

# A Template for Fixed Contracts for Overseas Tours

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As amended in guanyezi letter number 1123002067 Dated Sep .8 , and shall become effective on Sep .15 , 2023.

Parties to the contract

(The review period for this contract is at least one day. Party A took the contract on \_\_\_\_\_ to review.)

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. (The meaning of an overseas tour)

“Overseas tour” as used in this contract means travels in nations or territories outside the territory of our nation.

This contract applies to tours to mainland China.

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 \_\_\_\_\_

1. Area of the tour (nation, city, or location of sightseeing)

2. Itinerary (tour departure location, termination location, dates, transportation, hotels, dining, sightseeing, shopping arrangements, and explanations of services that come with the tour: \_\_\_\_\_)

Attachments, advertisements, brochure, itinerary, 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.

Item one may be substituted by published advertisements, brochure, itinerary, or explanations given in the pre-departure meeting.

When matters are not recorded in item one or when there is a discrepancy between what is recorded there and what is mentioned in published advertisements, brochure, itinerary, 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 cancelled 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: \_\_\_\_\_

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

1. At the time of signing this contract, Party A shall use \_\_\_\_\_ (cash, credit card, transfer, check, etc.) to pay NT\$\_\_\_\_\_.
2. 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 37 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. After arrival, Party A shall reimburse Party B for the said expenses plus interest at \_\_\_\_\_% per annum.

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

Unless otherwise mutually agreed to according to Article 37, the cost of a tour that Party A pays in accordance with Article 5 shall include the following items:

1. 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.
2. Transportation costs: All transportation costs incurred during the tour.
3. Meals: Costs of all meals that Party B is responsible for arranging according to the itinerary.
4. Lodging: All hotel accommodations necessary for the tour. If Party A requires a single room and Party B agrees to arrange it, Party A shall pay the difference.
5. Sightseeing costs: All the costs for sightseeing and admission charges listed in the itinerary.
6. Shuttle costs: All costs incurred during the tour to shuttle between airports, ports, public transportation stations and hotels.
7. 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.
8. Taxes: Airport service taxes and taxes on group meals and lodging, etc.
9. 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.
10. Insurance premiums: Premiums for liability insurance and performance bonds.

Regarding item two (transportation costs) and item five (sightseeing costs) 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.

Sub-items two through five of item one 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 37, the cost of tour that Party A pays in accordance with Article 5 does not include the following items:

1. Expenses for all activities not listed in this tour contract.
2. Party A's personal expenses: such as fees for activities outside the itinerary, excess baggage charges, beverages and alcohol, laundry, telephone, 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 servers at hotels) and the costs and compensation for locating lost luggage.
3. Visa, air fares, and other related expenses not listed in the itinerary.
4. Suggested optional tips for the tour manager, local tour guides, and drivers.
5. Insurance premiums: the costs of travel insurance that Party A purchases on his or her own.
6. Other expenses for things that Party B performs on behalf of Party A.

Regarding the suggested tips in items two and four above, Party B shall explain before departure the way tips are paid in each sightseeing area and the approximate amounts.

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.

1. Return to Party A all the expenses already paid except the amounts Party B has expended to pay certain fees
2. 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 journey is cancelled 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.

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:

1. The fine shall be 5% of the travel expenses when the cancellation notice arrives 41 days before the scheduled day of departure.
2. The fine shall be 10% of the travel expenses when the cancellation notice arrives 31 days to 40 days before the scheduled day of departure.
3. The fine shall be 20% of the travel expenses when the cancellation notice arrives 21 days to 30 days before the scheduled day of departure.
4. The fine shall be 30% of the travel expenses when the cancellation notice arrives two days to 20 days before the scheduled day of departure.
5. The fine shall be 50% of the travel expenses when the cancellation notice arrives one day before the scheduled day of departure.
6. The fine shall be 100% of the travel expenses when the cancellation notice arrives after the scheduled day of departure.

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:

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1. Those canceling the contract 41 days or more before the scheduled day of departure shall compensate Party B with 5% of the travel expenses.
  2. Those canceling the contract 31 days to 40 days before the scheduled day of departure shall compensate Party B with 10% of the travel expenses.
  3. Those canceling the contract 21 days to 30 days before the scheduled day of departure shall compensate Party B with 20% of the travel expenses.
  4. Those canceling the contract two days to 20 days before the scheduled day of departure shall compensate Party B with 30% of the travel expenses.
  5. Those canceling the contract one day before the scheduled day of departure shall compensate Party B with 50% of the travel expenses.

6. Those canceling the contract on or after the day of departure or failing to show up without notification in advance shall compensate Party B with 100% of the travel expenses.

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

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

14. (Contract termination for legal reasons before departure)

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 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 cancelled 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)

Party B, when applying for visas or processing other necessary procedures on behalf of tourists, shall guard Party A's travel documents and their National IDs 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.

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.

If certain expenses increase in the situation described in the preceding paragraph, Party B may request the said third party to pay 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 departure, shall require the written consent of Party A in advance. 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 result of negligence, Party A may request the assignee travel agency to pay compensation.

20. (Responsible party for overseas travel agency)

If Party B procures the service of an overseas travel agency to arrange tour activities and if that overseas travel 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, due to local circumstances, Party B does not have a choice in choosing the overseas travel 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 the circumstances specified in Articles 14 or 26 of this contract, 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.

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

Party A whose interests are thus jeopardized 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 after departure due to visa,

plane ticket or other problems as a result of causes attributable to Party B, besides resorting to measures prescribed in Article 21, 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 leads 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 is 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 three preceding paragraph 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 of expenses as a consequence and shall return Party A any difference resulting from a decrease of expenses.

Party A if he/she who disapproves of travel arrangement changes as described in the preceding paragraph, 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 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, steamboat, 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. But Party B, as a prudent administrator, shall assist Party A in dealing with the situation.

#### 28. (Arrangements for tourists to return home after contract termination)

After the journey begins, if Party A does not have a desire to cooperate with Party B to complete the journey, and subsequent itineraries are affected as a result, Party A may request Party B to pay the expenses needed to send them back to the place of departure and they shall reimburse Party B plus interest at \_\_\_\_% per annum; Party B may not refuse such requests.

If Party B is able to reduce on 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 may request Party A in question to compensate for its damages incurred from the situation described in Paragraph 1.

29. (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 on 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, 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 waved their rights and may not request that Party B refund any expenses or pay any compensation.

30. (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 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.

31. (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:

According to the minimum legal requirements

Higher than the legal requirement, the dollar amount will be:

Accidental death NT\$ \_\_\_\_\_ per tourist

Medical costs for bodily injury as a result of an accident, NT\$\_\_\_\_\_ per tourist

Overseas tour incidental expenses NT\$\_\_\_\_\_

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.

### 32. (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 handling 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.

### 33. (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.

### 34. (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 Administration, 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.

### 35. (Personal information protection)

Party A 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 A:

Disagree (If Party A does not agree, Party B cannot provide the tour services according to this contract)

Signature:

Agree

Signature:

(Check one of these two boxes. If left unchecked, it is considered to be “Disagree”.)

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 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 in 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.

### 36. (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 first instance. Even if

both parties to the contract have agreed upon a court of jurisdiction when lawsuits over the travel contract occur, use of the court with jurisdiction over small-claim proceedings as stated in Article 47 of the Consumer Protection Act or Article 436-9 of the Code of Civil Procedure may not be ruled out.

37. (Other items agreed upon)

Parties A and B agree to abide by the following:

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

If the item(s) agreed upon in the preceding item alter(s) other articles of this contract, unless approved by the Tourism Administration, 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)

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