

**MARINA BAY SANDS PTE LTD**  
**MASTER ROOMS ONLY AGREEMENT (TOUR OPERATORS)**

This Agreement is entered into this 23 day of July, 2018 between **MARINA BAY SANDS PTE LTD** (Co Regn No. 200507292R), a company duly incorporated under the laws of the Republic of Singapore, with its principal place of business at 10 Bayfront Avenue, Singapore 018956 ("MBS"); and

	<b>CONVERGENT INTERNATIONAL TRAVEL DEVELOPMENT CO., LTD</b> <b>("CLIENT")</b>
Address:	<b>Room 1407A, Sinocentre, No.582</b> <b>Nathan Road, Mongkok</b> <b>Hong Kong</b>
Contact Details:	<b>65 9762 7699</b>
Contact Person:	<b>Mr Mike Queck</b> <b>Regional Product Director</b> <b>Mike.queck@huizhi-intl.com</b>

The parties wish to enter into this contract as a master agreement for Client to purchase rooms for different events (each an "Event") over different dates (each an "Event Period") as described in Schedule 1:

**IT IS AGREED:**

**1. ROOM COMMITMENT/ROOM RATES/CUT-OFF DATE FOR CONFIRMATION**

1.1 **Room Block Commitment and Room Rates.** Client commits to purchase on a non-cumulative basis for each Event, the number of **Room Nights** at the Room Rates set out in Schedule 1:

- 1.1.1 Room Rates are exclusive of service charge and prevailing government taxes and based on single or double occupancy.
- 1.1.2 The request for bed type (1 single King bed or 2 Twin beds) is subject to availability.
- 1.1.3 The above rates quoted are for Room Only.
- 1.1.4 The use of any Room shall be subject to the MBS Room Use Policy annexed hereto as Annex 1.
- 1.1.5 Children aged five (5) years old and below stays with an adult and enjoy complimentary breakfast. Children between six (6) to twelve (12) years old stay free when sharing a room with an adult and child breakfast at SGD22++ per child per stay applies. Third adult surcharge at SGD100++ and adult breakfast at SGD45++ applies.

1.2 **Cut-Off Date.** The applicable cut-off date for making reservations for each Event is listed in Schedule 1 ("Cut-Off Date"). Reservation requests for each Event received after the Cut-Off Date will be accepted only at MBS' discretion on a space available basis at the prevailing rate. All consumed and paid for reservations made pursuant to this Agreement and accepted after the relevant Cut-Off Date will be applied toward the relevant Client's Room Block Commitment for that Event. Any rooms not confirmed on or before Cut-Off Date will be released by MBS for resale but this will not affect Client's obligation to pay for those rooms under this Agreement.

1.3 **Attrition Fees.** If the number of rooms materialised ("Materialised Rooms") is less than the Room Block Commitment for that Event, Attrition Fees (being the deficit between the Materialised Rooms and the Room Block Commitment multiplied by the respective Room Rates for that Event as set out in Schedule 1) will be payable by Client.

Client's Initial: *Qsw*

Hotel's Initial: *fm*

- 1.4 **Attrition Option.** Client has a one-time right per Event to reduce the Room Block Commitment by a maximum percentage of 10% per night by giving notice in writing prior to the applicable Cut-Off Date.
- 1.5 **Reservation Confirmation Procedure.** Room Nights in the Room Block Commitment shall be considered confirmed only through a rooming list of Client's Attendees requiring Room Nights in the Room Block Commitment provided by the Client by the Cut-Off Date. The Attendees' details, including full name, passport no (for foreigners) or NRIC no. (for Singaporeans and PRs), address, room type requested, specific billing instructions and arrival/departure dates must be included in the list for the confirmation to be effective. .
- 1.6 **Porterage.** Where Client's Attendees arrive at the hotel in groups of 10 and above, Client shall provide an arrival and departure manifest at least 7 days prior to each group's arrival to enable MBS to provide appropriate luggage handling services. A porterage charge of \$5.34 nett per Attendee shall be charged to Client's Credit Account in respect of luggage handling services provided to each Attendee Group.

## 2. DEPOSITS AND PAYMENTS

- 2.1 **Deposits.** Client shall pay deposits to MBS for each Event as set out in Schedule 2.
- 2.1.1 Deposits are subject to prevailing government taxes.
  - 2.1.2 Save in the event of Force Majeure, all deposits are non-refundable.
  - 2.1.3 If deposits for each Event are not made by due date(s) as set out in Schedule 3, MBS shall be entitled to terminate the Event which is in default and Cancellation Fees for the Event which is in default shall be payable. The calculation for the Cancellation Fees is set out in clause 3.
  - 2.1.4 If Cancellation Fees are payable, any deposits held by MBS shall be applied towards the payment of the Cancellation Fees.
  - 2.1.5 Deposits shall at MBS' option be applied towards charges incurred by Client in respect of the Event.
- 2.2 **Client's Liability for Charges.** Save as provided below, Client shall be liable for all charges incurred in respect of the Event including but not limited to charges for the Authorised Areas, food and beverage (including coffee breaks and banquets) and any and all other requested services provided by MBS.
- 2.3 **Individual Liability for Incidentals Only/Remainder to Credit Account.** Client's Attendees shall be individually liable for payment of incidental charges only. All other charges incurred in respect of the Event shall be charged to Client's Credit Account.

