

SECURITIES AND EXCHANGE COMMISSION

FORM 20-F/A

Annual and transition report of foreign private issuers pursuant to sections 13 or 15(d) [amend]

Filing Date: **2013-01-10** | Period of Report: **2011-12-31**
SEC Accession No. [0001193125-13-008943](#)

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FILER

CTRIPOCOM INTERNATIONAL LTD

CIK: **1269238** | IRS No.: **000000000** | State of Incorporation: **E9** | Fiscal Year End: **1231**
Type: **20-F/A** | Act: **34** | File No.: **001-33853** | Film No.: **13522022**
SIC: **7389** Business services, nec

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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 20-F/A
(Amendment No. 1)

(Mark One)

Registration statement pursuant to Section 12(b) or 12(g) of the Securities Exchange Act of 1934

or

Annual report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the fiscal year ended December 31, 2011

or

Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from _____ to _____

or

Shell company report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of event requiring this shell company report _____

Commission file number: 001-33853

CTRIP.COM INTERNATIONAL, LTD.

(Exact name of Registrant as specified in its charter)

N/A

(Translation of Registrant's name into English)

Cayman Islands

(Jurisdiction of incorporation or organization)

99 Fu Quan Road

Shanghai 200335

People's Republic of China

(Address of principal executive offices)

Min Fan, President and Chief Executive Officer

Telephone: +(8621) 3406-4880

Facsimile: +(8621) 5251-0000

99 Fu Quan Road

Shanghai 200335

People's Republic of China

(Name, Telephone, Email and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act:

| <u>Title of Each Class</u> | <u>Name of Each Exchange on Which Registered</u> |
|--|---|
| Ordinary shares, par value US\$0.01 per ordinary share | The NASDAQ Stock Market LLC* (The NASDAQ Global Select Market) |

* Not for trading but only in connection with the listing on the NASDAQ Global Select Market of American depository shares, each representing 0.25 of an ordinary share.

Securities registered or to be registered pursuant to Section 12(g) of the Act:

None
(Title of Class)

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act:

None
(Title of Class)

Indicate the number of outstanding shares of each of the Issuer's classes of capital or common stock as of the close of the period covered by the annual report. 35,849,473 ordinary shares, par value \$0.01 per ordinary share

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes No

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer Non-accelerated filer

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP International Financial Reporting Standards as issued
by the International Accounting Standards Board Other

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow. Item 17 Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

(APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE PAST FIVE YEARS.)

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court. Yes No



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EXPLANATORY NOTE

This Amendment No. 1 (“Amendment No. 1”) to our annual report on Form 20-F for the year ended December 31, 2011, originally filed with the Securities and Exchange Commission on March 30, 2012 (the “2011 Form 20-F”), is being filed solely to (i) re-file Exhibits 4.7, 4.8, 4.9, 4.10 and 4.13 to replace English translations of the unexecuted forms of the relevant agreements with English translations of the executed forms of these agreements, and include in each of the form agreements a schedule that lists all other similar and currently effective agreements we entered into and the material differences between such agreements and the executed forms of the agreements filed; and (ii) file Exhibits 4.31, 4.32 and 4.33 to include the English translations of fully executed forms of supplemental agreements to the business loan agreements, exclusive option agreements and share pledge agreements that we entered into with our affiliated Chinese entities, and include in each of the form supplemental agreements a schedule that lists all other similar and currently effective supplemental agreements we entered into and the material differences between such agreements and the executed forms of the supplemental agreements filed.

This Amendment No. 1 speaks as of the filing date of the 2011 Form 20-F. Other than as set forth above, this Amendment No. 1 does not, and does not purport to, amend, update or restate any other information or disclosure included in the 2011 Form 20-F or reflect any events that have occurred since the filing date of the 2011 Form 20-F.

As required under Rule 12b-15 of the Securities and Exchange Act of 1934, as amended, we are also filing as exhibits to this Amendment No. 1 the certifications required under Section 302 of the Sarbanes-Oxley Act of 2002.

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ITEM 19. EXHIBITS

| <u>Exhibit Number</u> | <u>Document</u> |
|---------------------------|---|
| 1.1 | Amended and Restated Memorandum and Articles of Association of Ctrip.com International, Ltd. (incorporated by reference to Exhibit 3.2 from our Registration Statement on Form F-1 (file no. 333-110455) filed with the Securities and Exchange Commission on November 25, 2003), as amended (amendment incorporated by reference to Exhibit 99.2 to our Report of Foreign Private Issuer on Form 6-K filed with the Securities and Exchange Commission on October 17, 2006) |
| 2.1 | Specimen American Depositary Receipt of Ctrip.com International, Ltd. (incorporated by reference to the prospectus dated January 25, 2010 as part of the Registration Statement on Form F-6 (file no. 333-145167) filed with the Securities and Exchange Commission on August 6, 2007) |
| 2.2 | Specimen Stock Certificate of Ctrip.com International, Ltd. (incorporated by reference to Exhibit 4.2 from our Registration Statement on Form F-1 (file no. 333-110455) filed with the Securities and Exchange Commission on November 25, 2003) |
| 2.3 | Rights Agreement dated as of November 23, 2007 between Ctrip.com International, Ltd. and The Bank of New York, as Rights Agent (incorporated by reference to Exhibit 4.1 from our Report of Foreign Private Issuer on Form 6-K filed with the Securities and Exchange Commission on November 23, 2007) |
| 2.4 | Deposit Agreement dated as of December 8, 2003, as amended and restated as of August 11, 2006, and as further amended and restated as of December 3, 2007, among Ctrip.com International, Ltd., The Bank of New York as Depositary, and all Owners and Beneficial from time to time of American Depositary Shares issued thereunder (incorporated by reference to Exhibit 2.4 from our Annual Report on Form 20-F (file no. 001-33853) filed with the Securities and Exchange Commission on April 29, 2008) |
| 4.1 | Form of Ctrip.com International, Ltd. Stock Option Plans (incorporated by reference to Exhibit 10.1 from our Registration Statement on Form F-1 (file no. 333-110455) and Exhibit 10.23 from our Registration Statement on Form F-2 (file no. 333-121080) filed with the Securities and Exchange Commission on November 13, 2003 and December 8, 2004, respectively) |
| 4.2 | Form of Indemnification Agreement with the Registrant's directors and executive officers (incorporated by reference to Exhibit 10.2 from our Registration Statement on Form F-1 (file no. 333-110455) filed with the Securities and Exchange Commission on November 13, 2003) |
| 4.3 | Translation of Form of Labor Contract for Employees of the Registrant's subsidiaries in China (incorporated by reference to Exhibit 10.3 from our Registration Statement on Form F-1 (file no. 333-110455) filed with the Securities and Exchange Commission on November 13, 2003) |
| 4.4 | Employment Agreement between the Registrant and James Jianzhang Liang (incorporated by reference to Exhibit 10.4 from our Registration Statement on Form F-1 (file no. 333-110455) filed with the Securities and Exchange Commission on November 13, 2003) |
| 4.5 | Employment and Confidentiality Agreement between the Registrant and Jane Jie Sun (incorporated by reference to Exhibit 4.5 from our Annual Report on Form 20-F (file no. 000-50483) filed with the Securities and Exchange Commission on June 26, 2006) |
| 4.6 | Employment Agreement, between the Registrant and Min Fan (incorporated by reference to Exhibit 10.6 from our Registration Statement on Form F-1 (file no. 333-110455) filed with the Securities and Exchange Commission on November 13, 2003) |
| 4.7** | Translation of Executed Form of Technology Consulting and Services Agreement between a wholly owned subsidiary of the Registrant and an Affiliated Chinese Entity of the Registrant, as currently in effect |

