

A Template for Fixed Contracts for Overseas Cruise Tours

As amended and issued in guanyezi letter number 1090902877 dated Feb.18, 2020
(The review period for this contract is at least three days. Party A took the contract on _____ to review.)

Parties to the contract

Passenger (hereinafter referred to as Party A)

Name:

Telephone:

Residence:

Emergency contact information:

Name:

Relationship to the passenger:

Telephone:

Travel agency (hereinafter referred to as Party B)

Company name:

Registration number:

Company representative:

Telephone:

Place of business:

Parties A and B agree to conduct this tour according to the following articles.

1. (Significance of the overseas cruise tour)

For the purposes of this contract, the overseas cruise tour shall mean one of the following journeys arranged by Party B to any country or region outside the territory of the Republic of China:

- a An overseas cruise tour.
- b An overseas cruise tour, plus onshore trips when the cruise is berthed.
- c An overseas cruise tour, plus onshore trips before and after the journey.
- d An overseas cruise tour, plus onshore trips when the cruise is berthed and onshore trips before and after the journey.

Cruise referred to in the preceding paragraph refers to sea cruises and river steamers, excluding yachts, river vessels, and ferryboats.

The provisions of this tour contract shall apply to people who go on a cruise in Chinese mainland.

2. (Applicability and sequence)

The rights and obligations of Parties A and B under this tour are specified in the

articles in this contract. Matters about which this contract is silent shall be governed by relevant laws and regulations of the Republic of China.

3. (Name of the tour, itinerary, and responsibilities under advertisements)

The name of this tour is _____. The area and itinerary of the tour are as described below:

- a Area of the tour (nation, city, or location of sightseeing)
- b Itinerary (tour departure location, termination location, dates, transportation, hotels, dining, sightseeing, shopping arrangements, and explanations of services that come with the tour: _____)

(a) An overseas cruise tour.

(b) An overseas cruise tour, plus onshore trips when the cruise is berthed.

(c) An overseas cruise tour, plus onshore trips before and after the journey.

(d) An overseas cruise tour, plus onshore trips when the cruise is berthed and onshore trips before and after the journey.

Attachments, advertisements, brochures, itineraries, and explanations given in the pre-departure meeting are all considered part of this contract. Party B shall ensure the accuracy of its advertisement, and Party B's obligations to Party A shall not be less than the contents of Party A's advertisements.

Paragraph 1 may be substituted by published advertisements, brochures, itineraries, or explanations given in the pre-departure meeting.

When matters are not recorded in Paragraph 1 or when there is a discrepancy between what is recorded there and what is mentioned in published advertisements, brochures, itineraries, or explanations given in the pre-departure meeting, the condition most advantageous to the tourists shall apply.

4. (Time and location for assembly and departure)

Party A shall show up on ____ hour _____ day at _____ to assemble and depart. If the failure of Party A to show up at the specified time and location prevents Party A from departing, and Party A does not join the tour midway, Party A is considered to have arbitrarily canceled the contract, and Party B, according to Article 13, may exercise its rights to demand compensation for any losses.

5. (Cost of tour and methods of payment)

Cost of the tour: NT\$ (all amounts below are denominated in this currency)

_____ (including the cost of the cruise tour, which is NT\$ _____, and other costs totaling NT\$ _____)

Unless otherwise agreed to by both parties, Party A shall pay as follows:

- a At the time of signing this contract, Party A shall use _____ (cash, credit card, transfer, check, etc.) to pay NT\$_____.
- b The balance shall be made in _____ (cash, credit card, transfer, check, etc.) three days before departure or during the pre-departure meeting.

The special arrangement in the preceding item, unless mutually agreed to and recorded in Article 36 of this contract, cannot be requested by Party B for any reason to increase or decrease the cost of the tour.

6. (The consequences when a tourist fails to pay travel expenses)

If Party A fails to pay travel expenses for reasons attributable to themselves, Party B may urge them to pay owed expenses within a given period. If Party A fails to comply within the period given, Party B may terminate the contract. The amount Party A is held liable to compensate Party B shall be determined according to Article 13. Party B may also request compensation for other damages incurred.

7. (Tourists' obligation to cooperate)

If certain undertakings by Party A are required for a journey to proceed, and Party A fails to comply, Party B may urge Party A to perform such undertakings within a given period. If Party A fails to comply within the period given, Party B may terminate the contract as well as request compensation for damages thus incurred.

