

Trip.com Group General Distribution Agreement

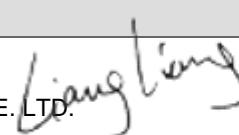
This Agreement is entered and executed by _____(hereinafter referred to as "Partner"), owner of the operator of Propertie/s(hereinafter referred to as "Property") Villa Thaifa, and Trip.com Travel Singapore Pte. Ltd. (hereinafter referred to as "Trip") on 26/01/2026. Partner and Trip are each referred to herein as a "Party", and collectively as the "Parties".

On the basis of equality, willingness and mutual understanding, Partner and Trip have reached a mutual agreement on the reservation service of the Partner rooms. Both Parties have a profound understanding of the clauses stated in this Agreement as well as their rights, obligations and responsibilities when signing this Agreement.

This agreement shall be effective from the date of signing and shall remain valid unless it is terminated by either Party pursuant to the terms of this Agreement or replaced by a new contract entered into by and between the Parties. Either Party shall authorize a person in charge of all matters with regards to this Agreement.

This Agreement is executed in duplicate copies and each Party holds an authenticated copy of the Agreement. Meanwhile, it shall supersede any prior oral and written correspondences between the Parties.

Partner	
Partner (stamp):	Authorized Representative (in printed form): Signature: Email Address:
Address:	

Trip	
Trip (stamp): TRIP.COM TRAVEL SINGAPORE PTE. LTD. 	Authorized Representative (in printed form): Liangliang Du Signature: Email Address: 
Address: 30 Raffles Place, #29-01 Singapore 048622	

1. DEFINITIONS

1.1 Commission: The fees payable by Partner to Trip for the provision of Trip's services.

1.2 Data Transfer Addendum: The Data Transfer Addendum, together with its Schedules, as set out in <https://ebooking.ctrip.com/htlUniv/SytUniversity/articleDetailHT?articleId=3292> or other forms as provided by Trip to Partner.

1.3 eBooking System: The online Trip eBooking System which can be accessed by Partner (after identification of the username and the password) through Websites for the purpose of uploading, changes, verifying, updating and/or making amendments to Property and Room Information (including Rates and availability) and reservations.

1.4 Fees: All mandatory fees, costs or charges imposed by Partner on Guests (other than the Rates and Taxes) that such Guests must pay in order to stay at the Property, including, but not limited to resort fees, regardless if the fee is collected by Partner directly. Fees do not include extra person charges, fees, any additional, applicable Taxes or amenities, and also do not include the Rate for any additional services that Guests may choose to pay for (e.g. in-room-dining or spa treatments) or any service charges or other fees Trip may charge to Guests.

1.5 Fenced Booking: A booking of a room by a Guest through the Trip System that: (i) is made by the same guest who also has booked or books another lodging component or a car-hire, airfare, rail ticket or other non-lodging component ("Cross Booking"), (ii) is of a Rate or Rate Plan presented so that the Property name, flag affiliation (if any) and precise location are withheld from the Guest until the Guest has paid for the room (an "Opaque Booking"), or (iii) is of a Rate or Rate Plan that is not targeted to all users of the Trip System or that is not available to all users of the Trip System ("Closed User Group Booking").

1.6 Guest: A visitor of the Websites or a customer or guest of Partner.

1.7 No Show: A situation under which the Guest neither checks in at the Property before the latest available check in time, nor cancels the reservation prior to the latest possible cancellation time.

1.8 Party or Parties: Partner and Trip, individually or collectively, as the case may be.

1.9 Property and Room Information: All information, including availability information, photographs, trademarks, names, trade names, logos, descriptions, and other content or material (a) provided by Partner, (b) entered into eBooking System and/or Websites by Partner, (c) displayed or otherwise made available by Partner on its website(s) or any third party or social networking site, or (d) otherwise obtained by Trip or any of its affiliates with Partner's knowledge and/or consent.

1.10 Rate: (i) The amount paid or payable by a Guest including extra person charges but not including any Fees or Taxes, or any charges or fees imposed on Guests by Trip in respect of clause 2.4.1, (ii) The amount paid or payable by Trip in respect of clause 2.4.2.

1.11 Rate Plan: The applicable Rate and associated booking conditions, including Fees, attached to each relevant room type available through the Trip System.

1.12 No Parity Countries/Regions: Australia, Austria, Belgium, Czechia, Estonia, France, Germany, Japan, Italy, Portugal, Russia, Switzerland, and such other jurisdictions as from time to time indicated by Trip.

1.13 Wide Parity Countries/Regions: The United States and such other jurisdictions as from time to time indicated by Trip.

1.14 Narrow Parity Countries/Regions: All countries and regions, with the exception of No Parity Countries/Regions and Wide Parity Countries/Regions.

1.15 Reservation Details: Details pertaining to a Guest reservation for Property room(s), and must, at the minimum, include the following: date of arrival and departure, the number of room(s), the room type, the Rate, the Guest's name, and any specific request(s) made by the Guest.

1.16 Tax or Taxes: Any sales, use, value-added, occupancy, hotel, lodging, tourism, excise, gross receipts, ad valorem, goods and services, and other taxes, however designated, and other transaction taxes or fees of any kind (including any related interest, penalties and additions to tax) imposed with respect to travel-related services in any country, state or locality.

1.17 Prepay Booking: A booking by a Guest, through the Trip System for which Trip is responsible for charging and/or collecting payment from the Guest for such booking at the time the booking is made.

