



中国2010年上海世博会
指定订房服务商
Official Hotel Reservation
Service Provider
of Expo 2010 Shanghai China



HUBS1 – Direct Fast Booking Member Program

This Agreement is made between

HUBS1 Interactive (Shanghai) Limited Corporation (HUBS1) in China, CITS Shanghai Building, 1277 Beijing West Road, 2nd Floor, Shanghai, hereafter referred to as “HUBS1”

And (company name)
 (address)
 (telephone)
 (fax)
 (email)
 (billing contact)

hereinafter referred to as the “Client”,

1. DEFINITION OF TERMS

1.1 In the present agreement, the term:

- Customer(s) means the final consumer(s) who will utilize a service provided by HUBS1;
- Fit Services: hotel accommodations provided by HUBS1 – Direct Fast Booking (DFB) to Customer(s) who travel individually.

2. AGREEMENT SUBJECT

2.1 The present agreement is intended to:

Allow the Client to access HUBS1- Direct Fast Booking (DFB) thru <http://dfb.hubs1.net> with a designated Login: _____.

2.2 HUBS1- Direct Fast Booking (DFB) **waived** the one time fee of \$2,000 USD for the Set-Up Services. (“Set-Up Fee”).

3. PASSWORD TO MAKE RESERVATION FOR FIT SERVICES.

3.1 HUBS1- Direct Fast Booking (DFB) issues to the Client the password to make reservation of the HUBS1 hotels Or travel services.

3.2 The password is strictly confidential and cannot be transferred to other agencies or other operators.

3.3 Client can create sub-account and maintain the login and password for their employees or associates.

- 3.4 The person to whom the password is issued (master password) is the only responsible for all operations concerning reservations, modification and cancellation.

4. RESERVATIONS SERVICES

- 4.1 Subject to the terms and conditions contained in this Agreement, and solely for purposes providing Client with access to Direct Fast Booking (DFB) <http://dfb.hubs1.net> to view, make or cancel reservations.
- 4.2 All transactions must complete thru Direct Fast Booking (DFB) <http://dfb.hubs1.net>. For reservation error, Client can contact dfbsupport@hubs1.net via e-mail to re-solve the booking error during office hour of 9am to 8pm Shanghai time in PRC China.
- 4.3 The Reservation Services may be updated by HUBS1-Direct Fast Booking (DFB) from time to time. All reservations requested by the End Users are subject to acceptance by HUBS1-Direct Fast Booking (DFB) in accordance with HUBS1's policies then in effect.
- 4.4 For hotel accommodation services, in case of no show by the Customer the first night of stay will be invoiced. During trade fairs or special events customer must follow the deposit, cancellation and penalty as specified at the time of booking and cancellation.

5. NO OFFENSIVE CONTENT OR CONDUCT

- 5.1 Each party agrees to abide by all local, states, national and foreign laws in connection with the performance of its rights and obligations under this Agreement.
- 5.2 Client covenants and agrees that
- it shall not knowingly transmit any material that contains software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, and cancel bots;
 - it shall not hack into Web Site of HUBS1, or any servers or networks connected to the Web Site, Reservation Services,
 - it shall not obtain HUBS1 content on its Web Pages without HUBS1's acknowledgment.
 - it shall not engage in any illegal or unethical keywords buy for HUBS1 products.

6. LIABILITY FOR ERRORS

- Errors.** Client assume full responsibility for any reservation entry errors and any other errors that are caused by any acts or omissions of Client (or on Client's behalf by a third party other than HUBS1).
- No Warranty.** Each party agrees to indemnify, defend and hold the other party and its directors, supervisors, officers, employees and successors harmless from and against, and bear the legal responsibility with respect to, any claims, actions, administrative proceedings, fines, damages, losses, costs and expenses, including reasonable attorney's fees and expenses or sums paid in settlement of

claims, arising directly or indirectly from the breach by the breaching party of any of its representations, warranties, duties or agreements under the agreement or the negligence or willful misconduct of such party or its employees, agents, representatives.