If Party B terminates a contract as described in the preceding paragraph after a journey begins, Party A in concern may request Party B to pay for the expenses needed to send Party A back to the original place of departure or the appropriate place agreed upon between the parties. After arrival, Party A shall reimburse Party B for the said expenses plus interest at _____% per annum and Party B shall not refuse.

In the circumstance described in the preceding paragraph, Party B shall refund Party A any expenses that could be saved or do not need to be paid after Party A withdraws from the tour.

Party B shall have the right to claim compensation from Party A for any damage suffered by Party B as a result of the circumstance described in Paragraph 2.

8. (Items included in the cost of a tour)

Unless otherwise mutually agreed to according to Article 36, the cost of a tour that Party A pays in accordance with Article 5 shall include the following items:

- a Administrative fees for papers: The administrative fees, visa fees, and other fees for the papers necessary for the overseas travels that Party B applies for on behalf of Party A.
- b Transportation costs: All transportation costs incurred during the tour.

- c Meals: Costs of all meals that Party B is responsible for arranging according to the itinerary.
- d Lodging: All hotel accommodations are necessary for the tour. If Party A requires a single room and Party B agrees to arrange it, Party A shall pay the difference.
- e Sightseeing costs: All the costs for sightseeing and admission charges are listed in the itinerary.
- f Shuttle costs: All costs incurred during the tour to shuttle between airports, ports, public transportation stations, and hotels.
- g Luggage fees: All transportation costs of group luggage between airports, ports, public transportation stations, and hotels as well as tips for the service. The weight limits of luggage are according to the rules of the airlines.
- h Taxes: Airport service taxes and taxes on group meals and lodging, etc.
- i Service fees: Fees for all service personnel who travel with the tour and other personnel that Party B arranges to provide service to Party A.
- j Insurance premiums: Premiums for liability insurance and performance bonds.

Regarding Subparagraph 2 (transportation costs) to Subparagraph 5 (sightseeing costs) of Paragraph 1 mentioned above, if, after the signing of the contract, those costs are raised or lowered by more than 10% by government agencies or service operators, the difference shall be paid by Party A or refunded by Party B.

Subparagraphs 2 through 5 of Paragraph 1 above concern senior discounts on admission charges, children staying at hotels without taking up beds, and other discounts, as detailed in the attached (price quotation). If the contract and relevant documents are silent on these discounts, Party A may demand refunds of the differences.

9. (Items not covered in the cost of the tour)

Unless otherwise mutually agreed to according to Article 36, the cost of the tour that Party A pays in accordance with Article 5 does not include the following items:

- a Expenses for all activities not listed in this tour contract.
- b Party A's personal expenses: such as fees for activities outside the itinerary, excess baggage charges, beverages and alcohol, laundry, Wireless satellite phone, telegraph, Internet usage fees, personal transportation costs, costs for unaccompanied shopping outside of the scope of the itinerary, costs for personal activities, personal medical costs, and tips that one appropriately pays to providers of personal services (such as service staff at Cruise cabin or service staff at restaurants) and the costs and compensation for locating lost luggage.
- c Visa, airfares, and other related expenses not listed in the itinerary.
- d Suggested optional tips for the tour manager, local tour guides, and drivers.
- e Insurance premiums: including premiums of the insurance policies for cruise cancellation and delay, and travel insurance purchased by Party A.
- f Other expenses for things that Party B performs on behalf of Party A.

Regarding the suggested tips in Subparagraphs 2 and 4 above, Party B shall

explain before departure the way tips are paid in each sightseeing area and the approximate amounts.

When the travel agency accepts a tourist's application for a group cruise tour, the agency should inform the tourist of the suggested insurance policies on cruise cancellation, delay, etc.

10. (The minimum number of people required to organize a tour group)

Each tour group shall be organized only with at least _____ contract-signing members. If the members do not achieve the number specified, Party B shall notify the already signed-up Party A about contract termination _____ days (at least 7 days and regarded as 7 days if it is not indicated) before the scheduled departure. In the event of failing to notify in time and causing damages to Party A, Party B shall compensate Party A for their damages.

If the minimum number of people required for organizing a tour group as prescribed in the preceding paragraph is not indicated, it shall be considered there is no minimum number of people required; the same shall apply to tour groups guaranteed to set out as scheduled.