1.18 Pay at Partner Booking: A booking by a Guest through the Trip System, but Trip will not collect any advance payments from the Guest at the time of such booking. Partner acknowledges that it will be responsible for collecting all relevant Fees directly from the Guest at check-in. For each Pay at Partner Booking, Trip will collect the Commission in the manner described in clause 5.2.

1.19 Trip System: the software, databases, products, and other components that make up the services marketed by Trip and/or any of its affiliates to enable Guests to shop for, reserve, book, and/or pay for travel and/or accommodation and related services through a computer, telephone, other interactive device, or other booking channel.

1.20 Websites: www.trip.com and Trip's affiliated entities and/or business partners' websites, mobile apps and other services under their operation.

2. ROOMS AND RATES

2.1 Rooms

Partner agrees that Partner will at all times make all un-booked rooms available for display on, and booking through the Trip System (i.e., last room availability). The Parties agree that Trip will be permitted to make rooms available for booking in its discretion as Prepay Bookings, and/or Fenced Bookings. Partner shall provide Trip with available inventory for displaying and booking. Trip shall provide booking confirmation to a Guest when the said Guest's booking falls under the valid available inventory. Partner shall accept the Guests' bookings within if they fall within the valid inventory, failing which, Partner shall compensate all the reasonable costs and expenses incurred to Trip.

2.2 Fair Competition

2.2.1 Wide Parity

If Partner's Property is located in the Wide Parity Countries/ Regions, Partner agrees that the Rates and Rate Plans provided under this Agreement will be equal to or better than the rate that the Partner makes available through all other sale channels, including but not limited to Partner's own website(s) and any online third-party booking or distribution channels. Any rules, restrictions, policies, and/or conditions (including rules associated with cancellation) applicable to any rooms that Partner makes available for Trip shall be no more restrictive than those applicable to any comparable room that Partner makes available through all other sale channels, including but not limited to Partner's own website(s) and any online third-party booking or distribution channels.

2.2.2 Narrow Parity

If Partner's Property is located in the Narrow Parity Countries/ Regions, Partner shall ensure that the Rates and Rate Plans provided under this Agreement will be equal to or better than the rate that Partner makes available on its own online sale channels. Any rules, restrictions, policies, and/or conditions (including rules associated with cancellation) applicable to any rooms that Partner makes available for Trip shall be no more restrictive than those applicable to any comparable room that Partner makes available through their own online sale channels.

2.2.3 No Parity

If Partner's Property is located in No Parity Countries/Regions, Wide Parity and Narrow Parity shall not apply.

2.3 Rate Information

Partner shall authorize Trip to calculate on Partner's behalf, and in accordance with this Agreement, the Rates, together with any Fees, Taxes, or other amounts payable, based on information provided by Partner through the eBooking System. Any such action by Trip to derive such Rates, Fees, Taxes, or other amounts on Partner's behalf shall be deemed to be Partner's action, for purposes of this Agreement. Partner shall clearly specify the types and the amounts of Taxes in its Rate quotation provided to Trip. Notwithstanding the foregoing, Partner shall immediately notify Trip if Partner believes that Trip has incorrectly derived any Rates, fees, charges or other amounts relating to Partner rooms. Partner agrees to honor the bookings at the Rates set up in the eBooking System (together with the relevant Fees and/or Taxes) at the time such bookings occur. Partner agrees to update the Rates, applicable Tax rates, Fees or inventory in accordance with this Agreement. Partner agrees that Rates and Fees will not unlawfully increase in reaction to the occurrence or threatened occurrence of force majeure. Where a Guest or any of his/her relatives is unable to check in as scheduled due to epidemics, diseases, accidents or other unexpected reasons, Partner shall cancel the reservation free of charge, and shall not require the Guest to pay any Fees or surcharges. Any restrictions on sales channels shall be specified in the Agreement, or otherwise Partner shall be deemed to accept the sales channels adopted by Trip.

2.4 Rate Type

2.4.1 Standard Price

The commission percentage shall be calculated as **15%** of the Rate inclusive of taxes and Fees. For each room night covered by a Prepay Booking or Fenced Booking, Trip will be entitled to Commission equal to the commission percentage of the Rate. The Parties agree that the Commission may be increased at Partner's discretion.

2.4.2 Package Rate

Partner shall provide a Package Rate in the promotion section of the eBooking system, which shall be at least a 10% discount from the Standard Price.

3. ROOM RESERVATION

3.1 Guest Experience

Partner shall treat Guests equally as Guests who make reservation on the public rates of the Property, including but not limited to the handling of an overbooking situation and the allocation of rooms to Guests (in terms of bedding option, size of the room). If Guests complain about relocation due to an overbooking situation, Partner will need to compensate all the reasonable cost and expenses of the affected Guests.

3.2 Cancellation

The cancellation and No Show policies the Partner offer shall be at least as favorable as any cancellation or No Show policies offered by Partner through their own or any third-party booking or distribution channels. Trip can cancel a booking at any time within dedicated time frame governed by Partner's cancellation policy. Partner shall not cancel any booking without notifying Trip prior and shall not encourage Guests to cancel booking(s). If Partner does not enter their cancellation policy into the eBooking System, Trip's default cancellation policy will be applied. Trip is entitled to the Commission for No Shows, cancellations within deadline or similar booking modifications.

3.3 Overbooking and Complaints

3.3.1 If Partner is, or has reason to believe that it will be, unable to confirm a booking within valid inventory updated via a dynamic connection, or rejection of a previously confirmed booking, Partner shall notify Trip immediately, and (i) upgrade Guests to alternative rooms of equal or higher category in the same Property at the expenses of Partner. (ii) If the Partner is unable to meet the requirement under item (i), Partner shall relocate guests to a comparable property with an equivalent or higher Trip star rating in the same district after getting approval from Guest via Trip. After the alternative property has been offered, the Guest has discretion to either accept or reject it. In case of rejection of the offer, the compensation will not be waived. Partner shall pre-pay or make other arrangements to cover the room charges at such property for the nights in question and all transportation and associated relocation costs to such property. Partner shall not charge any costs relating to the above upgrade or relocation to Trip or Guest. (iii) Trip reserves the right to proceed with the actions under items (i) and/or (ii) above directly on behalf of Partner, in which case Partner shall reimburse Trip for all reasonable cost and expenses (e.g. cost of alternative arrangements, transportation, telephone costs) incurred by Trip in securing alternative accommodations and other associated relocation costs.

3.3.2 Partner shall ensure a smooth check-in upon Guest arrival. If Partner is unable to honor a booking in the event of Guest unable to check-in into a particular room category with a valid confirmation, Trip reserves the right to perform clause 3.3.1 accordingly.

3.3.3 If Partner increases the room rate after confirmation without notifying and obtaining approval from Trip, Partner shall honor the lower price with the original reservation, failing which, Partner shall compensate Trip and the Guest all the reasonable cost and expenses.

3.3.4 For any overbooking complaints where Trip has already provided compensation to affected Guests, Partner shall reimburse Trip for the compensation within THIRTY (30) days upon receiving Trip's written request.

4. LOADING AND DISPLAY OF RATES AND INFORMATION

4.1 Property Information

Partner agrees to use the eBooking System to enter or modify all relevant information relating to Rates, availability, applicable Tax rates, Fees, Property and Room Information, cancellation and No Show policies, account information, and notice practices, each to the extent necessary to enable Trip to properly display relevant information about Property rooms and otherwise as permitted or required under this Agreement. Partner's login ID and password of eBooking System shall be sent to a designated person by Partner as the contact person registered in the eBooking System, and Partner shall be solely responsible for using the eBooking System and managing its account thereof.

Partner shall be responsible for the accuracy of Property and Room Information, and guarantees Trip that Property and Room Information is legitimate, reliable and an accurate reflection of Property and offerings, and such information does not infringe or in any way infringe on the lawful rights of any other third party. Partner agrees to advise Trip immediately in writing if any such information is incomplete or inaccurate. Partner agrees that Trip may display Property and Room Information on the Websites without being charged any extra fees or being exposed to any potential liabilities; otherwise, Partner agrees to compensate Trip losses and all reasonable costs and expenses.

4.2 Trip Star Ratings

Subject to applicable laws and regulations, Partner agrees that (i) Trip will make the final determination of the Trip star rating assigned to the Property, and (ii) the Trip star rating assigned to the Property may be changed by Trip from time to time in Trip's sole discretion in view of Trip's valid reasons and/or circumstances. In the instance the Property has an officially registered star rating by an external third party, Partner agrees to provide such star rating, and its source, to Trip.

4.3 Trip Platform Rules

Trip will publicize the platform rules and changes thereto by way of notifications in the eBooking System and the Websites (the "Platform Rules"). Partner agrees that Trip shall be deemed to have completed its written notification upon publication of the Platform Rules relating thereto, and unless otherwise stated in the Platform Rules to be published, they will be deemed effective seven (7) days after notification. Partner shall comply with the Platform Rules and communicate with Trip immediately if there is any objection. If Partner continues using the services provided by Trip, including but not limited to activities such as uploading any Property and Room Information from time to time, Partner shall be deemed to have agreed to the changed rules. As integral parts of this Agreement, the Platform Rules shall prevail over other terms under this Agreement in case of any discrepancy.

5. PAYMENT

5.1 Payment for Prepay Booking

Trip will collect advance payment of relevant amounts from Guests at the time of booking. For bookings applicable to commissionable rate in aspect of clause 2.4.1, Partner will be entitled to an amount (the "Prepay Amount") equal to the Rate minus the Commission and plus taxes applicable to the Property and Fees. For bookings applicable to the package rate in aspect of clause 2.4.2, Partner will be entitled to an amount (the "Prepay Amount") equal to the package rate plus taxes applicable to the Property and Fees.

For each Prepay Booking, Trip shall remit to Partner the Prepay Amount paid by the Guest (except to the extent Trip is required to pay such Taxes directly to the applicable tax authorities). If the final calculations do not tally between the Parties, the record from Trip shall be taken as valid and binding. Partner has the right to appeal by presenting the evidence.

Trip reserves the right to make changes or updates to the eBooking System, payment methods and/or invoicing requirements at any time. If a Guest has already paid a room fee to Trip, when the Guest arrives at the Property, Partner shall not charge the Guest again. If Partner does not charge the relevant VCC or collect a payment to Trip in accordance with this clause for any amounts for a Prepay Booking within 12 months of the date after check-out, cancellation or no-show, then neither Trip nor the Guest will have any further obligation related to such booking.

The following options are available for Partners to collect the Prepay Amount:

- (i) Partner is allowed to collect the Prepay Amount via the option agreed by the Parties.
- (ii) Partner is allowed to switch to another payment method by notifying Trip at least FOURTEEN (14) days in advance.