Client's Initial: \_\_\_\_\_

*Qsw*

Hotel's Initial: \_\_\_\_\_

*fm*

### 3. CANCELLATION FEES

**Cancellation Fees.** In the event of cancellation of this Agreement by either party in writing, Cancellation Fees shall be payable by the cancelling party to the non-cancelling party. All cancellation fees must be paid within 48 hours of receipt of the notice of cancellation. Cancellation Fees are subject to prevailing government taxes. The Cancellation Fees applicable for each Event are calculated as set out in the table below.

Time of Receipt of Notice of Cancellation	Cancellation Fee Due (SGD)
Upon Signing of Agreement by Client till 61 days prior to Group Arrival	25% of Room Block Commitment
60 – 31 days prior to group arrival	50% of Room Block Commitment
30 days prior to group arrival onwards	100% of Room Block Commitment

### 4. ACCEPTANCE

4.1 **Validity.** Subject to the execution of this Agreement by MBS, the terms of this Agreement as set out above, including but not limited to the Room Rates shall be valid until **Thursday, July 19, 2018** after which the terms shall, at MBS' option, be varied or revoked and rendered null and void.

4.2 **General Terms and Conditions.** This Agreement incorporates the provisions of the General Terms and Conditions of Sales Agreement.

4.3 **Execution.** This Agreement shall only be effective upon execution by both parties.

**IN WITNESS WHEREOF,** MBS and Client have executed and delivered this Agreement as of the date and year first above written.

**CONVERGENT INTERNATIONAL TRAVEL  
DEVELOPMENT CO., LTD**

*Mike Queck*

Signature

Mr Mike Queck  
Name

Regional Product Director  
Title

18th July 2018  
Date



Client's Initial: Qsw

**MARINA BAY SANDS PTE. LTD.**

*[Signature]*

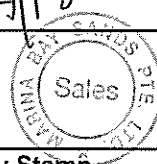
Signature

Mr Michael B. Lee  
Name

Vice President of Sales  
Title

23/7/18  
Date

Company Stamp




Hotel's Initial: fm

**Schedule 1  
Event Details**

Name of Event	("Event Period")		Room Type	Room Block Commitment	Room Rates	Cut Off Date
	Arrival Date	Departure Date				
Feb 05 Group	Feb 05, 2019	Feb 06, 2019	Deluxe Twin	10	SGD699.00++	Friday, January 04 2019
Feb 06 Group	Feb 06, 2019	Feb 07, 2019	Deluxe Twin	10	SGD699.00++	Monday, January 07 2019
Feb 07 Group	Feb 07, 2019	Feb 08, 2019	Deluxe Twin	10	SGD699.00++	Tuesday, January 08 2019

Client's Initial: Qsw

Hotel's Initial: 

**SCHEDULE 2**

**DEPOSITS AND LIABILITY FOR CHARGES**

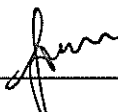
Name of Event	Deposit Amount	Deposit Due Date
Feb 05 Group	SGD8,227.23nett	Friday, January 04 2019
Feb 06 Group	SGD8,227.23nett	Friday, January 04 2019
Feb 07 Group	SGD8,227.23nett	Friday, January 04 2019

Client's Initial: Qsw

Hotel's Initial: fm

Name of Event	Booking Confirmation No.
Feb 05 Group	# 10483
Feb 06 Group	# 10484
Feb 07 Group	# 10485

Client's Initial: Qsw

Hotel's Initial: 

**MARINA BAY SANDS**

**COMMISSION AGREEMENT FOR MASTER ROOMS ONLY**

**THIS COMMISSION AGREEMENT** ("this Commission Agreement") is made on the 23 day of July 2018 and entered into by and between

**MARINA BAY SANDS PTE. LTD.** (Co. regn. no.: 200507292R), a company duly incorporated under the laws of the Republic of Singapore, and maintaining its principal place of business at 10 Bayfront Avenue, Singapore 018956 ("MBS" or "Company")

and

**CONVERGENT INTERNATIONAL TRAVEL DEVELOPMENT CO., LTD** (Regn No: ) registered in Hong Kong and having its address at Room 1407A, Sinocentre, No.582, Nathan Road, Mongkok, Hong Kong. (the "the Organiser").