After terminating the contract according to Paragraph 1, Party B may take either of the following approaches to return the expenses already paid, or transfer the expenses in place of the expenses for a new tour contract established in accordance with Subparagraph 2.

- a Return to Party A all the expenses already paid except the amounts Party B has expended to pay certain fees
- b Acquire the consent of Party A, establish a new tour contract and transfer the expenses to be returned to Party A as part of or the entire expenses for the new contract. If there is any surplus amount, Party B shall return it to Party A.

11. (Applying for visas and booking airplane tickets for tourists)

If a tour group has definitely been formed and the tour is certain to take place, Party B is responsible for applying for a passport and visas necessary for the itinerary and booking plane tickets and hotels on behalf of Party A. Party B shall report to Party A seven days before the scheduled departure or in the pre-departure meeting matters regarding Party A's passport, visas, plane tickets, hotels, and other necessary items. Party B shall confirm all this in a printed itinerary as well. If Party B fails to perform the above-mentioned responsibilities, Party A may refuse to take part in the tour and terminate this contract; Party B shall refund to Party A all expenses that the latter has paid.

Prior to the scheduled departure, Party B shall to the best of its ability provide Party A with information about local customs, geographical locations, and other

relevant information for the regions, cities, nations, or tourist spots covered in the itinerary.

12. (Tour that fails to occur due to causes attributable to Party B)

If a cruise tour is canceled due to causes attributable to Party B, Party B shall notify Party A, explain the causes and return the expenses that Party A has already paid. If failing to notify Party A, Party B shall compensate Party A with a breach-of-contract fine calculated in accordance with the total travel expenses. If Party B has given the notice specified in the preceding paragraph, for the cruise tour described in Subparagraph 1, Paragraph 1, Article 1, the breach-of-contract fine for the cruise tour shall be paid to Party A in accordance with Party B's contract rescission and refund conditions (see Attachment 2 for details). For the cruise tours described in Subparagraphs 2, 3, or 4, Paragraph 1, Article 1, the breach-of-contract fine for the cruise tour shall be calculated according to the preceding paragraph; as for the breach-of-contract fine for activities other than the cruise tour, Party B that has notified Party A as described in the preceding paragraph shall calculate the breach-of-contract fine based on the duration between the time Party A was notified and the date of departure according to the following regulations:

- a The fine shall be 5% of the expenses for activities other than the cruise tour when the cancellation notice arrives 41 days before the tour begins.
- b The fine shall be 10% of the expenses for activities other than the cruise tour when the cancellation notice arrives 31 days to 40 days before the tour begins.
- c The fine shall be 20% of the expenses for activities other than the cruise tour when the cancellation notice arrives 21 days to 30 days before the tour begins.
- d The fine shall be 30% of the expenses for activities other than the cruise tour when the cancellation notice arrives 2 days to 20 days before the tour begins.
- e The fine shall be 50% of the expenses for activities other than the cruise tour when the cancellation notice arrives 1 day before the tour begins.
- f The fine shall be 100% of the expenses for activities other than the cruise tour when the cancellation notice arrives after the tour begins.

If Party A is able to prove that their damages have exceeded the standards prescribed in the preceding paragraph, Party A may request Party B to compensate them for the actual damages.

13. (Arbitrary contract cancellation by tourists before departure and corresponding responsibility)

If Party A cancels a contract before departure, Party A shall pay related fees in accordance with receipts presented by Party B as well as compensate Party B according to the following standards:

- a For the cruise tour described in Subparagraph 1, Paragraph 1, Article 1, the breach-of-contract fine for the cruise tour shall be paid to Party B in accordance with Party B's contract rescission and refund conditions (see Attachment 3 for details).
- b For the cruise tours described in Subparagraphs 2, 3, or 4, Paragraph 1, Article 1, the breach-of-contract fine for the cruise tour shall be calculated according to the preceding paragraph; the breach-of-contract fine payable to Party B for activities other than the cruise tour shall be calculated based on the duration between the time Party B is notified and the date of departure according to the following regulations:
 - i. The fine shall be 5% of the expenses for activities other than the cruise tour when the cancellation notice arrives 41 days before the tour begins.
 - ii. The fine shall be 10% of the expenses for activities other than the cruise tour when the cancellation notice arrives 31 days to 40 days before the tour begins.
 - iii. The fine shall be 20% of the expenses for activities other than the cruise tour when the cancellation notice arrives 21 days to 30 days before the tour begins.
 - iv. The fine shall be 30% of the expenses for activities other than the cruise tour when the cancellation notice arrives 2 days to 20 days before the tour begins.
 - v. The fine shall be 50% of the expenses for activities other than the cruise tour when the cancellation notice arrives 1 day before the tour begins.
 - vi. The fine shall be 100% of the expenses for activities other than the cruise tour when the cancellation notice arrives after the tour begins.

