



附属协议:条款摘要

AFFILIATE AGREEMENT: SUMMARY OF TERMS

Effective Date	31 December 2018									
Amendment Effective Date (if applicable)	修订生效日期									
Affiliate (You) 联盟会员	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):	<u>xietian@huizhi-intl.com</u>								
	Contact Phone:	+86 2066347916								
EAN (Us)	Contact Fax:	-								
	Name:	EAN.com LP								
	Place of Incorporation:	Delaware								
Initial Period	Authorised recipients of notices:	<u>eancontracts@expedia.com</u> <u>eanlegal@expedia.com</u>								
	3 years 初始(周)期									
API	YES	Template	NO	模板						
Approved Websites	- 获准的网站									
Approved Platforms	<u>http://www.huizhi-intl.com/</u> 获准的平台									
Use of Agents permitted	YES 淮许使用代理人									
Approved Technology Providers (if any)	经批准的技术提供商 (如果有的话)									
	独立收费 标准套餐费 基本套餐费 外露包装费率 移动费率 独立收费(酒店收费) (E-收费)									
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 防护费	Y	Closed User Group 封闭式用户群	End Customers on whose behalf Agents make Bookings via the Approved Platform.						
Cross-Sell Widget	NO 交叉销售小工具	代理通过获准的平台进行预订的终端客户。								
Customer Support	First line (customer direct)	NO								
客户支持	一线(直接客户)									



	Second line (agent to agent)	YES 二线(代理对代理)
	Supported Languages	Mandarin 支持的语言：国语
Voyager	YES	
Governing law	England and Wales 适用法律：英格兰和威尔士	
Jurisdiction	Courts of England and Wales 司法权：英格兰和威尔士的法院	
登记商：联盟会员 (EAC) 登记商：联盟会员 (EAN) 营销费用 (如未列出，则本协议项下无营销费用) 从毛利中减少(如适用) 以前的协议或具体条款是否仍然有效？	Merchant of Record: Affiliate (EAC)	YES
	Channels 渠道	All 全部
	Frequency of Transaction Statements 交易报表的频率	every 7 days on: Bookings 每7天：预订
	Payment Terms 付款条件	within 7 days of receipt of the Transactions Statement 在收到交易报表后7天内
	Collateral 担保金、抵押品	
	Specifics of collateral 担保的细节	-
	Net Remittance 净汇款	-
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) 每月总利润(美元)	Payment Percentage (% of Gross Profit) 付款百分比 (毛利润%)
	All	55%
Reductions from Gross Profit (where applicable) 利率	信用卡费用、欺诈和坏账	
	Credit card fees, fraud and bad debts	2.3% of GBV
	Cost of Service ¹ 服务费	Booked Online: 1.25% of GBV Booked Offline: 11.25% of GBV
	Insurance cover 保险	0.2% of GBV
Interest Rate	Hotel-Collect deduction 酒店收费扣除	N/A
	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:

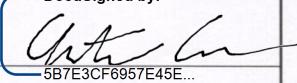
- Preferred Provider. During the first 12 months from the Live Date, you must not sell, offer, advertise or provide information about any travel accommodation service or product in China, Hong Kong, Taiwan and Macau (except our Hotel Information and Content) whether directly on the Approved Platforms, 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).
- 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.
- Mapping. You agree to use our geography mapping data structure for all destinations and as your master hotel database structure.
- 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:  5B7E3CF6957E45E... Christian Gerron
Name * 	Name Christian Gerron
Position 專执行董事	Position VP North America
Date 2018. 12. 5	Date 12/7/2018