2.00%

The above figures are in USD dollars and the following conditions apply:

1. All override targets and payments are based on NET travelled, departed and paid revenue, based on FIT sales, and no group business will be included.
2. The override relates to all bookings made by FIT Ruumz platforms of WebBeds FZ LLC.
3. All override agreements will be reviewed 2 months after the override period has expired, allowing time for payments corresponding to the override period to be settled. Override commission will only be paid once all outstanding invoices and disputes corresponding to the override period have been fully settled, and current payments are on track.
4. If three or more payments are late in the override period (excluding individual booking disputes), the override payable will be reduced by 25%.
5. Once override commission is paid, no further booking/payment queries in reference to that override period will be accepted
6. Failure or delay to settle outstanding payments or claim override within 6 months following the end of the override period, will result in the override being forfeited.
7. Overrides should assume preferred supplier status with The Partner. The Partner will provide regular feedback and reports on request, such as but not limited to market-share reports, position against other suppliers, top destinations and top hotels booked.
8. In the event that the terms of supply or distribution with The Partner change during the course of the agreement, WebBeds reserve the right to review the override agreement and thresholds.
9. The Partner agrees to map properties on a regular basis, at least monthly, and provide a quarterly mapping file showing which hotels are live on their site for

auditing purposes. All WebBeds' directly contracted inventory must be on sale as a minimum.

10. Where WebBeds has upgraded and / or modified the XML interface to which the Partner is connected, the Partner agrees to update its integration within agreed time frames and certainly within 3 months of the changes/upgrades being communicated.
11. This override supersedes any other incentive provided in the past. All other terms of our existing agreements shall remain valid and in force.
12. All amounts are VAT inclusive, where appropriate. No VAT or other charges will be added to the override commission calculation.
13. WebBeds have the final authority on the override calculation and determining exchange rates where currency calculations are required
14. The details of this agreement are strictly confidential between the parties and must remain so in order for it to remain in force.

Please sign and return a copy of this agreement for it to become valid. We hope that it will enable us to generate more business together and strengthen our successful partnership.

EZ-LLC
.91277

<u>For and on behalf of The Partner</u>	
Name: Xie Tian	
Title: General Manager	
Date: 2018/11/19	
Signature:	
Director Name: Monica Wang	
Director signature:	
Date: 2018/11/29	



<u>For and on behalf of WebBeds EZ-LLC</u>	
Name: Dany Lee	
Title: Director	
Date: 3 December 2018	
Signature:	
Director Name:	
Director signature:	
Date:	