The fees already paid shall be deducted from the travel expenses before damage compensation is calculated according to the standards specified in Subparagraph 2 of the preceding paragraph.

If Party B is able to prove the damages incurred exceed the standards specified in Subparagraph 2, Paragraph 1, it may request compensation for the actual damages.

14. (Terminate the contract before the tour due to force majeure or causes not attributable to either party)

If part of or the entire contract cannot be fulfilled as a consequence of force majeure or causes not attributable to either party to the contract, either party may terminate the contract without being subject to liability for compensation.

If a situation as described in the preceding paragraph occurs, Party B shall present receipts for fees already paid on behalf of the tourists or expenses already paid to fulfill the contract, deduct the amounts after verification and return the remaining amount to Party A.

Either party who is aware that the journey cannot happen due to the situation described in Paragraph 1 shall notify the other party and also explain the reasons.

Either party who fails to notify the other as a result of negligence shall be held liable for compensation.

To protect the safety and interests of a tour group, Party B shall take necessary measures advantageous to the tour group after terminating the contract according to Paragraph 1.

15. (Contract termination to avoid risks after objective assessment before departure)
Before departure, if there is evidence to conclude that traveling to any of the destinations is likely to endanger the life, health, or property of the tourists of the group, the contract may be canceled by applying the regulation specified in the preceding paragraph *mutatis mutandis*. However, the party canceling the contract shall compensate the other with _____% (no more than 5%) of the total travel expenses.

16. (The tour manager)

Party B shall appoint licensed tour managers to lead tour groups.

If Party B is found to be in violation of the preceding paragraph, Party B shall compensate Party A with a breach-of-contract fine to be calculated by multiplying NT\$1,500 for each day of the journey by the total number of days of the journey, dividing the result by the actual number of members of the tour group and then multiplying the quotient by 3. Party A, whose interests are thus jeopardized, may also request compensation from Party B.

The responsibilities of a tour manager include processing departure and arrival procedures, making transportation, accommodation, dining, and sightseeing arrangements, as well as other services needed for Party A to complete the journey.

17. (Custody and return of travel documents)

When applying for visas or processing other necessary procedures on behalf of tourists, Party B shall guard Party A's documents, and Party A's seal and ID required for travel document application in a proper manner. If any travel documents are lost or damaged, new ones shall be obtained immediately. If the interests of Party A are thus jeopardized, Party B shall compensate Party A for the damages.

Unless it does not conform to the laws of countries and usual business practices, Party A shall guard their own travel documents when traveling. However, they may, with the consent of Party B, put them in the custody of Party B to facilitate immigration clearance.

Party B and their employees shall serve as prudent administrators and properly guard the travel documents mentioned in the two preceding paragraphs. Party A may retrieve such documents at any time and Party B and their employees may

not refuse such requests.

18. (The rights of tourists to make changes)

If Party A is unable to join the tour group after signing up, Party A may make a change _____ days before departure for a third party to take his or her place. Party B may not refuse such a request without justification.

In the situation described in the preceding paragraph, Party B shall disclose necessary and reasonable expenses in advance, e.g. those set forth in Attachment 4; if certain expenses increase in the situation described in the preceding paragraph, Party B may request the said third party to pay the difference. If the expenses decrease, Party A may not request the travel agency to return the difference. Within ___ days of receiving Party B's notice, Party A and that third party shall go to Party B's place of business to handle the paperwork for contract assignment.

Once the paperwork for contract assignment is completed, the third party who assumes the contract begins to assume all rights and obligations under this contract.

19. (Assignment of travel operations)

Party B, when assigning an established travel contract to another travel agency before the tour begins, shall notify Party A at least _____ days before the tour begins and obtain the written consent of Party A. In the event that Party A does not agree to such an assignment, Party A may cancel the contract and Party B shall return all the already paid travel expenses immediately. Party A, whose interests are thus put at risk, jeopardized may also request compensation.