- 4.8** Translation of Executed Form of Business Loan Agreement between a wholly owned subsidiary of the Registrant and shareholders of an Affiliated Chinese Entity of the Registrant, as currently in effect
- 4.9** Translation of Executed Form of Exclusive Option Agreement among a wholly owned subsidiary of the Registrant, an Affiliated Chinese Entity of the Registrant and the shareholders of the Affiliated Chinese Entity, as currently in effect

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- 4.10** Translation of Executed Form of Share Pledge Agreement between a wholly owned subsidiary of the Registrant and a shareholder of an Affiliated Chinese Entity of the Registrant, as currently in effect
- 4.11 Translation of Form of Operating Agreement between Ctrip Computer Technology (Shanghai) Co., Ltd. and an Affiliated Chinese Entity of the Registrant, as currently in effect (incorporated by reference to Exhibit 10.13 from our Registration Statement on Form F-1 (file no. 333-110455) filed with the Securities and Exchange Commission on November 13, 2003)
- 4.12 Translation of Lease Agreement dated May 1, 2003 between Ctrip Travel Information Technology (Shanghai) Co., Ltd. and Yu Zhong (Shanghai) Consulting Co., Ltd. (incorporated by reference to Exhibit 10.14 from our Registration Statement on Form F-1 (file no. 333-110455) filed with the Securities and Exchange Commission on November 13, 2003)
- 4.13** Translation of Executed Form of Power of Attorney by a shareholder of an Affiliated Chinese Entity of the Registrant, as currently in effect
- 4.14 Confidentiality and Non-Competition Agreement, effective as of September 10, 2003, between the Registrant and Qi Ji (incorporated by reference to Exhibit 10.16 from our Registration Statement on Form F-1 (file no. 333-110455) filed with the Securities and Exchange Commission on November 13, 2003)
- 4.15 Form of Director Agreement between the Registrant and its director (incorporated by reference to Exhibit 4.20 from our Annual Report on Form 20-F filed with the Securities and Exchange Commission on May 11, 2004)
- 4.16 Translation of Land Early Development Cost Compensation Agreement dated February 3, 2005 between Shanghai Hong Qiao Lin Kong Economic Development Park Co., Ltd. and Ctrip Travel Information Technology (Shanghai) Co., Ltd. (incorporated by reference to Exhibit 4.18 from our Annual Report on Form 20-F (file no. 000-50483) filed with the Securities and Exchange Commission on June 22, 2005)
- 4.17 Translation of Construction Agreement dated February 13, 2006 between Shanghai No. 1 Construction Co., Ltd. and Ctrip Travel Network Technology (Shanghai) Co., Ltd. (incorporated by reference to Exhibit 4.5 from our Annual Report on Form 20-F (file no. 000-50483) filed with the Securities and Exchange Commission on June 26, 2006)
- 4.18 Translation of State Land Use Right Assignment Contract dated February 25, 2008 between Nantong Land Resource Bureau and Ctrip Information Technology (Nantong) Co., Ltd. (incorporated by reference to Exhibit 4.21 from our Annual Report on Form 20-F (file no. 001-33853) filed with the Securities and Exchange Commission on April 29, 2008)
- 4.19 Ctrip.com International, Ltd. 2007 Share Incentive Plan, as amended and restated as of November 17, 2008 (incorporated by reference to Exhibit 4.21 from our Annual Report on Form 20-F (file no. 001-33853) filed with the Securities and Exchange Commission on May 26, 2009)
- 4.20 Summary of key terms of the form revolving credit facility agreement between each of Ctrip Computer Technology (Shanghai) Co., Ltd., Ctrip Travel Information Technology (Shanghai) Co., Ltd. and Ctrip Travel Network Technology (Shanghai) Co., Ltd. and our consolidated affiliated Chinese entity, Shanghai Huacheng Southwest Travel Agency Co., Ltd., and China Merchants Bank, Shanghai Branch (incorporated by reference to Exhibit 4.22 from our Annual Report on Form 20-F (file no. 001-33853) filed with the Securities and Exchange Commission on May 26, 2009)
- 4.21 Purchase Agreement dated May 7, 2009 between Ctrip.com International, Ltd. and Home Inns & Hotels Management Inc. (incorporated by reference to Exhibit 99.(B) from our General Statement of Acquisition of Beneficial Ownership on Schedule 13D (file no. 005-82520) filed with the Securities and Exchange Commission on May 21, 2009)
- 4.22 Registration Rights Agreement dated May 7, 2009 between Ctrip.com International, Ltd. and Home Inns & Hotels Management Inc. (incorporated by reference to Exhibit 99.(C) from our General Statement of Acquisition of Beneficial Ownership on Schedule 13D (file no. 005-82520) filed with the Securities and Exchange Commission on May 21, 2009)
- 4.23 Sale and Purchase Agreement dated February 3, 2010 among Wing On Travel (Holdings) Limited, C-Travel International Limited and Ctrip.com International, Ltd. (incorporated by reference to Exhibit 10.1 from our Registration Statement on Form F-3 (file no. 333-165150) filed with the Securities and Exchange Commission on March 2, 2010)

- 4.24 Subscription Agreement dated March 12, 2010 between Ctrip.com International, Ltd. and China Lodging Group, Limited (incorporated by reference to Exhibit 99.(A) from our General Statement of Acquisition of Beneficial Ownership on Schedule 13D (file no. 005-85408) filed with the Securities and Exchange Commission on April 9, 2010)
- 4.25 Share Purchase Agreement dated March 12, 2010 between Ctrip.com International, Ltd. and the selling shareholders named therein (incorporated by reference to Exhibit 99.(B) from our General Statement of Acquisition of Beneficial Ownership on Schedule 13D (file no. 005-85408) filed with the Securities and Exchange Commission on April 9, 2010)

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| | |
|----------|---|
| 4.26 | Investor and Registration Rights Agreement dated March 12 2010 between Ctrip.com International, Ltd. and China Lodging Group, Limited (incorporated by reference to Exhibit 99.(C) from our General Statement of Acquisition of Beneficial Ownership on Schedule 13D (file no. 005-85408) filed with the Securities and Exchange Commission on April 9, 2010) |
| 4.27* | Translation of Construction Contract as of February 2012 between Chengdu Ctrip Information Technology Co., Ltd. and Hunan No. 1 Engineering Co., Ltd. |
| 4.28* | Translation of Construction Contract dated September 8, 2008 between Ctrip Information Technology (Nantong) Co., Ltd. and Shanghai No. 1 Construction Co., Ltd. |
| 4.29* | Translation of Framework Agreement for Purchase and Sale of 3-9F Building A of Hongqiao International Technology Square dated December 9, 2011 among Shanghai Hongqiao Linkong Technology Development Co., Ltd., Ctrip Computer Technology (Shanghai) Co., Ltd. and Shanghai Huanji Digital Technology Co., Ltd. |
| 4.30* | Translation of State-Owned Construction Land Use Right Transfer Contract dated September 30, 2011 between Chengdu Ctrip Information Technology Co., Ltd. and Chengdu Land Resources Bureau |
| 4.31** | Translation of Executed Form of Supplemental Agreement to the Business Loan Agreement between a wholly owned subsidiary of the Registrant and shareholders of an Affiliated Chinese Entity of the Registrant, as currently in effect |
| 4.32** | Translation of Executed Form of Supplemental Agreement to the Exclusive Option Agreement among wholly owned subsidiaries of the Registrant, an Affiliated Chinese Entity of the Registrant and Shareholders of the Affiliated Chinese Entity, as currently in effect |
| 4.33** | Translation of Executed Form of Supplemental Agreement to the Share Pledge Agreement between a wholly owned subsidiary of the Registrant and a shareholder of an Affiliated Chinese Entity of the Registrant, as currently in effect |
| 8.1* | List of Significant Consolidated Entities of the Registrant |
| 11.1* | Code of Business Conduct and Ethics of the Registrant, as amended and restated as of June 14, 2011 |
| 12.1** | Chief Executive Officer Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 |
| 12.2** | Chief Financial Officer Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 |
| 13.1* | Chief Executive Officer Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 |
| 13.2* | Chief Financial Officer Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 |
| 15.1* | Consent of Maples and Calder |
| 15.2* | Consent of Commerce & Finance Law Offices |
| 15.3* | Consent of PricewaterhouseCoopers Zhong Tian CPAs Limited Company |
| 101.INS* | XBRL Instance Document |
| 101.SCH* | XBRL Taxonomy Extension Schema Document |
| 101.CAL* | XBRL Taxonomy Extension Calculation Linkbase Document |
| 101.DEF* | XBRL Taxonomy Extension Definition Linkbase Document |
| 101.LAB* | XBRL Taxonomy Extension Label Linkbase Document |
| 101.PRE* | XBRL Taxonomy Extension Presentation Linkbase Document |