The unsettled booking(s) shall be paid via the Parties' agreed method.

5.1.1 Virtual Card (VCC)

- (i) Trip will provide Partner VCC information and the Prepay Amount along with the reservation notification.
- (ii) Trip confirms to make the Prepay Amount for individual bookings via VCC (Virtual credit card) on Guest check-in date.
- (iii) Partner shall cover the credit card transaction fee when collecting the room charge. Partner shall only charge the same amount and currency as stated on the Guest's reservation. Trip reserves the right to claim any amount that is overcharged by Partner.
- (iv) If overcharge occurs, Partner needs to refund Trip the overcharged amount in 7 days, and if not, the system will send a notification email to the Partner. Trip settlement team will reach out to Partner to ask for refund of overcharge amount in the next 7 days. Overcharge amount that is not refunded to Trip within a month will be charged from Partner.

5.1.2 Bank Transfer

- (i) Trip will display Prepay Bookings on the eBooking System after/on check-out date. Partner can verify and collect the payment via the eBooking System, and Trip will remit all undisputed Prepay Amount.
- (ii) If Partner does not collect the payment by itself, Trip.com will automatically pay according to the set frequency. Partner can also set whether to use auto-pay and payment frequency on eBooking system.
- (iii) Trip shall only cover the remittance fee when transferring the payment to Partner. Partner shall cover bank charges required by beneficiary bank when collecting payment.
- (iv) If the banking information provided by Partner to Trip is inaccurate, Partner shall bear its own losses.

5.2 Payment for Pay at Partner Booking

5.2.1 Upon sending the reservation to Partner, Trip will provide Partner with Guest credit card information through the eBooking System. Partner has the responsibility to verify credit card information and process pre-authorization upon reservation. Partner can only charge in the same amount and currency as set out in the reservation.

5.2.2 Commission will be charged in the event of extended bookings via Trip, No Show bookings (unless the Partner has reported No Show bookings via the eBooking System within TWO (2) days after the Guest's scheduled check-out date) or charged cancellations which violate Partner's free cancellation policy. Commission shall be calculated in accordance with the confirmed booking without any deduction or set-off of Taxes and Fees. If a Guest checkout early or there is a partial No Show, Partner shall obtain payment for the applicable Fees directly from the Guest, and Commission shall be calculated in accordance with the actual amount that the Guest was charged for the booking in question. Trip may contact the Guest to confirm the accuracy of any documentation submitted by Partner in connection with any such notice.

5.2.3 Trip will display the details of the commissionable bookings on the eBooking System every 5th of the month. Partner shall verify and pay with confirmed Commission before the fifteenth day of the month via eBooking online payment options available or to the designated bank account by telegraphic transfer.

5.2.4 Payments not made before the 15th of the month may be subject to late charges equal to 2% per annum, or the maximum amount permitted by law, if it is higher than 2%, of the outstanding balance for each month or portion thereof which is overdue.

5.2.5 Partner shall not use a third party to process Commission payments on Partner's behalf without Trip's consent (not to be unreasonably withheld) and where Trip consents to such processing, Trip may implement a fee in respect of any such use of a third-party payment processor. Partner agrees that if Partner's payment method results in Trip incurring bank fees or other similar charges, Partner will reimburse Trip for such bank fees or similar charges.

5.2.6 If any Party disputes the calculation of the Commission amount, Partner must pay Trip any undisputed part of the Commission. The parties will work in good faith to resolve the disputed Commission amount in accordance with clause 15.1.

5.2.7 If a Guest stay period crosses more than one month, the Commission shall be calculated in the last month.

5.2.8 In the case of late payments, Partner shall notify Trip from time to time (30-, 60-, and 90-days overdue on the invoice date respectively). If Partner fails to pay the invoice within ninety (90) days of the date of invoice, Trip reserves the right to put a hold on Partner's account and to remove the Pay at Partner Booking products from the Websites until Partner has paid in full. Partner agrees and acknowledges that Trip may utilize the payment of the Rate (if applicable) to offset the due and outstanding Commissions.

5.2.9 In the event that the outstanding balance has been recovered hereof, Trip will re-display the Property and Room Information on the Websites. Meanwhile, Partner shall, upon the first request of Trip, pay a deposit which will be equivalent to the sum of the 3 highest invoices operated with Trip or such other amount as determined by Trip. Trip shall be entitled to collect any future outstanding payments by offsetting this deposit. At the termination of the Agreement, the remaining deposit will be returned to the Partner within 30 days after the outstanding balance is settled.

6. TAXES

6.1 Partner is solely responsible for the accuracy of Tax rate information entered into the eBooking System. Partner is responsible for accounting to the relevant tax authorities for any Taxes applicable to any amounts received by Partner for any bookings. Upon request, Partner will provide documentation to substantiate registration with and/or remittance of Taxes to the relevant taxing authorities.

6.2 The Commission is exclusive of any sales, value-added, turnover, withholding or other transaction-based tax in any country, state or locality, and where such tax applies, it shall be paid to Trip by Partner or retained by Trip, as applicable. The Commission shall be paid to Trip in cleared funds, without any deduction or set-off, and exclusive of and without any deduction for, or on account of, any taxes, imports, duties, charges, Fees or withholdings of any kind. In the event that Partner is required to make such a deduction or withholding, Partner agrees that the Commission will not be less than the Commission that Trip would have received if no deduction or withholding have been required. If requested by Trip, Partner will promptly provide Trip with valid tax invoices in respect of any transactions entered into under this Agreement, where taxes are chargeable under applicable law.