If Party A finds out or is informed after departure that the contract has been assigned to another travel agency, Party B shall pay Party A 5% of the total travel expenses as a breach-of-contract fine. Party A, whose interests are thus damaged, may also request compensation. When Party A finds out or is informed after departure that the contract has been assigned to another travel agency and the assignee travel agency or its fulfillment assistants jeopardize the interests of Party A intentionally or as a result of negligence, Party A may request the assignee travel agency to pay compensation.

20. (Responsible party for overseas travel agency or cruise agency)

If Party B procures the service of an overseas travel agency or cruise agency to arrange tour activities and if that overseas travel agency or cruise agency violates this contract or the law that infringes on Party A's rights, Party B shall be responsible for such breach of contract or illegal act as if Party B were the

offender. However, this article does not apply if Party A has chosen the travel agency or cruise agency or, due to a circumstance in the overseas travel destination, Party B does not have a choice in choosing the overseas travel agency or cruise agency.

21. (Subrogation rights for damages)

After Party B pays damages to Party A, Party A's claim against the third party for damages shall be transferred to Party B, and Party A shall provide relevant documents and proofs to Party B so that Party B may exercise its rights to claim damages.

22. (Change of travel arrangements due to causes attributable to travel agencies)

Food, lodging, transportation, sightseeing locations, and tour items shall be provided according to the grade and contents defined in this contract. Party A may not ask for any change unless Party B agrees to Party A's request, in which case Party A shall be responsible for any increase in expenses.

Except for force majeure events or causes not attributable to either party that are specified in Article 14 or force majeure events or causes not attributable to the travel agency that are specified in Article 26, Party B may not change the content of the tour in any name or for any reason.

If the scheduled itineraries, transportation, or sightseeing cannot be achieved as a result of causes attributable to Party B, Party A may request Party B for a breach-of-contract fine double the amount of each difference.

If Party B is intentionally negligent or grossly negligent, Party A shall have the right to request Party B to pay a breach-of-contract fine up to 5 times the difference. If it is difficult to achieve the intended purpose, the contract may be terminated.

Party B shall explain how the differences stated in the preceding paragraph are calculated. If Party B fails to provide such an explanation, the breach-of-contract fine shall be at least 5% of the total travel expenses.

Party A whose interests are jeopardized by the situation described in Paragraph 3 may request compensation separately.

23. (If Tour itinerary cannot be completed or tourist gets detained due to causes attributable to the travel agency)

If any tourists are unable to complete certain itineraries described in Paragraph 3 of the preceding article after the tour begins due to visa, plane ticket, or other problems as a result of causes attributable to Party B, besides resorting to measures prescribed in the preceding article, Party B shall also make

arrangements at its own expense for Party A to proceed to the next destination and meet up with the rest of the tour group. If any of the aforementioned problems exists for all the tour group members, Party B shall arrange other travel activities of equal conditions for the entire group. If there is no further destination, Party B shall make arrangements for Party A to return to the country and pay for all the accommodation, dining, transportation, and other necessary expenses incurred to Party A while waiting for Party B to make the arrangements. If Party B is negligent about making arrangements in a situation as described in the preceding paragraph, Party A may take transportation vehicles of equal caliber to those specified according to the contract to the next destination or return to the country; Party B shall be responsible for all such expenses. If failing to make transportation or alternative tour arrangements specified in items 1 and 2, Party B shall return to Party A the expenses for the destinations they cannot travel to as well as pay Party A the same amount separately as the penalty for breach of contract.

If Party A is detained by terrorists or arrested and detained by the local government due to causes attributable to Party B, Party B shall pay Party A NT\$20,000 per day each for the total number of days they are held in detention as the penalty for breach of contract. Party B shall also make prompt arrangements to rescue Party A and return Party A back to their country, and Party B shall be responsible for all of the expenses incurred. When the time for which tourists are detained is more than five hours but less than a day, it shall be calculated as one day.

24. (Delays due to causes attributable to travel agencies)

If delays due to causes attributable to Party B lead Party A to incur expenses for food, lodging, and other items, Party B shall be responsible for all such expenses. Party A may also request damages for time wasted by the day. The damages for each day are equal to the total tour cost divided by the number of days in the tour. Time wasted has an upper limit of the total number of days in the tour. A delay of more than five hours but less than a day shall be calculated as one day. If Party A incurs other damages, Party A may request compensation separately.