Whereas MBS and **CONVERGENT INTERNATIONAL TRAVEL DEVELOPMENT CO., LTD** (the "Client") have entered into a Master Rooms Only Agreement dated 23 day of July 2018 (the "Sales Agreement") in respect of the events as set out in Appendix C (the "Event") scheduled to take place at MBS' premises. It is noted that **CONVERGENT INTERNATIONAL TRAVEL DEVELOPMENT CO., LTD** is the Client for the purposes of the Sales Agreement and the Organiser for the purposes of this Commission Agreement.

**IT IS AGREED:**

1. **Services and Commission.** In consideration of the Organiser facilitating the Event and the conclusion of the Sales Agreement, the Organiser shall be entitled to payment of an amount equal to **10% of the Room Only Rates as set out in Appendix C per room per night, for all Room Nights booked and consumed for the Event pursuant to the Sales Agreement ("Commission"); and 10% of the Room Rate for such additional Room Nights as may be booked and consumed for the Event other than the Room Block;** (ii) the calculated commission is inclusive of GST; ("Commission") from MBS upon the successful conclusion of the Event in accordance with the Sales Agreement and full settlement of MBS' final invoice for any and all charges incurred by the Client in respect of the Event and/or the Sales Agreement. Such Commission is inclusive of GST. For the avoidance of doubt, Room Nights booked and consumed for the Event pursuant to the Sales Agreement shall not include complimentary rooms, attrition charges, cancelled room nights and no-show [but shall include such additional Room Nights as may be booked and consumed for the Event other than the Room Block].
2. **Payment.** MBS shall make payment of such Commission within 30 days of full settlement of MBS' final invoice for any and all charges incurred by the Client in respect of the Event and/or the Sales Agreement. Save for the payment of Commission, no other sums shall be due and payable by MBS to the Organiser in respect of the Event.
3. **Payment Method.** Payments shall be made only for properly invoiced and documented services and only by check or wire transfer payable to Organiser.
4. **Withholding Tax.** In the event that any tax is to be withheld from the Organiser's Fees under Singapore law, the Company shall have the right to withhold and remit the same to the Inland Revenue Authority of Singapore and shall have no obligation to re-gross the same. In the event that the Organiser's Fees are subject to Singapore withholdings, the Company agrees to provide the Organiser the withholding tax receipts upon receipt of the same from the Inland Revenue

Authority of Singapore. Where withholding tax applies, the Organiser agrees to provide the Company with information showing what portion of the fees relates to services provided onsite versus what portion of the fees relates to services provided offsite. Per diem, allowances, or any cash related payouts will constitute part of the service fee income on which withholding tax will be computed. Company shall not be charged for, and Organiser shall pay, any taxes based on the net or gross income of Organiser.

## 5. **Confidentiality.**

### 5.1 The Organiser shall not:

- (a) make any formal or informal public statement or announcement;
- (b) advertise or issue any information, document or article (including photographs or film) for publication (including publication on the internet and in any social media, website or blog) whether for advertising, promotional, publicity or any other purposes; or
- (c) give any media interviews or issue any media release,

relating to any or all of the following (all of which matters in sub-clauses (i), (ii) and (iii) below shall constitute Confidential Information of MBS) without the prior written approval of MBS (which approval may be withheld or conditioned at the sole discretion of MBS), and shall provide a copy of any proposed statement, announcement or media release to MBS when seeking such approval:

- (i) the Organiser's Services or any part thereof;
- (ii) the status, progress or any details of the Organiser's Services (including without limitation any regulatory approvals required and all discussions and meetings with MBS, other parties involved in the Organiser's Services and any government agencies and their respective directors, officers, employees, agents, consultants, advisors and representatives); and
- (iii) the fact, existence or contents of this Agreement.

### 5.2 **"Confidential Information"** shall mean any information about the policies, processes, plans, intentions, finances, product and service information, know-how, designs, trade secrets, software, market opportunities, customers, prices, systems, methods of operation, contractual agreements or other proprietary matters concerning the business, operations or affairs of MBS, its Affiliates and/or Sheldon G. Adelson and any analyses, compilations, studies or documents which summarise such information disclosed from time to time by MBS's officers, employees, agents or consultants in connection with, in relation to and/or arising out of the provision of the Organiser's Services by the Organiser. Confidential Information shall also include such information or material proprietary to any of MBS's subsidiaries, associates and/or affiliates which the Organiser may obtain, receive and or have access to in connection with, in relation to and/or arising out of the provision of the Organiser's Services by the Organiser.

### 5.3 The Organiser agrees that it shall not, either during or after this Agreement, disclose or communicate to any third party the Confidential Information save with MBS's express written consent. Any disclosure by the Organiser to third parties under this Clause shall only be to the Organiser's sub-the Organisers and licensees appointed pursuant to the provisions of this Agreement and the professional advisors, responsible officers and employees of the Organiser who require such disclosure where bona fide necessary for the proper performance of their duties and who will individually comply with all obligations of confidentiality imposed upon the Organiser by the provisions of this Clause. The Organiser shall undertake all reasonable steps to minimize the risk of disclosure of Confidential Information by such professional advisers, officers and



employees, and shall take all reasonable steps to restrict them from divulging or communicating any Confidential Information. Further without the prior written approval of MBS, its Affiliates and/or Sheldon G. Adelson, which may, in their sole discretion be withheld, the Organiser shall not, either during the term of this Agreement and any time thereafter, directly or indirectly disclose, reveal, publish, exploit or otherwise make use of the Confidential Information in any manner whatsoever including, but not limited to, interviews, articles, accounts, books, plays, movies, and documentaries whether fictional or factual.