* Previously filed with the Annual Report on Form 20-F on March 30, 2012.

** Filed with this Amendment No. 1 to the Annual Report on Form 20-F.

Technology Consulting and Services Agreement

This Technology Consulting and Services Agreement (hereinafter referred to as the "Agreement") has been executed by and between the following parties on September 10, 2003 in Shanghai.

Party A: Ctrip Computer Technology (Shanghai) Co., Ltd.

Address: Floor 3, Building No. 63, 421 Hongcao Road, Shanghai

Party B: Beijing Chenhao Xinye Air-Ticketing Service Company Limited¹

Address: Suite 3FG, Hongru Plaza, B5 Chegongzhuang Road, Xicheng District, Beijing

Whereas:

- (1) Party A is a wholly foreign owned enterprise established in the People's Republic of China (hereinafter referred to as "China"), and has the resources to provide technical and consulting services;
- (2) Party B is a Beijing company with exclusively domestic capital registered in China and may engage in air-ticketing business as approved by China Aviation Northern China Management Bureau;
- (3) Party A agrees to provide Party B with exclusive technical consulting and related services in air-ticketing business during the term of this Agreement utilizing its own advantages in human capital and information, and Party B agrees to accept the technical consultations and services provided by Party A.
- (4) Party A and Party B previously executed a Consulting Services Contract on July 15, 2002, and the parties now desire to make amendments to the conditions of said contract, and to execute this Agreement to replace said Consulting Services Contract.

Wherefore, through mutual discussion, the parties have reached the following agreements:

1. Exclusive Consultations and Services: Exclusive Interest

- 1.1 During the term of this Agreement, Party A agrees to provide Party B with relevant technical consultations and services as Party B's exclusive provider of technical and consultation services, in accordance with the conditions of this Agreement (for specific contents, see Attachment 1).
- 1.2 Party B agrees to accept the technical consultations and services provided by Party A. Party B further agrees that unless Party A consents in writing in advance, during the term of this Agreement, Party B shall not accept technical consultations and services provided by any third party regarding the aforementioned business.

¹ Predecessor of Beijing Ctrip International Travel Agency Co., Ltd.

1.3 Party A shall have exclusive interests in all rights, ownership, interests and intellectual properties arising from the performance of this Agreement, including but not limited to copyrights, patents, technical secrets, trade secrets and others, regardless of whether they have been developed by Party A or by Party B based on Party A' s intellectual properties.

2. The Calculation and Payment of the Technical Consulting and Service Fee (hereinafter referred to as "Consulting Service Fee")

The parties agree that the Consulting Service Fee under this Agreement shall be determined and paid based on the methods set forth in Attachment 2.

3. Representations and Warranties

3.1 Party A hereby represents and warrants as follows:

3.1.1 Party A is a wholly foreign owned enterprise legally registered and validly existing in accordance with Chinese laws.

3.1.2 Party A' s execution and performance of this Agreement is within the scope of its business operations; Party A has taken necessary corporate actions and given appropriate authorization and has obtained the consent and approval from third parties and government agencies, and will not violate the restrictions of laws binding or having an impact thereon.

3.1.3 This Agreement shall constitute Party A' s legitimate and valid obligations as soon as it is executed, and shall be enforceable against it.

3.2 Party B hereby represents and warrants as follows:

3.2.1 Party B is a company legally registered and validly existing in accordance with Chinese laws and may engage in air-ticketing business as approved by China Aviation Northern China Management Bureau;

3.2.2 Party B' s execution and performance of this Agreement is within the scope of its business operations; Party B has taken necessary corporate actions and given appropriate authorization and has obtained the consent and approval from third parties and government agencies, and will not violate the restrictions of laws binding or having an impact thereon.

3.2.3 This Agreement shall constitute Party B' s legitimate and valid obligations as soon as it is executed, and shall be enforceable against it.

4. Confidentiality Clauses

4.1 Party B agrees to maintain the confidentiality of confidential materials and information (hereinafter referred to as “Confidential Information”) of Party A that Party B learns or has access to due to its acceptance of Party A’ s exclusive consultations and services, and shall take various security measures designed to maintain such confidentiality; without the prior written consent of Party A, Party B shall not disclose, give or transfer such Confidential Information to any third party. Upon the termination of this Agreement, Party B shall return any document, material or software that contains such Confidential Information to Party A at Party A’ s request, or shall destroy same on his own and shall delete any Confidential Information from the relevant memory devices and shall not continue to use such Confidential Information.

4.2 The parties agree that this section shall survive changes to, rescission or termination of this Agreement.

5. Indemnification

Party B shall indemnify Party A for and hold Party A harmless from any loss, injury, obligation or expenses caused by any lawsuit, claims or other demands against Party A arising from or caused by contents of consultations and services requested by Party B.

6. Effectiveness and Term

6.1 This Agreement shall be executed on the date first above written and shall take effect as of the even date therewith. Unless terminated early in accordance with the provisions of this Agreement or relevant agreements separately executed between the parties, the term of this Agreement shall be ten (10) years.

6.2 The term of this Agreement shall not be extended unless confirmed in writing by Party A prior to the expiration thereof. The extended term shall be determined by the parties to this Agreement through consensus.

7. Termination

7.1 Termination upon date of expiration. Unless renewed in accordance with the relevant terms of this Agreement, this Agreement shall be terminated upon the date of expiration thereof.

7.2 Early termination. During the term of this Agreement, unless Party A commits a gross fault, fraudulent act, other illegal acts or becomes bankrupt, Party B shall not terminate this Agreement early. Notwithstanding the aforementioned covenant, Party A shall have the right to terminate this Agreement upon 30 days of written notice to Party B at any time.

7.3 Terms that survive termination. The rights and obligations of the parties under Article 4 and Article 5 shall survive the termination of this Agreement.

8. Resolution of Disputes

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the parties shall hold consultations in good faith to resolve same. Upon failure of such consultations, either party may submit the relevant dispute to the China International Economics and Foreign Trade Arbitration Commission Shanghai Chapter for resolution by arbitration, in accordance with its current arbitration rules. The arbitration shall be performed in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on both parties.

9. Force Majeure

9.1 "Force majeure" shall refer to any event beyond the reasonable control of either party and that still cannot be avoided even if the party affected has exercised reasonable care, including but not limited government actions, acts of God, fire, explosions, storms, flood, earthquakes, tides, lightning or war. But a lack of credit, funds or financing shall not be deemed a circumstances beyond the reasonable control of either party. The party affected by a "force majeure event" shall notify the other party of such relief from liability as soon as possible.