25. (Abandonment or detention of tourists)

In the event that Party B intentionally abandons or detains tourists during a journey, besides being responsible for the food and accommodation expenses and other necessary expenses incurred to Party A during the period in which they are abandoned or detained, as well as returning the travel expenses for the uncompleted part of journey and the costs to transport Party A from the place of

departure to the first destination and to transport Party A from the last destination back to the place of departure, shall also pay Party A five times the amount established by dividing the total travel expenses by the total number of travel days and multiplying the quotient by the number of days for which Party A is abandoned or detained as the breach-of-contract fine.

In the event that Party B abandons or detains Party A during a journey as a result of gross negligence, besides being held responsible for the expenses specified in the preceding paragraph, Party B shall also pay Party A a breach-of-contract fine three times the amount calculated according to the formula prescribed in the preceding paragraph.

In the event that Party B abandons or detains Party A during a journey as a result of negligence, besides being held responsible for the expenses specified in the preceding paragraph, Party B shall also pay Party A a breach-of-contract fine equal to the amount calculated according to the formula prescribed in Paragraph 1.

When the time for which Party A is abandoned or detained as described in the preceding three paragraphs is more than five hours but less than a day, it shall be calculated as one day. Party B shall arrange travel activities for Party A as soon as possible or make arrangements for them to return to the country.

Party A, whose interests are thus jeopardized, may request compensation separately.

26. (Change of travel arrangements due to force majeure or causes not attributable to Party B)

If a force majeure or other causes not attributable to Party B happen during a journey and the scheduled itineraries, transportation, accommodation or sightseeing cannot be fulfilled, Party B may change the itineraries, sightseeing items or dining and accommodation plans to protect the safety and interests of the tour group. However, Party B may not charge Party A for any increase in expenses as a consequence and shall return Party A any difference resulting from a decrease in expenses.

If Party A disapproves of travel arrangement changes described in the preceding paragraph, they may terminate the contract, as well as request Party B to pay for the expenses needed for them to go back to the place of departure, or the appropriate place along the tour as agreed upon between the parties, and then reimburse Party B plus interest at ____% per annum after their arrival.

27. (Responsibility and assistance)

If, during the tour, Party A is injured while riding on public transportation such as

an airplane, ship, train, mass rapid transit, or cable car due to causes not attributable to Party B, the respective service provider shall be responsible directly to Party A.

The above Party B, as a prudent administrator, shall assist Party A in dealing with the situation.

28. (Arbitrary contract termination by tourists after departure)

If Party A leaves the tour group in the middle of the journey after departure, Party A may not request Party B to refund the travel expenses.

When Party B is able to reduce expenses or need not pay certain expenses after Party A withdraws from the journey as described in the preceding paragraph, it shall return the difference to the remaining tourists. Party B shall also make accommodation and transportation arrangements for Party A leaving the tour group to return to the place of departure or the appropriate place along the tour as agreed upon between the parties, but Party A shall be responsible for the expenses.

If Party A is unable to participate in travel activities scheduled according to the contract, Party A shall be considered as having waived their rights and may not request that Party B refund any expenses or pay any compensation.

29. (The obligation of travel agencies to provide tourists with assistance to handle certain matters)

If Party A encounters physical or financial accidents during a journey, Party B shall fulfill its obligation as a prudent administrator and provide Party A with the necessary assistance to cope with the accidents.

Party A shall be responsible for the expenses incurred from accidents described in the preceding paragraph if such accidents are not the result of causes attributable to Party B.

30. (Liability insurance and performance bond insurance for travel agencies)

Party B shall take out liability insurance and performance bond insurance in accordance with the regulations of the competent authority. The required liability insurance is:

- a According to the minimum legal requirements
- b Higher than the legal requirement, the dollar amount will be:
 - i. Accidental death NT\$ _____ per tourist
 - ii. Medical costs for bodily injury as a result of an accident, NT\$ _____ per tourist
 - iii. Overseas tour incidental expenses NT\$ _____
 - iv. Compensation for loss of papers NT\$ _____ per tourist

If Party B fails to take out insurance as prescribed in the preceding

paragraph, when a travel accident happens or Party B is unable to fulfill the contract, the compensation shall be three times the claim amount calculated based on the minimum insured amount defined by the competent authority. Before departure, Party B shall inform Party A of the name and contact information of the insurance company underwriting the liability insurance so that Party A may have the information for its records.

31. (Shopping and handling of merchandise with defects or damage)

If Party B arranges activities to make shopping easier for tourists, such activities shall be recorded in advance in the itinerary as specified in Article 3 of this contract. Party B may not arrange unscheduled shopping itineraries during a journey unless they are requested by Party A or Party A has given their consent. If Party A discovers that products purchased at any specific shopping venue arranged by Party B are overpriced or have defects, Party A may request Party B to help handle such matters within one month after receiving the products. Party B may not for any reason ask Party A to bring back anything for Party B.

32. (The principle of good faith)

Parties A and B shall perform this contract in good faith. If Party B delegates the recruitment of tourists to another travel agency according to the Regulations Governing Travel Agencies, Party B may not use the following as defense: that Party B did not receive payment for the tour directly from Party A, that Party A did not join the tour directly, or that Party B did not actually sign the contract.

33. (Handling of consumer disputes)

If a dispute arises in the course of the contract, Party B shall take the initiative to contact Party A to work out a solution.

The customer complaint (service) dedicated phone line or email address for Party B: _____

Party B shall assign a dedicated employee to handle the complaint within three business days of Party A's complaint and properly handle it within 15 days of the filing of the complaint, according to the Consumer Protection Act.

If, after discussions, the two parties fail to reach a resolution, Party A may request a mediation from the Tourism Bureau, Ministry of Transportation communications, consumer protection officers of special municipalities, consumer disputes mediation committees at special municipalities, counties, or cities, The travel Quality Assurance Association, or consumer disputes mediation committees at township, city, or district offices. Unless justified, Party B may not decline to be present at the mediation.

34. (Personal information protection)

Party A (signature: _____) may give their consent for Party B to collect, process, transmit and use their personal information according to law to apply for travel documents on their behalf, make transportation, accommodation, dining, and sightseeing arrangements as well as provide other services in order to fulfill the contract.

Party B has the responsibility to keep Party A's personal information confidential and may not provide such information to any unconcerned third party without the written consent of Party A or when complying with related regulations.

When the reasons for the collection of Party A's personal information as described in Paragraph 1 no longer exist, or the journey comes to a conclusion, or at the request of Party A, Party B shall delete or stop processing or using Party A's personal information unless such information is still needed to carry out certain functions or operations or the written consent of Party A is obtained.

Party B shall report it to the police as soon as they find out Party A's personal information as described in Paragraph 1 has been stolen, altered, damaged, lost, or leaked, as well as investigate immediately the causes and attribution of responsibility and take necessary measures in accordance with the circumstances.

When a situation as described in the preceding paragraph occurs, Party B shall inform Party A of concern in writing or via text messages or other appropriate approaches to assure that Party A is aware of all the facts and Party B has taken action to handle the matter, as well as contact phone numbers for further information.

35. (Agreement on the court of jurisdiction)

When there is a dispute between Parties A and B concerning this contract, the laws of the Republic of China are the proper law.

When there is a lawsuit about this contract, the parties agree to use _____ district court as the court of the first instance. Even if both parties to the contract have agreed upon a court of jurisdiction when lawsuits over the travel contract occur, the use of the court with jurisdiction over small-claim proceedings as stated in Article 47 of the Consumer Protection Act, or Paragraph 2, Article 28 and Article 436-9 of the Code of Civil Procedure may not be ruled out.

36. (Other items agreed upon)

Parties A and B agree to abide by the following:

a Party A agrees disagrees that Party B provides his/her name to other tourists in the same tour.

b _____ °

c _____ °

If the item(s) agreed upon in the preceding item alter(s) other articles of this contract, unless approved by the Tourism Bureau, Ministry of Transportation and Communications, those articles shall become void, excluding those that favor Party A.

Parties that sign this contract:

Party A:

Residence address:

Identification number (unified number):

Telephone or fax:

Party B (Name of company):

Registration number:

Company representative:

Address:

Telephone or fax:

Counter signed by Party B assigned by Party B (leave this item blank if this contract is signed with a tourist by a consolidated travel agency or a Class-A travel agency that forms its own tour groups)

Name of company:

Registration number:

Company representative:

Address:

Telephone or fax:

Date the contract is signed: _____

(If left blank, the date of the first payment is the date of contract signing.)

Location where the contract is signed: _____

(If left blank, the residence address of Party A is the location where the contract is signed)