- 5.4 The Organiser agrees that while having custody, possession or control of any Confidential Information, or any media containing the same, the Organiser shall take all reasonable efforts to secure the Confidential Information and take such reasonable measures as is necessary to prevent unauthorized access to the Confidential Information.
- 5.5 Nothing in the foregoing shall prohibit or restrict the disclosure of any Confidential information to any third parties as required by law or any regulatory authority to which the Organiser is subject to save that in such circumstances, the Organiser shall as soon as reasonably practicable inform MBS of the requirement to make such disclosure.
- 5.6 Upon termination of this Agreement howsoever arising or expiration of this Agreement, the Organiser shall return to MBS all Confidential Information, contained in whatever media, owned by MBS, or ensure the destruction of such media or such Confidential Information as MBS may require.
6. **Representations and Warranties of Organiser.** Organiser agrees to comply at all times with all the representations as set forth in Appendix A.
7. **Limitation of Liability.** MBS' liability for costs or damages allegedly incurred by Organiser arising out of, or in connection with, Organiser's performance of its duties under this Agreement shall be strictly limited to that portion of Organiser's Commission as explicitly set forth herein which may be deemed to be owing. In no event shall MBS be liable for any indirect, consequential, incidental, or punitive damages arising out of, or in connection with, claims made against MBS by Organiser, whether such claims are alleged to have arisen in contract or in tort.
8. **Defense Against Third Party Claims.** The Organiser will defend MBS, and its subsidiaries and affiliates and their respective directors, officers, employees and agents, and MBS's customers to the extent the customers are indemnified by MBS (each a "MBS Party") against any claim or action (collectively, "Claims") arising out of, resulting from, or related to
  - (a) any actual or alleged act, error, or omission, or other conduct by the Organiser, its employees or agents; or
  - (b) any actual or alleged breach by the Organiser of any representation, warranty or other term of this Agreement, including without limitation that as set forth in Appendix A of this Agreement.
8. **Indemnification.** The Organiser will indemnify each MBS Party against any resulting losses, damages, costs, or expenses (including reasonable attorneys' and other professionals' fees and expenses) incurred by or awarded against a MBS Party as a result of a Claim. The Organiser shall be responsible for, and shall indemnify and hold MBS harmless against, all payroll and employment related taxes and withholdings for the Organiser's employees, sub-contractors and other personnel levied upon or attributable to the services rendered hereunder, including but not limited to, worker's compensation, disability and unemployment compensation insurance, and any compensation, contributions, dues, or other remuneration agreed to between the Organiser and its employees, sub-contractors and other personnel or as required by law.

9. **Notification and Defense Obligations.** MBS will promptly notify the Organiser of any Claim for which it seeks indemnity under the terms of this Agreement; however, MBS's failure to give prompt notice will not relieve the Organiser of its indemnity obligation except to the extent that the Organiser shows that the failure actually prejudiced the Organiser. MBS will permit the Organiser to control, in a manner not adverse to MBS, the defense and settlement of any Claim using counsel reasonably acceptable to MBS. MBS may employ counsel at their own expense with respect to any Claim. If MBS employs counsel due to the Organiser's conflict of interest or because the Organiser does not assume control of the defense, then the Organiser will bear the expense. Each party will give reasonable assistance and cooperation to the other party in the defense of a Claim. The Organiser will not admit liability or enter into any settlement that adversely affects a MBS Party's rights or interests without their prior written approval.
10. **English Language; Governing Law; Venue.** This Agreement shall be governed and interpreted in accordance with the law of the Republic of Singapore. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator and the language of the arbitration shall be English. The United Nations Convention on Contracts for International Sale of Goods does not apply to this Agreement.
11. **Gaming and Licensing Requirements.** Organiser specifically acknowledges that Company and its Affiliates are subject to the gaming and licensing requirements of various jurisdictions and is obliged to take reasonable efforts to determine the suitability of its business associates. Organiser agrees to cooperate fully with Company in providing it with any information, of whatever nature, that Company deems necessary or appropriate in assuring itself that Organiser possesses the good character, honesty, integrity, and reputation applicable to those engaged in the gaming industry and specifically represents that there is nothing in Organiser's background, history, or reputation that would be deemed unsuitable under the standards applicable to the gaming industry. If Company, during the Term, is notified by any regulatory agency that the conduct of the business with Organiser will jeopardize Company's or its Affiliates' license or ability to be licensed or if Company reasonably concludes that Organiser fails to meet the above criteria, this Agreement shall terminate immediately upon written notice to Organiser.
12. **Transfer of Personal Data Compliance.** The Organiser agrees not to transfer any Personal Data out of Singapore without MBS' written permission.
13. **Expenses.** The Company will not bear any expenses (airfare, car rental, lodging, license and permit fees etc.) of the Organiser.

#### 14. Termination

##### A. Termination Without Cause

This Agreement may be terminated by either party without cause upon thirty (30) days written notice as provided herein, in which case no payment will be made by MBS to Organiser for any activities or expenses incurred after the effective date of the termination.

##### B. Termination For Cause

This Agreement may be terminated for cause at any time without prior notice by either party. Grounds for termination for cause include, but are not limited to:

- (a) A party's insolvency or bankruptcy not contested by appropriate proceedings;
- (b) Failure to comply with the warranties set forth herein;
- (c) Any material breach of this Agreement, which, for the avoidance of doubt, includes the failure to obtain written permission to act.
- (d) Any false or misleading information provided by Organiser to Company relating to Organiser's background, qualifications or any information provided by Organiser;
- (e) Any false or misleading information provided by Organiser on forms required by Company to be completed by Organiser, at the sole discretion of Company;
- (f) Formal or informal notice from a regulatory agency given to Company that affiliation with Organiser may or will jeopardize the licensing status of Company; or
- (g) The death or disability preventing the provision of services by Organiser for more than sixty consecutive days.


Following termination for cause or no reason, no compensation or reimbursement (if applicable) shall be due or payable to Organiser. For the avoidance of doubt, except as set forth below in this section, Organiser shall be entitled to payment for services and approved, documented expenses as of the date of termination but not for services or expenses incurred after termination.

If Organiser violates the anti-corruption representations of this Agreement or is deemed unsuitable by a gaming control board or regulatory agency, including but not limited to those set forth in Appendix A, no payments to Organiser will be due.

15. **Prohibition on Lobbying.** Organiser is not engaged as a lobbyist, and therefore may not represent itself on Company's behalf or to Company's benefit to any executive, legislative or administrative branches of any governments (except as to media or tourist bodies). :
16. **Unauthorized Representations.** Organiser may neither use a business card nor represent himself orally as the representative or agent of Company, its management or any individual senior official of Company.
17. **Performance Review.** Organiser acknowledges that, from time-to-time, Company shall monitor Organiser's work to evaluate Organiser's professionalism and performance in the conduct of the Services. Any such monitoring may take place by any means thought necessary by Company including observation of the performance of the Services, review of any interim work product at any time or otherwise. Organiser agrees to cooperate completely with any such monitoring or evaluation.  
  
The Term shall not extend beyond the one year anniversary of the date the current Term commenced (and any subsequent yearly anniversary) unless Organiser's work has been deemed satisfactory after evaluation by Company during the applicable year.
18. **Casino Control Act.** The Organiser recognizes that MBS is a licensed casino under the Casino Control Act (Cap. 33A) of Singapore and is subject to the requirements of this Act and its subsidiary legislation. The Organiser undertakes to comply with the Casino Control Act (Advertising) Regulations 2010 in respect of any advertising, promotions or media related events undertaken by it with the rights obtained pursuant to this Agreement. The Organiser agrees to indemnify MBS from all costs, expenses, damages or penalties incurred or suffered as a result of a breach of this Clause.
19. **Rights of Third Parties.** Except as provided for in this Agreement, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement.


**IN WITNESS WHEREOF**, MBS and the Organiser have executed and delivered this Commission Agreement as of the date and year first above written.