6.3 The Parties shall bear its own respective taxes and fulfil its respective tax compliance obligations, in accordance with the applicable tax laws, unless otherwise stated in this Agreement.

6.4 In the event that applicable tax laws change, or new tax laws become effective, or if there is any change in the interpretation or application of such tax laws during the term of this Agreement, one Party shall notify the other. The Parties shall make equitable adjustments to such changes in good faith, and such adjustments, if any, shall be agreed upon by both Parties.

7. TERMINATION OF THE AGREEMENT

7.1 Termination for Breach

If either Party materially defaults in the performance of, or fails to perform in a material manner, any of its material obligations under this Agreement, and such default is not remedied within THIRTY (30) days of the receipt of written notice from the non-defaulting Party, or within THIRTY (30) days of receipt of written notice from the non-defaulting Party in the case of a failure by a Party to make any payments to the other Party when due hereunder, then the non-defaulting Party shall have the right to terminate this Agreement

by providing written notice of such termination to the other Party; provided that the non-defaulting Party may, at its discretion, terminate this Agreement solely with respect to its obligations to display the defaulting Party's Property and Room Information.

7.2 Termination for Insolvency of Partner

Trip may terminate this Agreement upon THIRTY (30) days' prior written notice if any one of the following events occurs: (i) Partner files a voluntary petition in bankruptcy or an involuntary petition is filed against it which is not dismissed within ONE HUNDRED TWENTY (120) days; (ii) Partner is adjudged bankrupt; (iii) a court assumes jurisdiction of the assets of Partner under a federal reorganization act, or other statute; (iv) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of Partner; or (v) Partner makes an assignment of its assets for the benefit of its creditors. Partner shall give prompt written notice to Trip of the occurrence of any such event.

7.3 Termination for Partner Change of Control

Trip may terminate this Agreement, in whole or in part, if at any time Partner experiences a change of control or enters into a definitive agreement providing for a change of control.

7.4 Termination for No Cause

Either Party may terminate the agreement for no cause without obtaining the consent from the other Party but shall serve a THIRTY (30) days advanced notice to the other Party.

7.5 Consequences of Termination

Any termination of this Agreement, regardless of the reason, will not impact any rights or obligations that have already accrued for either Party. Among other things, Partner is obligated to fulfill all existing reservations before the termination, unless Trip explicitly states otherwise.

Trip may set off any amount owed by Trip to Partner against any amount owed by Partner to Trip, including any such amounts under other property listings owned by Partner.

The provisions of the Agreement that expressly or by implication are intended to continue in effect after the termination or expiry of the Agreement shall remain in effect, including but not limited to this clause and clauses 4.1, 8, 12, 13, 14, 15.1, 15.4, 15.6, 15.8 and 15.10.

8. INTELLECTUAL PROPERTY

In the term of this Agreement, neither Party or its affiliates or employees shall use the corporate name, trademark, domain name or website of the other Party or its affiliates, without the latter's prior written consent. Otherwise, the Party whose aforesaid intellectual property has been infringed on by the other Party shall be entitled to terminate the Agreement immediately, and the infringer shall bear all liabilities and compensate all damages to the owner of the intellectual property. Both Parties (including their affiliates and employees) shall not derogate or damage the trademark, corporate name, domain name, website etc., which belong to the other Party or its affiliates.

The Parties undertake not to relegate, plagiarize, distort the other Party's internet page or website. Both Parties promise not to disclose to any non-signer of this Agreement (including but not limited to enterprises, business organizations and agencies having business competitive relation with other Parties hereof) any information or materials relevant to the transaction, technology, etc. of both Parties during the term of this Agreement and after the termination or rescission of this Agreement. Otherwise, the breaching Party shall bear all corresponding liabilities and also compensate all losses incurred to the non-breaching Party.

9. FORCE MAJEURE

If a Party cannot perform this Agreement due to wars, earthquakes, volcanic eruption, lightning attack, floods, fires, epidemics, pandemic, airline strike, act of government or other events of force majeure, the performance of this Agreement shall be postponed, and neither Party shall be responsible for the damages caused by the postponement. If the postponement caused by a force majeure incident exceeds one month, either Party may notify in writing the other Party to immediately terminate this Agreement without assuming default liabilities. After a force majeure incident occurs, the Party affected shall promptly notify the other Party with facsimile or email, and shall provide in the promptest manner to the other Party all the relevant materials within three days after the relevant authority issues certificates.

10. ANTI-COMMERCIAL BRIBERY

Parties shall comply with FCPA (U.S. Foreign Corrupt Practices Act of 1977) under this Agreement. Partner shall not pay any Commission, remuneration and brokerage or provide any present or treatment to Trip's employees, except for the advertisement gifts with small value accordant with business practice. (Trip reporting telephone: 8621-54261440, Trip reporting email: jubao@trip.com).

