

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into as of the date of acceptance by the Prospective Client, by and between The Sommelier Tours Limited, a private company limited by shares with Business Registration Number (BRN) 76858831 registered in the Hong Kong Special Administrative Region of the People's Republic of China, (hereinafter referred to as "The Company"), and the Client (hereinafter referred to as "Client").

1. Purpose

The Company provides customized travel itineraries, including but not limited to, luxury wine tours and bespoke travel planning in Spain. This Agreement is intended to ensure that any proprietary information shared with the Client remains confidential and is not used for personal or commercial purposes outside of the services provided by The Company.

2. Confidential

Information For the purpose of this Agreement, "Confidential Information" includes, but is not limited to:

- Custom travel itineraries, schedules, and planning details;
- Exclusive partnerships with wineries, hotels, restaurants, and other service providers;
- Pricing structures and service agreements;
- Any other proprietary business information shared by The Company.

3. Obligations of the Client

The Client agrees:

- Not to disclose, copy, reproduce, distribute, or use any Confidential Information for personal or commercial gain;
- Not to arrange identical or similar travel itineraries independently, using the Confidential Information provided by The Company;
- Not to share Confidential Information with third parties, including but not limited to other travel agencies, competitors, or service providers, without the express written consent of The Company;
- To take reasonable steps to ensure the protection and confidentiality of any materials or communications received from The Company.

4. Mandatory Agreement Before Consultation

The Client acknowledges that acceptance of this Confidentiality Agreement is a prerequisite for booking a free travel consultation with The Company. By proceeding with the consultation booking, the Client agrees to abide by all terms outlined in this Agreement. If the Client does not agree to these terms, they will not be eligible for a consultation.

5. Exceptions

Confidential Information does not include information that:

- Becomes publicly available through no fault of the Client;
- Is lawfully obtained by the Client from a third party without any obligation of confidentiality.

6. Breach & Remedies

In the event of a breach of this Agreement by the Client:

- The Company reserves the right to seek legal remedies, including but not limited to, injunctive relief and monetary damages;
- The Client may be held liable for any financial losses incurred by The Company due to unauthorized use or disclosure of Confidential Information;
- The Company may immediately terminate any ongoing services or agreements with the Client with no prior notice in the event of a breach and where there has been a failure to resolve the issue in good faith.

7. Term & Termination

This Agreement shall remain in effect for a period of 3 years from the date of disclosure of Confidential Information. The obligations of confidentiality shall survive the termination of this Agreement.

8. Governing Law

This Agreement shall be governed and construed in accordance with the laws of Hong Kong SAR, and any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts of Hong Kong.

9. Acceptance

By booking a free travel consultation with The Sommelier Tours Limited, the Client acknowledges and agrees to the terms set forth in this Confidentiality Agreement.