**MARINA BAY SANDS PTE. LTD.**

  
Signature 23/7/18

Mr. Michael B. Lee  
Name

Vice President of Sales  
Title

  
Company Stamp

**CONVERGENT INTERNATIONAL  
TRAVEL DEVELOPMENT CO., LTD**

Mike Queck  
Signature

Mr Mike Queck  
Name

Regional Product Director  
Title

  
Company Stamp

## APPENDIX A

- (a) Organiser warrants that all information supplied by Organiser is complete, truthful, and accurate, and that Organiser shall not obtain on Company's behalf or provide to Company any information which is not legally available in the Territory or which is procurement-sensitive, proprietary, or classified where there is reason to believe that possession of such information is unauthorized, illegal, or unethical.
- (b) Organiser agrees to keep accurate books and records, including a full record of all expenses incurred in connection with any business in connection with Company, and that all payments to third parties shall be supported by written, detailed invoices. Company shall have the right, from time to time, to inspect or audit the books and records of Organiser relating to Organiser's activities on behalf of Company.
- (c) Organiser warrants that in performing the duties required under this Agreement, Organiser will comply with the laws, regulations, and published administrative requirements of the Territory (except to the extent inconsistent with, or penalized under, United States law), and the United States, including but not limited to fair competition and anti-corruption laws, and shall not take any action which would subject Company to penalties under United States or Territory laws, regulations, and administrative requirements.
- (d) Organiser warrants that, in connection with the provisions of its services to Company, Organiser has not and will not make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, to any employee or official of any government or any agency or instrumentality thereof in the Territory, including state-owned enterprises, or to any official of any political party, or to anyone acting on such employee's or official's behalf, in exchange for business or unfair advantage.
- (e) Organiser represents and warrants that except as disclosed in writing to Company as to military reservists serving mandatory reserve duty: (i) neither Organiser nor any of Organiser's employees or officers is an official or employee, of the Territory government; an active member of any non-U.S. armed service, an official of a political party, or a candidate for political office; or an officer, director, or employee, or an "affiliate" (as defined in regulations under the U.S. Securities Exchange Act of 1934) of a customer or potential customer of Company; and, (ii) as of the date of execution of this Agreement and during the Term of this Agreement, no Territory government official, and no official of any Territory government agency or instrumentality, is or will become associated with, or will own or presently owns an interest, whether direct or indirect, in Organiser, or has or will have any legal or beneficial interest in this Agreement or the payments made by Company hereunder.
- (f) Organiser warrants that Organiser has not and will not pay or tender, offer, or agree to pay, directly or indirectly, any commission or finder's or referral fee to any person or firm in connection with its activities on behalf of Company.
- (g) Organiser warrants that in respect of any business for which Organiser provides or may have provided consulting services to Company hereunder, Organiser has not paid, or offered, or agreed to pay any political contributions or donations.
- (h) Organiser warrants that Organiser is familiar with, and will comply in all respects with, U.S. laws, regulations, and administrative requirements applicable to Company's relationship with Organiser, including, but not limited to, the Foreign Corrupt Practices Act (FCPA), Export Administration Act, as amended, and the Anti-boycott Regulations and Guidelines issued under the Export Administration Act, as amended, and Section 999 of the Internal Revenue Code, as amended (Anti-boycott Regulations), as well as any applicable anti-corruption, gaming and anti-money laundering laws of Singapore/Macau including but not limited to the rules of the Macau Penal Code that criminalize corrupt conduct and the rules of Law 19/2009 - Law to Prevent and Criminalize

Corruption in the Private Sector, the rules of the United Nations Convention Against Corruption adopted by the UN General Assembly resolution 58/4 of 31 October 2003 and applicable in Macau in accordance with the Notice of the Chief Executive no.5/2006 in Official Bulletin Series II, issue 7 Supplement, 21 February 2006 ("OECD Convention") and all U.S. laws regarding prohibited transactions under the Office of Foreign Assets Control (OFAC).

- (i) Organiser warrants that Organiser will complete, sign, and return to Company, along with the executed Agreement the FCPA Disclosure statement attached to this Appendix B as Schedule 1, and Organiser will immediately provide Company with any supplementary report pursuant to the requirements of Schedule 1. The parties agree that this Agreement will have no binding effect until Company has received the executed Agreement and the duly completed and signed FCPA Disclosure statement.
- (j) Organiser warrants that all information disclosed by Organiser to Company under this Agreement is not confidential and not proprietary to any third party or, if it is confidential or proprietary to a third party, Organiser has the right to disclose such information to Company.
- (k) Organiser warrants that it has the right and authority to enter into, and perform its obligations under, this Agreement, including the right to convey the Work Product and other rights contemplated under this Agreement.
- (l) Organiser warrants that it has no notice of and no reason to believe that the performance of its obligations under this Agreement, (i) will violate any intellectual property right of any third party, or (ii) will conflict with, violate or breach any existing agreements to which Organiser is a party.
- (m) Organiser warrants that it has all necessary rights, authorizations, and licenses to provide the Services and all related materials contemplated under this Agreement.
- (n) Organiser warrants that it has the proper skill, training and background so as to be able to perform such services in a competent and professional manner and that all work will be so performed in accordance with the terms and conditions of this Agreement.
- (o) Organiser warrants that at all times Organiser will act in the best interests of Company and will not take actions which are or may be detrimental to Company in exposing Company to legal risk.
- (p) Organiser represents and warrants that it has not been convicted of or pleaded guilty or entered a nolo contendere or Alford plea to an offense involving fraud, corruption, or moral turpitude, and that it is not now listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government procurement programs.
- (q) Organiser hereby acknowledges that it has reviewed a copy of Company's "Code of Business Conduct and Ethics" and "Supplier Code of Conduct" each available on the website of its ultimate parent, Las Vegas Sands Corp. Organiser warrants and certifies that it fully understands and will comply with Company's policies with respect to international sales transactions and relations with customers and suppliers, and that Organiser will do nothing in the performance of the services required under this Agreement which will be in conflict with such Code of Business Conduct and Ethics and Supplier Code of Conduct. Organiser shall instruct its personnel as to the Code of Business Conduct and Ethics, and Supplier Code of Conduct and shall ensure their compliance therewith.
- (r) To the extent any Services are performed in Macau, Organiser warrants that throughout the Term Organiser will take all necessary steps to comply with all Macau laws and regulations regarding the prohibition of illegal work including but not limited to Administrative Regulation 17/2004. If: (i) Organiser is not; or (ii) any employee of Organiser is not, a Macau resident or non-resident allowed to legally work in Macau under the rules and regulations for the employment of non-resident workers (Law 21/2009 and additional regulations), Organiser or such employee of Organiser will

not be allowed to work more than 45 days in Macau during any 6 month period.

- (s) In performing this Agreement, Organiser agrees to comply with applicable laws, regulations, and administrative requirements of the Territory (except to the extent inconsistent with, or penalized under, United States law), and to not make or permit to be made or knowingly allow a third party to make any improper payments, or to perform an unlawful act. To that end, Organiser will execute all of the certifications required by this Agreement, and agrees to promptly furnish such further certificates as may be requested by Company from time to time. Organiser's obligation under this subsection (s) includes a continuing commitment to furnish such additional information as necessary to ensure the completeness and accuracy of all such information previously requested or provided. Failure or refusal to promptly furnish any requested certificate or disclosure upon request from Company or as required hereunder may be the basis for immediate termination of this Agreement.
- (t) Organiser agrees to give written notice within twenty-four (24) hours to Company in the event that, at any time during the Term of this Agreement, (i) Organiser has or believes it may have failed to comply with, or has or believes it may have breached any of its warranties hereunder, or (ii) it is alleged that Organiser has made improper payments in connection with its performance of this Agreement. In the event Organiser has not so complied with any of the anti-corruption warranties, or has breached any of Organiser's anti-corruption warranties hereunder, or such allegation of improper payments is made, this Agreement shall be null and void from the time of such non-compliance or breach. The foregoing warranties shall survive the termination of this Agreement and shall continue in effect with respect to all business activities of Company in the Territory until all such activities have ceased.
- (u) Organiser acknowledges that under Company policy, it will neither make nor promise any gift or benefit of any type, including meals and entertainment without written pre-approval by Company through the Contract Monitor.

BY: Mike Queck

**CONVERGENT INTERNATIONAL TRAVEL DEVELOPMENT CO., LTD**

Date: 18th July 2018

## SCHEDULE 1

### FCPA Disclosure Statement

**CONVERGENT INTERNATIONAL TRAVEL DEVELOPMENT CO., LTD.** ("ORGANISER") hereby certifies that it has paid, or offered or agreed to pay, or has caused to be paid, or offered or agreed to be paid directly or indirectly, in respect of this Agreement the following political contributions, fees, and commissions:

I. (State "none" if no political contributions, fees, or commissions have been paid, or offered or agreed to be paid or caused to be paid.) \_\_\_\_\_

If ORGANISER has made any entry in space I. above, ORGANISER shall furnish further information detailing such contributions, fees and or commissions in space II.

II. (State "Not Applicable" if no entry has been made in space I.) \_\_\_\_\_

ORGANISER further certifies that it has not and will not offer, pay, promise to pay, or authorize the payment of any money, or offer, give promise to give, or authorize the giving of anything of value to an official, including employees and officials (appointed or elected) of any government, agency, instrumentality or state owned enterprise (as defined in the Foreign Corrupt Practices Act, as amended), to any political party or official thereof or any candidate for political office, or to any person, while knowing or being aware of a high probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any official, to any political party or official thereof, or to any candidate for political office, for the purposes of:

(a) Influencing any act or decision of such official, political party, party official, or candidate in his or its official capacity, including a decision to fail to perform his or its official functions; or

(b) Inducing such official, political party, party official, or candidate to use his or its influence with the government or instrumentality thereof to affect or influence any act of decision of such government or instrumentality, in order to assist Company or ORGANISER in obtaining or retaining business for or with, or directing business to Company or ORGANISER or to obtain an unfair advantage.

ORGANISER further agrees that if subsequent developments cause the certifications and information reported hereinafter to be no longer accurate or complete, ORGANISER will immediately furnish Company with a supplementary report detailing such change in circumstances.

BY: Mike Queck

**CONVERGENT INTERNATIONAL TRAVEL DEVELOPMENT CO., LTD**

DATE: 18th July 2018



**APPENDIX B**  
**FOREIGN CORRUPT PRACTICES ACT (FCPA)**  
**&**  
**Anti-Corruption Laws**  
**Policy Background**  
**to**  
**LVSC Anti-Corruption Policy**

**Background**

Almost more than any other law of the United States, the U.S. Foreign Corrupt Practices Act (“FCPA”) of 1997 influences how U.S. companies and U.S. persons conduct business at home and outside our borders. Since the FCPA’s passage, over 100 countries and the United Nations have adopted similar anti-corruption laws, including both Singapore and Macao in which Company affiliates and personnel operate.

The FCPA was designed to deter the corruption of government bidding, contracting and regulatory processes outside the United States. Like most of the anti-corruption laws that followed, the FCPA has both criminal and civil penalties. The statute contains both anti-bribery and accounting/internal controls provisions. The core of its anti-bribery component forbids companies and their personnel from corruptly offering, promising, paying, or authorizing the payment of anything of value to any non-U.S. official, directly or indirectly, to influence that official in the performance of his or her official duties in awarding business or implementing regulations or in obtaining an “unfair advantage.”

The FCPA’s accounting provisions require public companies to maintain accurate **books & records** to ensure transparency and facilitate auditing to detect and prevent such corruption. The law also requires that companies institute a system of **controls** to ensure that there is management accountability for how the company spends money.

**What does “anything of value” really mean?** It means cash in-kind. Currency, checks, wires, chips, rooms, upgrades, entertainment, food & beverage, drinks, transportation (limo, ferry and plane), discounts, commemorative picture books, Christmas, wedding and birthday gifts, mooncakes, employment for a relative and anything else that has value to the recipient, including even intangible things such as enhancing an official’s status in the community by virtue of a charitable donation to a cause in which the official or a family member of the official has a leadership role. The benefit given to the official need not have any monetary value whatsoever. The Company’s Anti-Corruption Policy (“ACP”) is designed to help assist Team Members and Covered Persons and affiliates in those circumstances where providing a thing of value does not violate the FCPA or other applicable anti-corruption laws.

**What does directly or indirectly mean?** Directly is from us to the official. Indirectly is from us to the official through any third-party (on our behalf) or to the official’s benefit, e.g., through a relative, friend, business, business partner, agent, etc. Whether we understand if there is a relationship or not, we are expected to conduct reasonable inquiries to make sure we know with whom we are interacting and that we are not making such a payment. It also means that hiring a relative or friend of a government official may be deemed to be indirectly providing something of value which is why we use special due diligence procedures in such circumstances.

**WHO IS A FOREIGN GOVERNMENT OFFICIAL?**

A government official includes all elected or appointed members of government, as well as paid, full-time employees of a government department or agency (whether in the executive, legislative or

judicial branches of government and whether at the national, state/provincial, or local level), no matter how junior the position. For example, a clerk who processes work/residence permits at a government agency is considered a government official under the FCPA.

Government officials can also include part-time workers, unpaid workers, individuals not having an office in government facilities, and anyone “acting in an official capacity” – that is, acting under authority from the government to carry out government responsibilities.

The statute also includes political parties and their officers within the group that cannot receive things of value.

The terms has been interpreted by courts to include officers and employees of companies which have government ownership or control – state-owned enterprises – such as employees of a state-owned hospital, airline or utility company.

### **THIRD-PARTY ORGANISERS, REPRESENTATIVES, CONTRACTORS, AND OTHER VENDORS**

As a practical matter there really is no such thing as a truly independent contractor under U.S. law in this context. When a third-party acts on the Company’s behalf, the Company is responsible for that party’s conduct. Under the FCPA and most anti-corruption laws, the Company may be held liable for any improper payments made by a third-party that has been retained by the Company, even if the Company did not authorize such payments. The Company seeks to reduce the risk presented by third-parties through the use of “best practices”: safeguards, which include due diligence, business justifications for compensation levels, contractual safeguards and penalty provisions, individualized responses to any “warning flags,” certifications, and audit rights. Third-parties that have dealings with government officials on behalf of the Company, particularly those whose compensation is success-based, are subject to careful pre-hiring review procedures and post-hiring monitoring. The Company will accept no services from such third-parties without a written contract in place.

### **RECORD-KEEPING AND INTERNAL CONTROLS**

As expected in our highly-regulated business, careful recordkeeping and internal accounting and financial controls are central to our business, compliance, and customer confidence.

In short, our business and financial systems must assure that the Company’s assets are never expended in a manner that is inconsistent with the foregoing policies or the directives and policies of Company management. All employees are expected, as a condition of their continued employment, to comply fully with the Company’s policies, including its Anti-Corruption Policy, procedures, and internal financial controls.

**Violations of the policies and controls based on these laws can have severe civil and even criminal consequences for individuals and the Company. Violations of the policies and controls based on these laws will also result in discipline up to and including terminations.**

Any questions about the FCPA should be immediately directed to the Company’s Compliance or Legal Departments.

## APPENDIX C

Name of Event	("Event Period")		Room Rates
	Arrival Date	Departure Date	
Feb 05 Group	Feb 05, 2019	Feb 06, 2019	SGD699.00
Feb 06 Group	Feb 06, 2019	Feb 07, 2019	SGD699.00
Feb 07 Group	Feb 07, 2019	Feb 08, 2019	SGD699.00