- (c) **Indemnity.** The Client agrees to indemnify and hold HUBS1 and (as applicable) its parent, subsidiaries, Affiliates, officers, directors, agents, and employees, harmless from any liabilities, penalties, claims or demands, including reasonable attorneys' fees, (i) made by any third party due to or arising out of the Client's breach of this Agreement or the documents it incorporates by reference, or the Client's violation of any law or the rights of a third party; (ii) made by any third party including a HUBS1 Client arising out of the use of the Inventory Information, including, but not limited to, any Inventory Information that is erroneous and causes such third party to incur damages or (iii) made by any third party claiming that the Client XML or any other technology of the Client infringes a patent, copyright, trademark, service mark or trade secret, or claiming that any information provided by the Client violates any law, rule or regulation. The Client further agrees to defend HUBS1, at HUBS1's request, against any such liability, penalty, claim or demand.
- (d) **Liability Limit.** In the event of any breach of this agreement by HUBS1, HUBS1's sole and exclusive responsibility, and the client's sole and exclusive remedy, shall be for HUBS1 to remedy the breach at no additional charge.

7. CREDIT CARD RULES AND POLICIES

Client using the Interface hereby agrees that in connection with all credit card transactions relating to the Reservation Services or on its Web Pages, it shall not directly or indirectly, engage or participate in or otherwise be involved in any type of credit card fraud.

8. PAYMENTS OF FIT SERVICES

- (a) **Commission** – Client can earn commission made by client accessing <http://dfb.hubs1.net>. The commission does not include cancellation or no-show or early departure.
- (b) **Reservation Status Report** – Reservation Status report can be access thru <http://dfb.hubs1.net> to preview the reservation actual stay record and reservation status. The report is for reference and hotel's invoice reconcile report is the final report for commission payment.
- (c) **Commission Payment** - Commission shall be paid by HUBS1 via Worldwide Payment Service (WPS) within 50days for undisputed commissions due to Client that accruing up to the end of the prior month (the monthly period in which the commissions accrued shall be referred to herein as the "Commission Period"); provided that HUBS1 has received such commissions from the respective hotels.
- (d) **Bank Account in China** - If the Client is based in the People's Republic of China and has a CNY bank account, Client may opt to receive commissions via direct deposit by notifying HUBS1 and completing all forms required by HUBS1 and/or relevant financial institutions.
- (e) **Missing Payment** - If HUBS1 has unintentionally failed to pay Client a commission during the month it became due, HUBS1 shall be entitled to accrue such amount and submit it with the next monthly payment due, and if necessary, final payment to Client may be retained for a reasonable period of time to ensure full



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and complete settlement with the End User. HUBS1 makes no guarantee as to the amount or frequency of commissions that may be generated hereunder.

9. PRICING AND COMMISSIONS FOR FIT SERVICES

The prices of the Fit Services made available to the Client [tick where appropriate]:
Customer prices (end consumer prices), with a commission of **8 %** to be paid back to the Client by HUBS1 after HUBS1 has collected the money from its Customers;

10. COMPLAINTS

Any complaint must be notified to Hubs1-Direct Fast Booking (DFB) in writing within 14 days from the day of the last service rendered to the Customer by HUBS1. The e-mail should be sent to dfbsupport@hubs1.net. HUBS1 is committed to give an appropriate answer within reasonable time since the complaint has been received.

11. DURATION OF THE AGREEMENT

This agreement shall be effective from the Effective Date and shall continue for 1 (one) year. The contract will be renewed automatically unless HUBS1 and/or the Client terminates this agreement upon written notice within 1 months of the expiration date.

HUBS1 reserves the right to cancel the contract without written notice and with immediate effect should payments be delayed or withheld.

12. APPLICABLE LAW AND JURISDICTION

Any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce. The seat of arbitration shall be Shanghai, China. The language of the arbitration shall be English. The number of arbitrators shall be one. The applicable law is the China law.

For **HUBS1 Interactive (Shanghai) Limited Corporation**
(HUBS1)

Client Signature & Stamp

.....
Printed Name: Loretta Chan
Title: VP, Distribution and Online Marketing

.....
Printed Name:
Title: