



**IGO HOTEL & WINE INTERNATIONAL**

## **Affiliation Agreement of Igo Hotel & Wine International Group**

This agreement (“The Agreement”) is entered into by the following two parties on \_\_\_\_\_ (MM DD, YY)

Igo Hotel & Wine International Group (“The Group”) is a company incorporated under the authorization of the China Famous Hotels Corporation (CFHC). Pursuant to local laws and regulations, the Group has set up companies in Beijing, France, and Hong Kong.

Registered address of French Igo: 1 Guionne, 33710 Lansac, France;

Registration SN of the business license of French Igo: 753 737 311.

Registered address of Hong Kong Igo: 3905 Two Exchange Square 8 Connaught Place Central, Hong Kong

Registration SN of the business license of Hong Kong Igo: 59290775-000-12-14-9

Registered address of Beijing Igo: Room 2200B, M/F, Block C, Beijing Hotel, East Changan Street #33, Dongcheng District, Beijing City

Registration SN of the business license of Beijing Igo: 91110101082867061X

(Hereinafter referred to as “Party A”)

and

\_\_\_\_\_, a company incorporated pursuant to related laws and regulations;

Registered address:

Registration SN of the business license: \_\_\_\_\_

(Hereinafter referred to as “Party B”)

Whereas,

(1) As a hotel chain operating and management enterprise especially established by CFHC ([www.chinafhc.com](http://www.chinafhc.com)), Party A owns France Igo, Hong Kong Igo, and Beijing Igo trade names, brand, service marks, and trademarks. Established in 1991, CFHC is the earliest hotel consortium in China, composed of famous luxurious business hotels, boutique hotels, resorts, and well-known related tourism enterprises

in major Chinese cities. As of 2017, CFHC has more than 80 membership hotels in 60 cities within 27 provinces, cities, autonomous regions, municipalities directly under the central government, and Hong Kong, Macau and Taiwan regions, as well as hundreds of affiliated hotels and more than 20 strategic and business partners; additionally, new hotel supply providers are applying to join or joining CFHC constantly. The membership hotels of CFHC have more than 20,000 guest rooms, and assets valued at more than CNY 20 billion. CFHC hotels receive approximately 6 million guests every year. Within the CFHC network, the Group shares the same online marketing resources, chain hotel membership management system, incentive program, staff training system, and mature membership network.

The Group's brands include the Chateau hotel series in world-famous wine producing areas, a wine themed hotel series, wine themed resort series, and the Igo International boutique cellar series, which has formed a bridge connecting the Chateau hotels in world-famous wine producing areas with wine enthusiasts and creating a platform to display and promote wines from world-famous wine producing areas.

(2) Party B agrees to join in the brand system of Party A, leverage its brand, resources, and customers to facilitate the operation and management work of the hotel and chateau, and seek better operation performance.

Whereas,

In order to realize the resource sharing and create better economic benefit, Party B has decided to join in Party A's chain operating and management brand and online marketing resources, and share customer and product resources. For the purpose of identifying the rights and obligations of the two parties and realizing the common target through friendly negotiation, the following terms and conditions are hereby formulated and accepted by both parties:

## 1. Responsibilities of Party A

### 1.1 For brand promotion

Party A shall provide access to their central reservation system, membership management system, and incentive program to Party B, include Party B into existing publicity efforts (including the website and annual brochure), chain operating and management branding, online marketing resources, the chain hotel central reservation system, the chain hotel membership management system, and incentive program. Upon the request of Party B, Party A may direct Party B to deal with related issues in operational processes and provide professional advice.

By using the online resources of CFHC, Party A will make their best efforts to promote the brand of the Group and improve the awareness of Party B in the

Chinese and international markets.

Party A will invite Party B to join in offline promotion activities organized by Party A and provide convenient venues for the publicity activities of Party B. The expense paid by Party B for such publicity activities shall be paid by Party B at his own price.

## 1.2 For developing new customers

Via the membership system of CFHC, Party A will promote the hotel and relating products of Party B and work towards developing new customers for Party B.

Via the membership incentive mechanism of CFHC and Igo International, Party A will customize different “chateau experience” travel routes and encourage the members to check in and stay at the hotel of Party B.

## 1.3 For selling products

Party A is obliged to help Party B sell the self-produced wine of Party B’s chateau.

By virtue of the membership units of CFHC and the platform of the affiliated units of Party A, Party A will set an Igo International Cellar at every unit and sell the wine products of Party B at every Igo International Cellar. The Group proposes to install more than 100 Igo International Cellars at select five-star hotels and high-end clubs and establish both an online sales platform and a membership management platform to sell the products of the affiliated chateaus from world famous wine producing areas.

# 2. Rights and obligations of Party B

## 2.1 Obligations to provide qualified accommodation products and services at preferential price

Party B undertakes that after joining with Party A, it will provide qualified guest rooms and services, communicate all reservation information with Party A efficiently and smoothly, ensure the satisfied experience of customers, collect customer experience data and provide feedback for Party A. Party B promises to provide the most preferential price for the guest rooms for Party A every season. as well as ensure the open price commitment.

## 2.2 Obligations to provide qualified products

Party B undertakes that the wine products provided to the Igo International Cellar

are from the self-owned chateau of Party B and completely conforms to the requirements of local provisions and the standard of the Inspection and Quarantine Department of Chinese Customs. Party B can directly deliver the products to the place designated by Party A or through an office or agent in China. The products provided by Party B must have a competitive price, which shall not be higher than the price for its existing partners in China.

### 2.3 Right to use and put up brand logo

After joining in Party A's brand, Party B can keep its original designation or trade name, but shall put up the logo of Igo Group at a prominent and visible position, including the plaque, flag and table card fabricated by Party A; for the stationery and online media made by Party B, standard VI logo provided by Party A may also be adopted. However, the VI logo provided by Party A or those fabricated by Party B shall only be used for the projects identified by Party A, and Party B shall not transfer use the VI logo for other purposes.

### 2.4 Right to join in reservation system

After joining in Party A's brand system, Party B must join in the central reservation system of Party A and accept the reservations of Party A's members. The original reservation channel of Party B will not be affected.

## 3. Financial provisions

### 3.1 Affiliation fee

The affiliation fee is 5,000 Euro/year. After signing this contract, Party B shall pay the first installment of the affiliation fee to Party A within fifteen business days. During the contract period, the affiliation fee shall be transferred to Party A's account on the agreed payment date every year. The first group of 10 affiliated memberd will be exempted from the affiliation fee for the first year.

Corresponding French Igo account for affiliation fee:

IBAN: FR76 3005 6009 5409 5400 0344 828

BIC: CCFRFRPP

### 3.2 Reservation commission

For any customer who books their hotel through the central reservation system of Party A, Party A will charge 8% of the reservation income as a service fee.

The settlement cycle is one month. Party A will settle with Party B after deducting the commission from the income of Party B. If Party B decides to settle through a foreign exchange, the foreign exchange rate at the date of settlement shall be applied.

### 3.3 Commission sale and settlement of wine products

Party B and Party A have a commissioned sale relationship of wine products, which means the settlement after the sale. The settlement cycle is two months, and the settlement account is the account designated by the affiliated party.

The wine products provided by Party B shall be calculated based on local export price, sold by agent and settled after sale. Party A will decide the price of wine in the Chinese market at its sole discretion.

### 4. Term of agreement

The term of the Agreement is 5 years. Upon expiration, an additional term of 5 years can be extended under the conditions agreed to by the two parties.

### 5. Termination of the Agreement, resolution of dispute and applicable laws

The two parties can decide to terminate this agreement at will, but the terminating party shall inform the other party via certified mail with a return receipt slip at least 6 months in advance of the termination date.

This Agreement is governed by the laws of the People's Republic of China and shall be interpreted and explained pursuant to Chinese law.

All controversy, dispute or claim arising from or related to this Agreement shall be resolved by the two parties through friendly negotiation. If the negotiation fails to resolve the problem, the two parties can file a lawsuit at the local People's Court of Party A. With the consent of the two parties, during the arbitration process or legal process, the two parties shall continue to perform the provisions herein till the final solution to dispute is rendered.

### 6. Validity of documents

This Agreement is written and signed in English. It is executed in quaternion; each party keeps two copies, and each copy has the same legal force. The Agreement takes effect with the signature of the two parties.

Party A:

Party B:

Signature:

Signature:

Official seal:

Official seal: