



**IMPERIAL HOTEL**  
TOKYO

## Accommodation Contract

**Convergent International Travel Development Company limited /**

**Imperial Hotel Agreement**

**July 10,2019 until September13,2019**

### Article 1. Parties/Description of the Group and the Accommodation

This contract ("Contract") is made as of {July 4,2019 } by and between "ORGANIZATION" ("the Group") and "Imperial Hotel, Ltd" (the "Hotel") (collectively the "Parties").

### Description of Group and Accommodation

Booking Name	Convergent International Travel Development Company limited
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Organization Name	Convergent International Travel Development Company limited (the "Group")
Address	Room 1407A, Sinocentre, No, 582 Nathan Road, Mongkok, Hong Kong
Company Contact	Ms. Vivian Ma
Contact Phone	86-15975537601
Contact Fax	
Contact email	vivian.ma@huizhi-intl.com

Property Name	Imperial Hotel, Ltd. (the "Hotel")
Address	1-1-1 Uchisaiwaicho, Chiyoda-ku, Tokyo, Japan
Company Contact	Chunni Wang
Contact Phone	03-3539-8712
Contact Fax	03-3504-1288
Contact email	chunni.wang@imperialhotel.co.jp

**Article 2. Guest Room Accommodations****1. Room Blocks**

This Contract applies to the following number of guest rooms (the "Room Blocks"); provided however that this section does not warrant the accuracy of the following table. It is hereby noticed by the Parties that all terms and regulations concerning room usage are based on the attachments "Terms and Conditions for Accommodation Contracts" and "House Regulations".

Date	July 10,2019 until September13,2019
Room	Standard
Room Blocks	Daily 5 rooms

Total Room Blocks: 330

※ This Contract applies to the stay period indicated below.

Check in : From 14:00 of the arrival date

Check out : Until 12:00 of the departure date

※ Reservation will be made by the following method (check any that may apply):

Rooming List

**2. Guest Room Rates**

The Hotel confirms the following special rates (the "Rates") as the guest room rates for the Group.

(Standard · Single Use)	R/O ¥ 31,168 R/B ¥33,422
(Standard · Twin Use)	R/O ¥ 33,622 R/B ¥38,620
(Standard · Triple Use)	R/O ¥ 43,616 R/B ¥52,240

The Rates quoted are based upon the information provided at the time of booking. The Rates include the Hotel's service charge, which shall be ten (10) % of the Rates, the consumption tax, which shall be eight (8) % of the sum of the Rates and the Hotel's service charge, and accommodation tax, which is not applicable when the sum of the Rates and the Hotel's service charge for a single accommodation is less than ten thousand yen (¥10,000), one hundred yen (¥100) per night when the sum of the Rates and the Hotel's service charge is ten thousand yen (¥10,000) or more but less than fifteen thousand yen (¥15,000), two hundred yen (¥200) per night when the sum of the Rates and the Hotel's service charge is fifteen thousand yen (¥15,000) or more. The Hotel may charge the above rates without providing notice.

Commission:10%.

**3. Cut-Off Dates**

The Room Blocks will be reviewed periodically by both Parties hereto. The cut-off dates for the Room Blocks is July 10 ,2019 ("Cut-Off Dates"). After this date, any unused rooms will be released. Increasing Room Blocks after July 10 ,2019 may be accepted on a space available basis only, at the rates which the Hotel offers at the time.

#### 4. Guest Room Attrition/ Cancellation Policy

The Group may cancel the Room Block without any penalty before the date listed below. If the Group cancels the room on or after the Cut-Off Dates, the Group agrees to pay cancellation charges based on the following table.

		No show	Arrival date	1day prior	9days prior	20days prior	other
Groups	1~9*	100%	80%	-	-	-	
	Over 10*	100%	100%	80%	20%	-	

\* The number of the persons for whom the Group's booking was made for accommodations.

- ※ The cancellation charges will be calculated from the day that the Hotel receives notification of cancellation.
- ※ The percentages on the above table are percentages of the basic room charge.
- ※ When a part of the Group's booking (of fifteen (15) or more persons) is cancelled, cancellation charges shall not be charged for the number of persons equal to ten (10) % (rounding down any fractional amounts) of the total number of the persons, for whom the Group's booking was made for accommodations. The total number of the persons, for whom the Group's booking was made for accommodations shall be calculated as of the 10<sup>th</sup> day prior to the first arrival, or the day of the booking if the Group books on a day within ten (10) days before the arrival.
- ※ Different cancellation charges may be applied for specific groups or special packages arranged by the Hotel.
- ※ The Hotel shall not be entitled to any cancellation charges for the Group's failure to check in on the arrival date due to earthquake, fire, riot, explosion, governmental order or restrictions, or any other circumstance beyond the control of either party.

#### 5. Billing Arrangements

The Hotel shall establish a master account for any charges that are specifically authorized by the Group (the "Master Account"). The Master Account shall be only used to charges for guest rooms, food and beverage (including additional orders), and other requested services related to the Accommodation.

### Article 3. Cancellation Policy

1. If any of the reservations hereunder are cancelled because of the Group's circumstances and/or

forced to be cancelled due to the Group's breaches of the provisions hereof, the Group shall pay cancellation charges and penalties described in Article 2-4 of this Contract.

Both Parties shall commercially make a reasonable effort to meet with and consult with each other so as to define the burden of responsibility for cancellations due to earthquake, fire, riot, explosion, governmental order or restrictions, or any other circumstance beyond the control of either Party.

The Hotel may apply any deposits paid in advance by the Group to any cancellation charges.

The Hotel shall not cancel this Contract in order to book another group.

## 2. Payment Due Date

The Hotel will block the whole estimated amount on the corporate credit card from Convergent International Travel Development Company limited on 15 July ,2019 to the arrival as a means of guarantee. The amount will be charged to the credit card as soon as the group departs the hotel.

## Article 4. Responsibilities

1. The Group shall comply with the contracts, regulations or any other instruction from the Hotel when using the guest room, or any other facilities of the Hotel.
2. If additional cleaning, which the Hotel considers to be over and above normal cleaning requirements, is necessary due to the Group's use of the Hotel facilities (including, without limitation, guest rooms or any other facilities of the Hotel), the Group shall pay the actual expense for the additional cleaning.
3. If the Group causes any loss, damage or injury to the Hotel's property or to any person (whether occurring when using guest rooms, or any other facilities of the Hotel), the Group shall immediately inform the Hotel of such loss, damage or injury.
4. The Group and/or any of the Group's employees, agents, contractors, guests, or any person attending the Accommodation shall not bring any food and/or beverage into the Hotel without the prior written consent of the Hotel.
5. If the Group breaches from Article 4-1 to 4-4, the Hotel may cancel all reservations related to the Group. In such case, the Hotel has no obligation to return any fees paid in relation to the Accommodations by the Group up to the time of cancellation. The Group shall compensate the Hotel for all damages (including, without limitation, claims made by third parties and credit-related problems) arising from the cancellation.
6. If the Group causes any damages to guest rooms, and/or items in the Hotel facility (including,

without limitation, the breakage of equipment in guest rooms and/or any other facilities, and/or injury to the Hotel's staff who act under the Group's direction, order or control in the Hotel), the Group shall compensate the Hotel for the Hotel's damages.

#### **Article 5. Prohibited**

The Group shall refrain from any of the following, all of which are forbidden.

- ① Possession of pet animals such as dogs, cats and birds (except for seeing-eye dogs, care dogs, and/or hearing assistance dog);
- ② Possession of inflammable or other dangerous substances and/or malodorous substance;
- ③ Any conduct running counter to the laws, public order and custom or causing a nuisance to other guests of the Hotel;
- ④ Entertainment that causes loud noise and/or vibrations;
- ⑤ Relocation of fixtures;
- ⑥ Use of the guest room for any other purpose than that specified and agreed upon in making the reservation;
- ⑦ Wearing Yukata (Japanese Kimono-robe), bathrobe and/or slippers in the public space of the Hotel.
- ⑧ Distributing advertising or publicity material or selling items within the Hotel, without the prior approval of the Hotel.
- ⑨ Taking photographs, films and/or video tapes in the public space of the Hotel and using them for business purposes without the prior approval of the Hotel.
- ⑩ Any other act forbidden by law and other regulations.

#### **Article 6. Security and Public Health**

The Hotel warrants to the Group that all guest rooms, and other facilities, along with any food and other services which the Group receives, are safe and conform to the applicable Public Health, Safety and Food Sanitation laws.

#### **Article 7. Alienation**

Neither Parties may alienate any of its rights or obligations contained herein, either in part or as a whole, without written consent by the other Party, which shall not be unreasonably postponed or withheld by the other Party.

#### **Article 8. Cancellation of the Contract**

Either Party may immediately cancel this Contract without any notice, pursuant to the following.

- ① In the accommodation the other Party breaches the provision hereto and continues to neglect any written notice to perform the obligations hereunder;
- ② In the accommodation bankruptcy, corporate reorganization or rehabilitation, or liquidation is

commenced upon the other Party;

- ③ In the accommodation any attachment, provisional seizure, provisional disposition or compulsory execution is effected; or
- ④ In the accommodation the other Party is merged into another company, or is ordered to suspend business by the government.

#### **Article 9. Forfeiture of Benefit of Time**

If any of the provisions of the above Article 8 become applicable to a Party or if the Hotel cancels this Contract pursuant to the provisions of Article 10, the Party to whom Article 8 is applicable or the Group subject to cancellation by the Hotel pursuant to Article 10, whichever the case may be, forfeits the benefit of time without any notice and shall immediately pay the entire amount which it owes due to such cancellation, as such amount is specified in this Contract.

#### **Article 10. Concerning Organized Crime Group or Actions Distracting Social Order**

If any of the conditions below are found to apply to the Group or any person attending the accommodation after both Parties have executed this Contract, the Hotel may cancel this Contract immediately.

- ① Any Organized Crime Group, as designated by the Prefectural Public Safety Pursuant to the Act on Prevention of Unjust Acts by Organized Crime Group Members (enacted on March 1, 1992) or the members of such groups.
- ② Any antisocial group or the members of any such group, or any other organized crime group, extremist group or the members of any such groups.
- ③ Any persons who perform and/or performed any act of violence, threats, intimidation, unjust demands, or any other similar action thereof.
- ④ Any persons who appears to cause fear, anxiety and/or injury to other guests, and/or who are unable to care for themselves (including, without limitation, person who is insane or who have diminished capacity due to being under the influence of drugs or alcohol).
- ⑤ Any persons who, while in the Hotel, cause other guests or individuals anxiety and/or to be disrupted through belligerent, loud, improper, or any other inappropriate actions, and/or who engage in gambling or any other activities detrimental to public order and morals.

#### **Article 11. Insurance Liability/Indemnification**

The Group and the Hotel each agrees to carry adequate liability and other insurance protecting itself from any claims arising from any activities conducted at the Hotel during the accommodation. Each of the parties hereto shall protect defend, indemnify, and hold harmless the other, together with their affiliates and employees, against and from all claims, damages, losses, and expenses, including but not limited to attorney's fees, by reason of any suit, claim, demand, judgment or cause of action initiated by any person, arising or alleged to have arisen out of the

performance of their respective obligations under this Contract.

#### **Article 12. Force Majeure**

Either Party may terminate this Contract without penalty or compensation to the other Party by notifying the other Party within ten (10) days of the occurrence of any of the following events if any such events affect performance under this Contract:

- ① Governmental order or restrictions;
- ② Strikes, sabotage, or other labor disturbances (except for those involving the employees and/or agents of either Party);
- ③ Riot, revolution, explosion, or embargo;
- ④ War, warlike conditions (including acts of terrorism);
- ⑤ Disaster, earthquake, or any other acts of God; or
- ⑥ Any other conditions aside from ① through ⑤ of this Article that make it impossible to use the facilities of the Hotel that are not the fault of either party.

#### **Article 13. Governing Law and Jurisdiction**

This Contract shall be governed by the laws of Japan (including, without limitation, health and security) when dealing with any disputes or problems arising from interpretation, execution, or the effect of this Contract.

Both parties hereto agree to submit to the exclusive jurisdiction of the Tokyo District Court of Japan with respect to any disputes, claims, or judgments between the Parties related to this Contract.

#### **Article 14. Compliance with Laws**

The Group agrees to cooperate with the Hotel and any relevant government authority to comply with such laws. Notwithstanding any provision of this Contract, if any provision of this Contract is found to be unenforceable or void, other provision hereof will not be affected.

#### **Article 15. Entire Agreement**

This Contract along with "Terms and Conditions for Accommodation Contracts", "House Regulations", and any other attachment constitutes the entire agreement between both parties with respect to the subject of the Accommodations and supersede all prior and contemporaneous proposals, whether oral or written, negotiations, representations, commitments, and other communications between both Parties related to the Accommodation. This Contract may be concluded, amended, modified, or repealed only by writing signed by authorized representatives of both Parties.

#### **Article 16. Effect of This Contract**

Both Parties agree that for purposes of this Contract and any amendment or modification thereto, or for any other notice or communication between both Parties, signatures sent or received by facsimile transmission or by Electronic Mail will be considered enforceable and valid as an original signature by the Party signing.

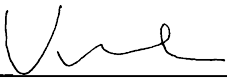
**Article 17. Effective Date**

The effective date of communications between the Parties will be determined as follows;

- ① Communications sent via postal mail, private courier service or Electronic Mail will be effective as of the date dispatched;
- ② Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

The undersigned are authorized to sign and enter into this Contract as of the date first above written.

The Group: Convergent International Travel Development Company limited

By: 

Name: Vivian Ma

Title: Senior Product Manager

The Hotel: Imperial Hotel, Ltd

By: 

Name: Kei Ayukawa

Title: Deputy Director, International Sales