9.2 In the event that the performance of this Agreement is delayed or impeded by the aforementioned "force majeure," the party affected by such force majeure shall not be liable in any way under this Agreement to the extent of such delay or impedance. The party affected shall take appropriate measures to mitigate or eliminate the impact of such "force majeure" and shall attempt to resume the performance of obligations delayed or impeded by such "force majeure." As soon as the force majeure event is eliminated, the parties agree to use their best efforts to resume the performance of this Agreement.

10. Notices

Notices or other communications sent by either party as required by this Agreement shall be written in Chinese, and a notice shall be deemed served when below by personal delivery, registered mail, mail with prepaid postage or recognized express mail or facsimile.

To Licensor: Ctrip Computer Technology (Shanghai) Co., Ltd.
Address: 3rd fl., Building 63, Hong Cao Road, Shanghai
Facsimile: (021) 542651600
Phone: (021) 34064880

Party B: Beijing Ctrip International Travel Agency Co., Ltd.
Address: Suite 3FG, Hongru Plaza, B5 Chegongzhuang Road, Xicheng District, Beijing
Facsimile: (010) 64182795
Phone: (010) 64181616

11. Assignment

Unless Party A's prior written consent is obtained, Party B shall not assign the rights enjoyed to thereby and obligations undertaken thereby under this Agreement to any third party.

12. Severability

In the event that any provisions of this Agreement are invalid or unenforceable due to inconsistency with law, then such provisions shall only be invalid or unenforceable to the extent of the jurisdiction of such law, and shall not affect the legal validity of the remaining provisions of this Agreement.

13. Amendments and Supplements

Any amendments and supplements to this Agreement shall be in writing. The amendment agreements and supplemental agreements that have been signed by the parties and that relate to this Agreement shall be an integral part of this Agreement and shall have the same legal validity as this Agreement.

14. Governing Laws

This Agreement shall be governed by laws of China and shall be construed in accordance therewith.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as of the date first above written.

Party A: Ctrip Computer Technology (Shanghai) Co., Ltd.

Authorized representative: /s/ Jianzhang Liang

Party B: Beijing Chenhao Xinye Air-Ticketing Service Company Limited

Authorized representative: /s/ Min Fan

Attachment 1: Table of Contents of Technical Consultations and Services

Including furnishing of training of personnel, network platforms appurtenant to management and information services required for Party B' s business, making recommendations to Party B regarding the air ticketing business, and other forms of services accepted by the parties.

Attachment 2: The Calculation and Payment of the Technical Consulting and Service Fee

For each air ticket sold by Party B, Party B shall pay Party A RMB18.00 in technical consulting and service fee. Party B shall settle and pay the aforementioned technical consulting and service fee by the 15th of each month.

The aforementioned method of calculation may be adjusted quarterly by Party A and Party B depending on the current actual circumstances.

Schedule A

The following schedule sets forth all other similar agreements the registrant entered with each of its affiliated Chinese entities and the material differences between such other agreements and this exhibit.

| | VIE | Executing Parties | Execution | | Calculation and Payment of Term of the Agreement and | | | |
|----------------|-----|---|-----------|------|---|--|---|--|
| | | | Date | Note | Service Fee | Right of Termination | Renewal Clause | Transfer Clause |
| Form Agreement | | Party A: Ctrip Computer Shenzhen Ctrip Travel Agency Co., Ltd. | 2/6/2003 | | | | | |
| | | Party B: Shenzhen Ctrip Travel Agency Co., Ltd. | | | | | | |
| | | Party A: Ctrip Huacheng Southwest Travel Agency Co., Ltd. | 9/10/2003 | | | | | |
| | | Party B: Shanghai Huacheng Southwest Travel Agency Co., Ltd. | | | Identical among all agreements: Party B shall pay Party A certain amount as technical consulting and service fee. Party B shall settle and pay the aforementioned technical consulting and service fee of the previous month by a fixed date of each month. The calculation of service fee may be adjusted quarterly by the parties according to the actual circumstances. | Identical among all agreements: 10 years; this Agreement shall be terminated upon the date of expiration thereof; unless Party A commits a gross fault, fraudulent act, other illegal acts or becomes bankrupt, Party B shall not terminate this Agreement early; Party A shall have the right to terminate this Agreement upon 30 days' prior written notice to Party B at any time. | Identical among all agreements: The term of this Agreement shall not be extended unless confirmed in writing by Party A prior to the expiration thereof. The extended term shall be determined by the parties to this Agreement through consensus. | Identical among all agreements: Unless Party A' s prior written consent is obtained, Party B shall not assign the rights enjoyed to thereby and obligations undertaken thereby under this Agreement to any third party. |
| | | Party A: Ctrip Computer Beijing Ctrip International Travel Agency Co., Ltd. | 9/10/2003 | | | | | |
| | | Party B: Beijing Ctrip International Travel Agency Co., Ltd. | | | | | | |
| | | Party A: Ctrip Tongcheng Information Technology Co., Ltd. | 3/30/2007 | | | | | |
| | | Party B: Nantong Tongcheng Information Technology Co., Ltd. | | | | | | |
| | | Party A: Ctrip Computer Shanghai Ctrip International Travel Agency Co., Ltd. | 11/5/2003 | | | | | |
| | | Party B: Shanghai Ctrip International Travel Agency Co., Ltd. | | | | | | |

| | | |
|--|--|-----------|
| Shenzhen Ctrip Travel Agency Co., Ltd. | Party A: Ctrip Travel Network Technology (Shanghai) Co., Ltd. Party B: Shenzhen Ctrip Travel Agency Co., Ltd. | 4/14/2005 |
| Beijing Ctrip International Travel Agency Co., Ltd. | Party A: Ctrip Travel Network Technology (Shanghai) Co., Ltd. Party B: Beijing Ctrip International Travel Agency Co., Ltd. | 4/14/2005 |
| Guangzhou Ctrip Travel Agency Co., Ltd. | Party A: Ctrip Travel Network Technology (Shanghai) Co., Ltd. Party B: Guangzhou Ctrip Travel Agency Co., Ltd. | 4/14/2005 |
| Shanghai Huacheng Southwest Travel Agency Co., Ltd. | Party A: Ctrip Travel Network Technology (Shanghai) Co., Ltd. Party B: Shanghai Huacheng Southwest Travel Agency Co., Ltd. | 4/14/2005 |

| VIE | Executing Parties | Execution | | Calculation and Payment of Term of the Agreement and | | | |
|--------------|---|--|------------|---|----------------------|---|-----------------|
| | | Date | Note | Service Fee | Right of Termination | Renewal Clause | Transfer Clause |
| | Hainan Sweetome Hotel Management Co., Ltd. | Party A: Ctrip Computer Technology (Shanghai) Co., Ltd. Party B: Hainan Sweetome Hotel Management Co., Ltd. | 8/15/2011 | | | | |
| Variation I | Tujia Online Information Technology (Beijing) Co., Ltd. | Party A: Ctrip Computer Technology (Shanghai) Co., Ltd. Party B: Tujia Online Information Technology (Beijing) Co., Ltd. | 7/4/2011 | No Difference | No Difference | The extended period shall be determined by Party A. | No Difference |
| | Shanghai Quanlv Network Technology Co., Ltd. | Party A: Ctrip Computer Technology (Shanghai) Co., Ltd. Party B: Shanghai Quanlv Network Technology Co., Ltd. | 11/25/2010 | | | | |
| | Chengdu Ctrip Travel Service Co., Ltd. | Party A: Ctrip Network Technology (Shanghai) Co., Ltd. Party B: Shanghai Ctrip Commerce Co., Ltd. | 1/3/2008 | | | | |
| Variation II | Chengdu Ctrip Travel Service Co., Ltd. | Party A: Ctrip Computer Technology (Shanghai) Co., Ltd. Party B: Chengdu Ctrip Travel Service Co., Ltd. | 11/30/2008 | For each project accomplished by Party B, Party B shall pay technical consulting and service fee to Party A. The parties shall negotiate and determine the fee rates and payment deadline of such technical consulting and service fee. | No difference | The extended period shall be determined by Party A. | No difference |
| | Chengdu Ctrip International Travel Service Co., Ltd. | Party A: Ctrip Computer Technology (Shanghai) Co., Ltd. Party B: Chengdu Ctrip International Travel Service Co., Ltd. | 1/6/2009 | | | | |

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|---------------|--|--|---|--|
| | <p>Party A: Ctrip Computer Technology Ctrip Insurance Agency Co., Ltd. (Shanghai) Co., Ltd. 6/2/2011</p> <p>Party B: Ctrip Insurance Agency Co., Ltd.</p> | | | |
| | <p>Party A: Ctrip Network Technology Ctrip Insurance Agency Co., Ltd. (Shanghai) Co., Ltd. 6/2/2011</p> <p>Party B: Ctrip Insurance Agency Co., Ltd.</p> | | | |
| Variation III | <p>Party A: Ctrip Computer Technology Shanghai Ctrip Commerce Co., Ltd. (Shanghai) Co., Ltd. 4/12/2006</p> <p>Party B: Shanghai Ctrip Commerce Co., Ltd.</p> | <p>The settlement of the services between the Parties shall be subject to the specific supplemental agreement.</p> | <p>Unless terminated early in accordance with the provisions of this Agreement or relevant agreements separately executed between the parties, the term of this Agreement shall be ten years.</p> | <p>No Difference</p> <p>The above term of the Form Agreement is not contained in this agreement.</p> |
| | <p>Party A: Ctrip Computer Technology Guangzhou Ctrip Travel Agency Co., Ltd. (Shanghai) Co., Ltd. 9/10/2008</p> <p>Party B: Guangzhou Ctrip Travel Agency Co., Ltd.</p> | | | |
| | <p>Party A: Ctrip Travel Information Technology Shanghai Ctrip Commerce Co., Ltd. (Shanghai) Co., Ltd. 6/8/2006</p> <p>Party B: Shanghai Ctrip Commerce Co., Ltd.</p> | | | |

Business Loan Agreement

This Loan Agreement (hereinafter referred to as this "Agreement") is hereby executed by and among the parties below on September 10, 2003 in Shanghai:

- (1) Party A:
Ctrip.com (Hong Kong) Limited
Address: Unit 2001, The Centrium, 60 Wyndham Street, Central, Hong Kong.
- (2) Party B: Qi Ji
Chinese identification card No.: [redacted]
Home address: [redacted]
- (3) Party C: Min Fan
Chinese identification card No.: [redacted]
Home address: [redacted]
- (4) Party D: Jianzhang Liang
Home address: [redacted]

Whereas:

1. Party A is a company registered in Hong Kong, China, and Party A originally proposed to provide a total to RMB2 million loan to Party B, Party C and Party D, to be used as capital contributions of Party B, Party C and Party D to Ctrip Computer Technology (Shanghai) Limited (hereinafter referred to as "Ctrip Commerce"). Due to foreign currency remittance restrictions in China, the parties then decided to have Party A issue the aforementioned loan in the form of a consulting fee. On May 31, 2000, the parties executed the "Consulting Agreement" (hereinafter referred to as the "Consulting Agreement"), and on May 31, 2000, Party A paid US\$240,963.00 to Party B, Party C and Party D in the form of a consulting fee (equivalent to RMB2 million), and the parties understood that said consulting fee was essentially a loan from Party A to Party B, Party C and Party D.
2. Now Parties A, B, C and D mutually acknowledge that the aforementioned Consulting Agreement shall be invalid as of the date of its execution and shall not be binding on the parties. The payment of RMB2 million from Party A to Party B, Party C and Party D on May 31, 2000 was a loan to Party B, Party C and Party D. Of this, Party A loaned RMB700,000 to Party B, Party A loaned RMB650,000 to Party C, and Party A loaned RMB650,000 to Party D.
3. In July 2000, Party B, Party C and Party D used the entire sum of the aforementioned RMB2 million to set up Ctrip Commerce. Party B holds 35% of the outstanding shares in Ctrip Commerce, Party C holds 32.5% of the outstanding shares in Ctrip Commerce and Party D holds 32.5% of the outstanding shares in Ctrip Commerce.

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4. In March 2001, Party D transferred 16% of the shares held thereby in Ctrip Commerce to Party B. Upon completion of said share transfer, Party B held 51% of the outstanding shares in Ctrip Commerce, and Party C held 49% of the outstanding shares in Ctrip Commerce. Concurrent with the share transfer, as consideration for the share transfer, the RMB650,000 loan from Party A to Party D was also taken over by Party B and Party C, respectively, and of this, Party B took over RMB320,000 and Party C took over RMB330,000.
 5. Parties A, B, C and D mutually acknowledge that Party A lent a total of RMB1.02 million to Party B, to be used as Party B' s capital contribution toward 51% of the equity interest in Ctrip Commerce. Party A lent a total of RMB980,000 to Party C, to be used as Party C' s capital contribution toward 49% of the equity interest in Ctrip Commerce. To further clarify the relationship of rights and obligations with respect to the loan from Party A to Party B and Party C, the parties desired to execute this Loan Agreement, and use this Loan Agreement to replace all prior written or oral promises or agreements among the parties regarding the aforementioned RMB1.02 million loan from Party A to Party B (the relationship of loan rights and obligations between Party A and Party C shall be covenanted by the separately executed loan agreement as of the even date herewith ("Party C' s Loan Agreement").

Now therefore, through mutual promise and agreement, the parties have reached the following agreement for their mutual compliance:

1. Loan

- 1.1 In accordance with the provisions of the terms and conditions of this Agreement, Party A agrees to provide an RMB 1.02 million loan to Party B. The term of the loan shall be ten years from the date of execution of this Agreement, which may be extended upon consent of the parties. During the term of the loan or the extended term of the loan, Party B shall accelerate repayment of the loan as soon as one of the following circumstances occurs:
 - (1) Party B' s death, lack of capacity for civil conduct or limitation of capacity for civil conduct;
 - (2) Party B no longer serves as director of Party A or Party A' s affiliate;
 - (3) Party B engages in criminal conduct or is involved in criminal activities;
 - (4) Any other party files a claim against Party B that exceeds RMB500,000; and
 - (5) According to applicable Chinese laws, competent authorities begin to approve large numbers of transactions associated with value added Internet telecommunications services that foreign businesses are permitted to invest in, and Party A exercises the exclusive option under the Exclusive Option Agreement described in Section 1.6 of this Agreement.
- 1.2 The parties acknowledge that Party A has issued and that Party B has received the entire aforementioned loan.

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- 1.3 Party B agrees to accept the aforementioned loan provided by Party A, and hereby agrees and warranties to use the loan solely to provide funds capital for Ctrip Commerce, so as to develop Ctrip Commerce' s business. Unless Party A' s prior written consent is obtained, Party B shall not use the aforementioned loan for any other purpose, nor can Party B transfer or mortgage the shares or other interest he holds in Ctrip Commerce to any third party.
 - 1.4 Party A and Party B hereby jointly agree and acknowledge that Party B' s method of repayment can only take the following form: Party B transfers in whole the shares held by him in Ctrip Commerce to Party A or Party A' s designated person (legal or natural person).
 - 1.5 Party A and Party B hereby jointly agree and acknowledge that any gains obtained by Party B through the transfer of the shares it holds in Ctrip Commerce shall be used to repay the loan to Party A in accordance with this Agreement, and paid to Party A in its entirety in the manner designated by Party A and this Agreement shall be concurrently terminated.
 - 1.6 Party A and Party B hereby jointly agree and acknowledge that to the extent permitted by applicable laws, Party A shall have the right but not the obligation to purchase or designate other persons (legal or natural persons) to purchase Party B' s shares in Ctrip Commerce in part or in whole at any time, at a price agreed to by the parties. Party A and Party B shall execute an "Exclusive Option Agreement" (hereinafter to referred to as the "Exclusive Option Agreement") concurrently with the execution of this Agreement. According to said Agreement, to the extent permitted by Chinese laws, Party B shall irrevocably grant to Party A an exclusive option to purchase all of the shares of Ctrip Commerce held by Party B.