11. ANTI- FRAUD COOPERATION

Partner shall be solely responsible for ensuring that the identification presented by any Guest is valid and matches the booking information provided to Partner. If a Party believes a booking may be or is fraudulent, or certain data provided by a Guest cannot be verified, then the Parties will work in good faith to address such fraudulent or potentially fraudulent activity in relation to the booking. In the event of a fraudulent or potentially fraudulent booking, Trip may cancel such booking at any time. If cancellation of a fraudulent or potentially fraudulent order occurs prior to or within TWO (2) hours after check-in, Trip shall be obligated to pay any cancellation fee or penalty. If the cancellation of a fraudulent or potentially fraudulent booking occurs after such TWO (2) hours period following check-in, the maximum penalty that may be charged to Trip will be the relevant payment for the room, up to and including the date such order was cancelled, plus any applicable Taxes. Neither Trip nor any of its affiliates shall have any liability to Partner in connection with any fraudulent or potentially fraudulent transactions for Property bookings.

12. CONFIDENTIAL INFORMATION

The Parties shall not disclose Confidential Information to any third party. Confidential Information in this Agreement means the non-disclosure information, including but not limited to commercial programs, client lists, technology data, product designs, development plans, staff lists, operation manuals, processing techniques, technology theories, inventions, financial conditions, credit card information and other materials agreed as confidential when delivered. In the event of violating the obligation of confidentiality, Partner shall bear all liabilities, including but not limited to compensating for the economic and reputational loss incurred to Trip.

The Parties may disclose Confidential Information to the extent required by any applicable law, regulation, or governmental or judicial order, provided that the disclosing Party (a) promptly notifies the other Party in writing of such law, regulation or order to the extent permitted under applicable law, and (b) reasonably cooperates with the other Party in opposing such disclosure (at the other Party's expense).

13. PERSONAL DATA AND SECURITY

Definitions: All defined terms in this clause 13 and Annex 1 are as defined in the Data Transfer Addendum.

13.1 Trip and Partner hereby agree to enter into the Data Transfer Addendum, the terms of which are hereby incorporated into this Agreement by reference and form an integral part of this Agreement. Partner acknowledges and agrees that they have read and agree to the terms of the Data Transfer Addendum which apply in full force and effect. Partner acknowledges and agrees that the Data Transfer Addendum may be updated from time to time and that the latest version of the Data Transfer Addendum accessible at the above link shall supersede its predecessors. Trip shall notify Partner of any updates to the Data Transfer Addendum via eBooking System. If Partner does not raise an objection to the proposed amendments within the period specified in the notice, Partner will be deemed to have accepted the proposed amendments. In the event of any inconsistencies between the Data Transfer Addendum and this Agreement, the provisions of the Data Transfer Addendum shall prevail.

13.2 The Parties shall complete Annex 1 of this Agreement, which describes each Party's Processing of the Shared Personal Data, together with Schedule 1 of the Data Transfer Addendum. Notwithstanding anything to the contrary in this Agreement or the Data Transfer Addendum, should there be any conflict or discrepancy between Annex 1 of this Agreement or Schedule 1 of the Data Transfer Addendum, Annex 1 of this Agreement shall prevail.

13.3 A Guest may submit documentation, including without limitation his/her identification, flight delay/cancellation notifications, diagnosis report, etc., for the purpose of applying for free cancellation of a valid reservation. Since such document includes Personal Data of the Guest, it will be accessible to Partner only in the eBooking System of Trip or the letter from Trip via email and will become inaccessible after the guest's application is (dis)approved by Partner. Partner shall not copy or store such documentation by screenshot, photography or any other unenumerated methods. In addition, Partner is obliged to protect the Guest's Personal Data included therein by following the standards and rules as specified in this Agreement.

14. LIMITATION OF LIABILITY

Neither Party shall be liable to the other by reason of any representation or any implied warranty, condition or other term or in tort (including negligence) or any duty at law, or under the express terms of this Agreement for any indirect or consequential loss or damage, or for any monetary or economic loss or for any loss of profit, loss of uses, loss of contracts, loss of business, depletion of goodwill, costs, expenses or claims for consequential compensation whatsoever which arise out of or in connection with this Agreement. Nothing in this Agreement excludes or limits either Party for death or personal injury caused by that Party's negligence or fraudulent misrepresentation.

In the case of a claim, the claim is to be sent and handled by the Property with a copy sent to Partner's head office (if it differs with the Property's address). Minor guest complaints related to the quality of service provided to the Guests will be handled at the Property level and may result in goodwill gestures at the discretion of the Property's management. Complaints with damages considered as losses due to a fault of Partner covered by the liability insurance policy in accordance with local legislation will be redirected to the insurer.

15. MISCELLANEOUS

15.1 Disputes and Other Charges

If a dispute arises during the term of this Agreement with respect to any payment obligation under this Agreement, the Parties will work together in good faith to resolve such dispute, and until such dispute has been resolved in a manner satisfactory to both Parties, Partner will not (i) apply any payment received for any other booking or invoice to the disputed booking or invoice, (ii) charge or

attempt to charge the Guest directly for the disputed amount, (iii) refuse to honor any Guest's booking, or (iv) take any other action likely to interfere with the fulfillment or enjoyment of any Guest's booking.

Partner is responsible for any changes or services requested by a Guest directly from its Property, and Partner is solely responsible for collecting from the Guest any charges for such changes or services. Unless otherwise agreed by the Parties, Partner is responsible for collecting Fees directly from Guests with respect to all bookings.

15.2 Insurance

Partner shall represent and warrant that Partner has liability insurance coverage in an amount that is consistent with best industry practice. To the extent permitted by law, Partner will either (i) name Trip as an additional insured on any liability insurance policies on which Partner pay premiums, and deliver to Trip certificates of insurance that verify compliance with the preceding clause, or (ii) provide other evidence of insurance acceptable to Trip that indicates, in the event of a claim relating to this Agreement, that Trip or claims made by Trip will be covered by the insurance. Partner shall cause Trip to receive THIRTY (30) days prior written notice before such insurance is cancelled or expires. No later than TEN (10) days prior to the date of cancellation or expiration of an existing insurance policy, Partner will deliver new certificates (or other evidence) of insurance to Trip for any renewal policies. Trip may terminate this Agreement immediately upon written notice if Partner fails to comply with this clause.

15.3 Amendment

Trip reserves the right to modify or impose new or additional terms and conditions to this Agreement at any time. Trip will provide written notice of any such changes to the terms in accordance with the notice provisions included in this clause of this Agreement. If Partner does not accept such modifications or new or additional terms and conditions, this Agreement may be terminated upon written notice to Trip. Partner's failure to exercise Partners' right to terminate this Agreement within THIRTY (30) days after notice of any modification or new or additional terms and conditions to this Agreement will constitute Partner's acceptance of such changes. Continuing to accept bookings or collecting payment will be deemed implied agreement after the THIRTY (30) days since notice of any modification or new or additional terms and conditions to this Agreement.

15.4 Indemnity

Partner shall indemnify, actively defend (by providing proof of rights, licenses, authorization or non-infringement defense) and will hold Trip and its respective users harmless from and against any and all claims arising out of, or related to, any actual or alleged breach of Partner's undertakings, representations, warranties or obligations set for in the Agreement, including but not limited to attorneys' fees, liquidated damages, Commissions, licensing fees, investigation expenses and costs, and expenses of travel, notary and assessment, court fees, interest, awards, judgments, fines and penalties suffered or incurred by Trip and/or its respective users.

15.5 Warrants

Partner hereby represents and warrants that it and its directors and (direct, indirect and ultimate (beneficial)) owners (and their directors) are not in any way connected to, part of, involved in or related to or under the control, management or ownership of: terrorists or terrorist organizations; or parties / persons listed as (special) designated nationals/entities or blocked person/entities, or otherwise subject to trade embargo, or financial, economic and trade sanctions of United Nations and any countries including United States and the Europe Union. Partner shall immediately notify Trip in the event of a breach of this Clause.

15.6 Transaction Risk Management

In order to ensure the transaction safety between the two parties, to control credit risk and to protect the lawful rights and interests of consumers, Partner authorizes Trip and its affiliated companies to conduct Transaction Security Assessments ("TSA") on the information provided by Partner. Trip is entitled to utilize the information provided by Partner or stored by Partner in the eBooking System for the purpose of risk analyses and to take further measures (including without limitation suspending payments, restricting

transactions, discontinuing the cooperation with Partner, etc.) based on the conclusion of a TSA. In case of any objection, Partner may file a written complaint to Trip.

Partner undertakes that Partner and its employees will not use the services provided by Trip to conduct any illegal or immoral activities, including without limitation:

- i) Cashing in on the financial services provided by Trip (if applicable) or assisting a third party in doing so;
- ii) Profiteering by taking advantage of Trip's promotions and the rules thereof or assisting a third party in doing so;
- iii) malicious hoarding, scalping or conducting any other unfair competition activities in violation of the principle of good faith and disturbing the normal operation of other businesses;
- iv) Making malicious bookings, conducting fake dealings or other malicious acts that disrupt the transaction order of Trip or its cooperative channels.

If Partner breaches this Agreement, Trip shall be entitled to immediately suspend part or all of the services provided to Partner and to delay payments to Partner by serving a written notification requesting a cure for such a breach within a certain time limit, failing which, Trip shall be entitled to terminate this Agreement, and Partner shall be held liable for the breach of the Agreement and compensate for losses incurred to Trip.

If Partner or any of its employees is accused or suspected of committing a fraud (such as fake bookings, credit card frauds, money laundering or false payments of room rates), Trip shall be entitled to:

- (i) cancel the bookings involved and be exempt from the obligation to pay to Partner for these bookings; and/or
- (ii) if Trip has paid an amount to Partner for a fake booking, Trip shall have the right to deduct this amount from any other moneys payable to Partner.

15.7 Authorization

Each Party hereby represents and warrants that: (a) the person executing this Agreement has been duly authorized by the Party in accordance with the applicable law ("Authorized Representative"); (b) the signature of the Authorized Representative alone can bind upon the Party; and (c) there is nothing that would prevent the Party from performing its obligations under this Agreement.

15.8 Compliance

Partner confirms that it possesses all the necessary authorizations, licenses, or permits required by law and regulatory authorities to fulfill its rights and obligations under this Agreement. This includes, but is not limited to, compliance with laws pertaining to health and safety, laws relating to short-term rentals, zoning laws, as well as food and beverage regulations where applicable. Partner agrees to furnish any necessary supporting documentation to verify its adherence to these laws upon Trip's request in the event of any alleged breach by any third of Partner's above adherence. Partner shall also ensure the personal safety and security of Guests during their stay at Property, and in the event of any such incidents, shall actively provide assistance to Guests and assume corresponding legal responsibilities. Failure to comply with this Clause permits Trip to take various legal actions at its sole discretion, including but not limited to suspending the Agreement, removing the Property from the Websites, withholding payments, seeking compensation, setting off any additional expenses against any funds held in Partner's account with Trip, or terminating the Agreement immediately.

15.9 Further Assurance

If reasonably requested by either Party in connection with responding to any compliance or independent audit inquiry or action by a governmental authority or preparation or audit of a Party's financial statements, the other Party will cooperate with the requesting Party in making appropriate individuals and information available to enable the Party requesting assistance to respond to such inquiry or action or to timely prepare or audit its financial statements, provided that Confidential Information shall not be disclosed to the governmental agency except to the extent required by law.

15.10 Governing Law and Dispute Venue

Unless otherwise agreed in the Data Transfer Addendum, this Agreement and any disputes under this Agreement will be governed by the Singapore law.

Unless otherwise agreed in the Data Transfer Addendum, any dispute arising out of or in connection with this Agreement, 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) under the SIAC Administered Arbitration Rules in force, which rules are deemed to be incorporated by reference in this clause. The law of this arbitration clause shall be Singapore law. The seat of arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The arbitration proceedings shall be conducted in English.

15.11 Counterparts

This Agreement shall take effect upon the signatures or stamps of the Parties and supersede any prior oral and written correspondences between the Parties. The Parties may sign this Agreement by electronic signatures or e-signatures in any other format. The Parties further agree that such e-signature shall be deemed the same legal effect as the original handwriting. This Agreement can also be executed in counterparts through facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Electronic copies shall have the same legal effects with any original hard copies.

15.12 Notices to Parties

Notices under this Agreement shall be sent by email to a Party's email address, or by hard copy to a Party's address, as specified at the beginning of this Agreement, unless otherwise specified between Parties. Each Party may change its contact details by giving notice to the other Party.

Hand delivered and mailed notices will be deemed to have been given as follows: (a) if delivered personally, on delivery; (b) if sent by first class post within the same country, TWO (2) days after the date of posting; (c) if delivered by international recorded delivery or courier, THREE (3) days after dispatch; and (d) any notice delivered after 5pm will be deemed not to have been given until the next day. Emailed notices will be deemed to have been given as of the date emailed.

IN WITNESS WHEREOF, this Agreement has been duly executed on the date first referred to above.

Annex 1

The following form describing the processing and transfer(s) of Personal Data shall be filled out:

List of Parties	<p><u>Trip which is a data exporter.</u></p> <p>Address: 30 Raffles Place, #29-01 Singapore 048622.</p> <p>Contact person's name, position and contact details: As notified by Trip to Partner in writing.</p> <p>Data Protection officer's (if any) name, position, and contact details: security@trip.com</p> <p>Activities relevant to the data transferred under the SCC: as set out in the Description of Transfer below.</p> <p>Signature and date: The signature and date of this Agreement.</p> <p>Role (controller/processor): Controller</p> <p>Location of data storage (in relation to China Personal Data only): country of registration or location of its affiliates, if applicable; China Personal Data collected and generated in the People's Republic of China ("China", for the purpose of this Agreement, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan) is stored in China.</p> <p><u>Partner which is a data importer.</u></p> <p>Address: as set out in this Agreement.</p> <p>Contact person's name, position and contact details: As notified by Partner to Trip in writing.</p> <p>Data Protection officer's (if any) name, position, and contact details: As notified by Partner to Trip in writing.</p> <p>Activities relevant to the data transferred under the SCC: as set out in the Description of Transfer below.</p> <p>Signature and date: The signature and date of this Agreement.</p> <p>Role (controller/processor): Controller</p> <p>Location of data storage (in relation to China Personal Data only): The country where the Partner is located, as specified in this Agreement.</p>
Description of Transfer	<ul style="list-style-type: none"> • Categories of data subjects whose personal data is transferred Guests. • Categories of personal data transferred Always: name, reservation date and order number. Sometimes: ID information (ID type, ID numbers, date of issue, date of expiry), nationality, age, date of birth, phone number, email address and payment information (card type, cardholder name, card number, CVV2, expiration date). • Sensitive data transferred (in relation to EU Personal Data and UK Personal Data only) N/A. • The frequency of the transfer Continuous. • Nature of the processing

	<p>Including, where required: storage, adaptation, transmission, dissemination, alignment or combination, restriction.</p> <ul style="list-style-type: none">• Purpose(s) of the data transfer and further processing To facilitate accommodation reservation management and compliance with laws.• The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period For the duration of this Agreement unless otherwise specified by the Parties, or as required by any relevant and applicable laws. China Personal Data only - no longer than three months since the check-out date of a Guest whose China Personal Data is processed.• For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing As set out above.
Method of the data transfer	Data is transferred via public network through one or several of the following methods: <ul style="list-style-type: none">• via the system of Trip (eBooking System);• API (In order to ensure the security of data transfer, Partner authorizes Trip to scan Partner's API and agrees to fix any high-risk security vulnerability before API integration): and• Other methods (e.g. Email).
Method of the Partner's data processing	Automatic generation of orders by systems
Competent Supervisory Authority	(1) In relation to EU Personal Data, Autoriteit Persoonsgegevens, The Netherlands; (2) In relation to UK Personal Data, the UK Information Commissioner's Office; (3) In relation to China Personal Data, the competent government bodies in China; (4) In relation to Singapore Personal Data, the Personal Data Protection Commission; (5) In relation to Japan Personal Data, the Personal Information Protection Commission; and (6) In relation to Korea Personal Data, the Personal Information Protection Commission.
Permitted countries and territories	The country where the Partner is located, as specified in this Agreement.