Party B also warranties to execute an irrevocable power of attorney, which authorizes a person designated by Party A to exercise all of his rights as a shareholder in Ctrip Commerce.

- 1.7 Interests on the Loan. When Party B transfers the shares he holds in Ctrip Commerce to Party A or Party A' s designated person, in the event that the transfer price of such shares equals or is lower than the principal of the loan under this Agreement, the loan under this Agreement shall be deemed an interest-free loan. In the event, however, that the transfer price of such shares exceeds the principal of the loan under this Agreement, the excess over the principal shall be deemed the interest of the loan under this Agreement paid by Party B to Party A.

2. Representations and Warranties

- 2.1 Between the date of execution of this Agreement and prior to the termination of this Agreement, Party A hereby makes the following representations and warranties to Party B:

- (a) Party A is a company set up and legally existing in accordance with Hong Kong laws;

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- (b) Party A has the authority to execute and perform this Agreement. The execution and performance by Party A of this Agreement is consistent with Party A's scope of business and the provisions of Party A's corporate bylaws and other organizational documents, and Party A has obtained all necessary and proper approvals and authorizations for the execution and performance of this Agreement;
- (c) Party A's execution and performance of this Agreement does not violate any laws and regulations or government approvals, authorizations, notices or other government documents that are binding thereon or that affect Party A, nor does it violate any agreements that Party A has executed with any third party or any promises to any third party; and
- (d) This Agreement shall constitute Party A's legitimate and valid obligations as soon as it is executed, and shall be enforceable against it.
- 2.2 Between the date of execution of this Agreement and prior to the termination of this Agreement, Party B hereby makes the following representations and warranties:
- (a) Ctrip Commerce is a limited liability company set up and legally existing in accordance with Chinese laws, and Party B is a legal holder of shares in Ctrip Commerce;
- (b) Party B has the authority to execute and perform this Agreement. The execution and performance by Party B of this Agreement is consistent with Party B's corporate bylaws and other organizational documents, and Party B has obtained all necessary and proper approvals and authorizations for the execution and performance of this Agreement;
- (c) Party B's execution and performance of this Agreement does not violate any laws and regulations or government approvals, authorizations, notices or other government documents that are binding upon or affect Party B, nor does it violate any agreements that Party B has executed with any third party or any promises to any third party;
- (d) This Agreement shall constitute Party B's legitimate and valid obligations as soon as it is executed, and shall be enforceable against Party B;
- (e) Party B has paid capital contributions in full with respect to Party B's shares in accordance with law, and has obtained a capital contribution verification report regarding capital contributions paid in from a qualified accounting firm;
- (f) Except for the provisions of the "Share Pledge Agreement" (hereinafter referred to as the "Share Pledge Agreement") executed by and between Party B and Ctrip Computer Technology (Shanghai) Limited as of the date of execution of this Agreement, Party B has not placed any mortgage, pledge or any other security measures on Party B's shares, has not extended any offer to any third party regarding the transfer of Party B's shares or executed any agreement with any third party regarding the transfer of Party B's shares;

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- (g) There are no disputes, litigation, arbitration, administrative proceedings or any other legal proceedings relating to Party B and / or Party B' s shares, nor are there any potential disputes, litigation, arbitration, administrative proceedings or any other legal proceedings relating to Party B and / or Party B' s shares; and
 - (h) Ctrip Commerce has completed all the government approvals, authorizations, licensing, registration and filling required for engaging in business within the scope of its business license and for owning its assets.

3. Party B' s Covenants

3.1 As a major shareholder in Ctrip Commerce, Party B promises that during the term of this Agreement, Party B shall cause Ctrip Commerce:

- (a) Without Party A' s prior written consent, Ctrip Commerce shall not supplement, change or amend its corporate bylaws in any manner, increase or decrease its registered capital or change its share capital structure in any manner;
- (b) Maintain its corporate existence in accordance with good financial and business standards and practices by prudently and effectively operating its business and handling its affairs;
- (c) Without Party A' s prior written consent, Party B shall not sell, transfer, mortgage or in dispose in other manner its legitimate or beneficial interest in any of its assets, business or revenue at any time from the date of execution of this Agreement, or permit the encumbrance of any other security interest thereon;
- (d) Without Party A' s prior written consent, Party B shall not incur, inherit, guarantee or otherwise allow for the existence of any debt, except for (i) debt incurred in the ordinary course of business instead of that incurred through any loans; and (ii) debt already disclosed to Party A for which Party A' s written consent has been obtained;
- (e) Always operate all business during the ordinary course of business, to maintain its asset value;
- (f) Without the prior written consent of Party A, Party B shall not execute any major contract, except for contracts in the ordinary course of business (for purpose of this subsection, a contract whose value exceeds RMB50,000 shall be deemed a major contract);
- (g) Without the prior written consent of Party A, Party B shall not provide any person with any loan or credit;
- (h) Provide Party A with all of the information on Party B' s business operations and financial condition at Party A' s request;

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- (i) Procure and maintain insurance from an insurance carrier acceptable to Party A, and the amount and types of coverage maintained shall be identical to the amount and types of coverage usually maintained by companies that operate similar business and hold similar properties or assets in the same area where Party B is located;
 - (j) Without the prior written consent of Party A, Party B shall not merge or be consolidated with any person, or acquire any person or make investments in any person;
 - (k) Immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to Party B' s assets, business and income;
 - (l) To maintain the ownership by Party B of all of its assets, execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defense against all claims;
 - (m) Without the prior written consent of Party A, Party B shall not in any manner distribute stock dividends to shareholders, provided that as soon as Party A makes a request, Party B shall immediately distribute all distributable profits to the respective shareholders;
 - (n) At the request of Party A, appoint any persons designated by Party A as directors of Ctrip Commerce; and
 - (o) Strictly abide by the provisions of the Exclusive Option Agreement, and refrain from any action/omission sufficient to affect the effectiveness and enforceability of the Exclusive Option Agreement.

3.2 Party B promises that during the term of this Agreement, he shall

- (a) Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage or dispose of in any other manner the legal or beneficial interest in shares held by Party B, or allow the encumbrance thereon of any security interest or permit the encumbrance of any other security interest thereon, except in accordance with the Share Pledge Agreement;
- (b) Cause the directors of Ctrip Commerce appointed by Party B not to approve the sale, transfer, mortgage or disposition in any other manner of any legal or beneficial interest in shares held by Party B, or allow the encumbrance thereon of any security interest, except to Party A or Party A' s designated person;
- (c) Cause the directors of Ctrip Commerce appointed by Party B not to approve the merger or consolidation of Ctrip Commerce with any person, or its acquisition of or investment in any person, without the prior written consent of Party A;

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- (d) Immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to Party B' s shares;
 - (e) To maintain his ownership of his shares in Ctrip Commerce, execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defense against all claims;
 - (f) Without the prior written consent of Party A, Party B shall refrain from any action / omission that may have a major impact on the assets, business and liabilities of Ctrip Commerce;
 - (g) Appoint any designee of Party A as director of Ctrip Commerce, at the request of Party A;
 - (h) To the extent permitted by Chinese law, at the request of Party A at any time, promptly and unconditionally transfer all of the shares held by Party B in Ctrip Commerce to Party A or Party A' s designated representative at any time, and cause the other shareholder of Ctrip Commerce to waives his right of first refusal with respect to the share transfer described in this section;
 - (i) To the extent permitted by Chinese law, at the request of Party A at any time, cause the other shareholder of Ctrip Commerce to promptly and unconditionally transfer all of the shares held by him to Party A or Party A' s designated representative at any time, and Party B hereby waives his right of first refusal with respect to the share transfer described in this section;
 - (j) In the event that Party A purchases Party B' s shares from Party B in accordance with the provisions of the Exclusive Option Agreement, Party B shall use such purchase price obtained thereby to repay the loan to Party A first; and
 - (k) Strictly abide by the provisions of this Agreement, the Share Pledge Agreement and the Exclusive Option Agreement, effectively perform his obligations under this Agreement, the Share Pledge Agreement and the Exclusive Option Agreement, and refrain from any action / omission sufficient to affect the effectiveness and enforceability of this Agreement, the Share Pledge Agreement and the Exclusive Option Agreement.

4. Liability for Default

In the event that Party B fails to perform the repayment obligations by the deadline set forth in this Agreement, Party B shall pay an overdue interest of 0.01% per day for the outstanding payment, until the day Party B repays all principal of the loan, overdue interest and other amounts.

5. Notices

Unless there are written notices changing the addresses below, notices under this Agreement shall be sent to the following addresses via personal delivery, facsimile or registered mail. If a notice is sent via registered mail, the date of signature for receipt on return receipt of the registered mail shall be the date of service; if a notice is sent via personal delivery or facsimile, it shall be deemed served on the date sent. If a notice is sent via facsimile, the original document shall be immediately sent to the following addresses via registered mail or personal delivery after transmission.

To Party A:

Ctrip.com (Hong Kong) Limited
Room 2001, The Centrium, 60 Wyndham Street
Central, Hong Kong
Facsimile: (00852) 21690920
Phone: (00852) 21690911
Attn: Neil Shen

To Party B: Qi Ji

Address: [redacted]
Facsimile: [redacted]
Phone: [redacted]

To Party C: Min Fan

Address: [redacted]
Facsimile: [redacted]
Phone: [redacted]

To Party D: Jianzhang Liang

Address: [redacted]
Facsimile: [redacted]
Phone: [redacted]

6. Duty to maintain confidentiality

The parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. The parties shall maintain the confidentiality of all such information, and without obtaining the written consent of other parties, they shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also required to be bound by confidentiality duties similar to the duties in this section. Disclosure of a secret by the staff members or agency hired by any party shall be deemed disclosure of a secret by such a party, which shall be held liable for breach of this Agreement. This section shall survive the termination of this Agreement for any reason.

7. Governing Law and Resolution of Disputes

- 7.1 The execution, effectiveness, construction, performance and termination of this Agreement and the resolution of disputes shall be governed by Chinese laws.
- 7.2 In the event of any dispute with respect to the construction and performance of this Agreement, the parties shall first resolve same through friendly negotiations. Upon failure by the parties to reach an agreement on the resolution of such a dispute within 30 days after either party submits a request to the other party to resolve same through negotiations, any party may submit the relevant dispute to the China International Economics and Foreign Trade Arbitration Commission Shanghai Chapter for resolution by arbitration, in accordance with its arbitration rules effective then. The arbitration shall be performed in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on all parties.
- 7.3 Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pendency of arbitration of any dispute, except for the matters under dispute, the parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their other respective obligations under this Agreement.

8. Entire Agreement

The parties reaffirm that the Consulting Agreement executed by the parties to this Agreement on May 31, 2000 is invalid, and shall not be binding on the parties to this Agreement. The funding relations that occurred among the parties with respect to the matters described in this Agreement are fully defined in this Agreement and Party C' s Loan Agreement.

Except the written amendments, supplements or changes done after the execution of this Agreement, this Agreement and Party C' s Loan Agreement shall constitute the entire agreement among the parties to this Agreement with respect to the construction of this Agreement and the matters set forth in this Agreement, and shall supercede all prior oral discussions and written contracts reached among the parties with respect to the aforementioned matters.

9. Miscellaneous

- 9.1 This Agreement shall take effect upon the date of execution thereof, and shall expire upon the date of performance by the parties of their obligations under this Agreement.
- 9.2 This Agreement shall be in quadruplicate copies, with one copy for each of the parties. The copies shall have equal legal validity.

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- 9.3 The parties to this Agreement all agree that Party A and Party B shall have the right to amend and supplement through written agreement any covenants herein that involve the relationship of rights and obligations between Party A and Party B. Such amendments and supplements shall not require the consent of Party C and Party D, nor shall notices be required to be sent to Party C and Party D or acknowledgement required from Party C and Party D. Party C and Party D hereby acknowledge their waiver of all rights relating thereto. Such written amendment agreement and / or supplemental agreement executed by and between Party A and Party B are an integral part of this Agreement, and shall have the same legal validity as this Agreement.
- 9.4 The invalidation of any provisions of this Agreement shall not affect the legal validity of the remaining provisions of this Agreement.
- 9.5 The attachments to this Agreement shall be an integral part of this Agreement and shall have the same legal validity as this Agreement.

Party A: Ctrip.com (Hong Kong) Limited

Authorized representative: /s/ Authorized Signatory

Party B:

Signed: /s/ Qi Ji

Party C:

Signed: /s/ Min Fan

Party D:

Signed: /s/ Jianzhang Liang

Schedule A

The following schedule sets forth all other similar agreements the registrant entered with each of its affiliated Chinese entities and the material differences between such other agreements and this exhibit.

| VIE | Executing Parties | Execution Date | Amount and Term of Loan | Status | Purpose of Loan (including use restriction) | Payment Restriction | Restriction imposed by the Lender on | | |
|-----------------------------------|--|----------------|---|---|---|--|--|--|---|
| | | | | | | | VIE Shareholders' Power to Sell their Shares | Borrower's Covenants on the Shares | Termination and Renewal Clauses |
| Shanghai Ctrip Commerce Co., Ltd. | Party A (Lender): Ctrip.com (Hong Kong) Limited | 2003-9-10 | Amount: RMB1.02 million, lent by Party A to Party B | A supplemental agreement was executed on May 15, 2008, whereby Qi Ji is changed to Tao Yang | A supplemental agreement was executed on January 15, 2004, whereby Party A grants to Party B an additional loan of RMB4.1 million. Another supplemental agreement was executed on October 11, 2006, whereby Party A additionally lends Party B RMB3.9 million, making the | Identical among all agreements: The method of repayment can only take the following form: the Borrower transfers in whole the shares held by him in the VIE to the Lender or the Lender's designated person (legal or natural person). | Identical among all agreements: Party B shall irrevocably grant to Party A an exclusive option to purchase all of the shares of the VIE held by Party B. | Identical among all agreements: See details in Section 3.2 of the Form Agreement | Identical among all agreements: The agreement may be extended upon the consent of the Parties |
| | Party B (Borrower): Qi Ji | | | | | | | | |
| | Party C (Borrower): Min Fan | | | | | | | | |
| | Party D (Borrower): Jianzhang Liang | | | | | | | | |
| | Party A (Lender): Ctrip.com (Hong Kong) Limited | | | | | | | | |
| | Party B (Borrower): Min Fan | | | | | | | | |
| | Party C (Borrower): Qi Ji | | | | | | | | |
| | Party D (Borrower): Jianzhang Liang | | | | | | | | |
| | Party A (Lender): Ctrip.com (Hong Kong) Limited | | | | | | | | |
| | Party B (Borrower): Min Fan | | | | | | | | |

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|--|---|---|
| <p>Shenzhen Party A (Lender): Ctrip Ctrip.com (Hong Travel Kong) Limited 2004-8-1 Agency Party B (Borrower): Co., Ltd. Jianmin Zhu</p> | <p>Amount: RMB150,000, lent by Party A to Party B Repayment Deadline: February 5, 2014</p> | <p>entire loan as RMB8.98 million in total. Another Supplemental agreement was executed on May 15, 2008, whereby Qi Ji is changed to Tao Yang.</p> <p>A supplemental agreement was executed on April 24, 2006, whereby Party A lends an additional RMB100,000 to Party B, making the entire loan as RMB250,000 in total.</p> |
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| VIE | Executing Parties | Execution Date | Amount and Term of Loan | Status | Purpose of Loan (including use restriction) | Payment Restriction | Restriction imposed by the Lender on VIE Shareholders' Power to Sell their Shares | Borrower's Covenants on the Shares | Termination and Renewal Clauses |
|-------------|---|----------------|---|---|---|---------------------|---|--|---------------------------------|
| | | | | A supplemental agreement was executed on April 24, 2006, whereby Party A lends an additional RMB900,000 to Party B, making the entire loan as RMB2.25 million in total. | | | | | |
| | Shenzhen Ctrip Travel Agency Co., Ltd. | 2004-2-6 | Party A (Lender): Ctrip.com (Hong Kong) Limited Party B (Borrower): Min Fan Amount: RMB1.35 million, lent by Party A to Party B Term: 10 years | | | | | | |
| | Shenzhen Ctrip Travel Agency Co., Ltd. | 2004-2-6 | Party A (Lender): Ctrip.com (Hong Kong) Limited Party B (Borrower): Min Fan Amount: RMB1.35 million, lent by Party A to Party B Term: 10 years | | | | | | |
| | Beijing Ctrip International Travel Agency Co., Ltd. | 5/16/2011 | Party A (Lender): Ctrip.com (Hong Kong) Limited Party B (Borrower): Maohua Sun Amount: RMB1.6 million, lent by Party A to Party B Expiry Date: May 15, 2021 | | | | | Firstly, the following part of Section 3.2(h) of the Form Agreement is not contained in this | |
| Variation I | Shanghai Huacheng Southwest Travel Agency Co., Ltd. | 5/16/2011 | Party A (Lender): Ctrip Computer Technology (Shanghai) Co., Ltd. Party B (Borrower): Maohua Sun Amount: RMB250,000, lent by Party A to Party B Expiry Date: May 15, 2021 | | No Difference | No Difference | No Difference | Agreement: "and cause the other shareholder of the VIE to waive his right of first refusal with respect to the share | No Difference |

| VIE | Executing Parties | Execution Date | Amount and Term of Loan | Status | Purpose of Loan (including use restriction) | Payment Restriction | Restriction imposed by the Lender on VIE Shareholders' Power to Sell their Shares | Borrower's Covenants on the Shares | Termination and Renewal Clauses |
|--|--|----------------|---|--------|---|---------------------|---|---|---------------------------------|
| Shanghai Ctrip Commerce Co., Ltd. | Party A (Lender): Ctrip Computer Technology (Shanghai) Co., Ltd. Party B (Borrower): Maohua Sun | 5/16/2011 | Amount: RMB 1.02 million, lent by Party A to Party B Expiry Date: May 15, 2021 | | | | | transfer described in this section;" Secondly, Section 3.2(i) of the Form Agreement is not contained in this Agreement: "To the extent permitted by Chinese law, at the request of Party A at any time, cause the other shareholder of the VIE to promptly and unconditionally transfer all of the shares held by him to Party A or Party A' s designated representative at any time, and Party B hereby waives his right of first refusal with respect to the share transfer described in this section;" | |
| Shanghai Quanlv Network Technology Co., Ltd. | Party A (Lender): Ctrip Computer Technology (Shanghai) Co., Ltd. Party B (Borrower): Maohua Sun | 5/16/2011 | Amount: RMB500,000, lent by Party A to Party B Expiry Date: May 15, 2021 | | | | | | |
| Nantong Tongcheng Information Technology Co., Ltd. | Party A (Lender): Ctrip Computer Technology (Shanghai) Co., Ltd. Party B (Borrower): Fengying Zhang | 3/7/2007 | Amount: RMB10 million, lent by Party A to Party B Expiry Date: March 6, 2015 | | | | | | |
| Shanghai Ctrip Commerce Co., Ltd. | Party A (Lender): Ctrip Computer Technology (Shanghai) Co., Ltd. Party B (Borrower): Min Fan | 2011-9-16 | Amount: RMB17.96 million, lent by Party A to Party B Expiry Date: September 16, 2021 | | | | | | |
| Shanghai Ctrip Commerce Co., Ltd. | Party A (Lender): Ctrip Computer Technology (Shanghai) Co., Ltd. Party B (Borrower): Maohua Sun | 2011-9-16 | Amount: RMB2.04 million, lent by Party A to Party B Expiry Date: September 16, 2021 | | | | | | |

| VIE | Executing Parties | Execution Date | Amount and Term of Loan | Status | Purpose of Loan (including use restriction) | Payment Restriction | Restriction imposed by the Lender on VIE Shareholders' Power to Sell their Shares | Borrower's Covenants on the Shares | Termination and Renewal Clauses |
|---|--|----------------|---|--|---|---------------------|---|------------------------------------|---------------------------------|
| Hainan Sweetome Hotel Management Co., Ltd. | Party A (Lender): Ctrip Computer Technology (Shanghai) Co., Ltd. Party B (Borrower): Maohua Sun | 2011-8-2 | Amount: RMB3.5 million, lent by Party A to Party B Expiry Date: August 1, 2021 | A supplemental agreement was executed in September, 2011 to change the amount of the loan from RMB3.5 million to 2.75 million. | | | | | |
| Tujia Online Information Technology (Beijing) Co., Ltd. | Party A (Lender): Ctrip Computer Technology (Shanghai) Co., Ltd. Party B (Borrower): Maohua Sun | 2011-6-20 | Amount: RMB1.4 million, lent by Party A to Party B Expiry Date: June 19, 2021 | A supplemental agreement was executed in September, 2011 to change the amount of the loan from RMB1.4 million to 1.1 million. | | | | | |
| Hainan Sweetome Hotel Management Co., Ltd. | Party A (Lender): Ctrip Computer Technology (Shanghai) Co., Ltd. Party B (Borrower): Lei Chen | 2011-8-2 | Amount: RMB1.5 million, lent by Party A to Party B Expiry Date: August 1, 2021 | The Borrower assigned its shares in September, 2011, so the agreement between Party A and Party B was terminated. | | | | | |
| | | | | A supplemental Agreement | | | | | |

was executed
on October
12, 2012 to
change the
Borrower to
Jun Luo.

The
Borrower
assigned its
shares in
September,
2011, so the
agreement

Tujia Online Party A (Lender): Ctrip
Information Computer Technology
Technology (Shanghai) Co., Ltd. 2011-6-20
(Beijing) Party B (Borrower):
Co., Ltd. Xiaopan Wang

Amount: between
RMB600,000, Party A and
lent by Party A Party B was
to Party B terminated.
Expiry Date: A
June 19, 2021 supplemental
Agreement
was executed
on October
12, 2012 to
change the
Borrower to
Jun Luo.

Shanghai Party A (Lender): Ctrip
Quanlv Computer Technology
Network (Shanghai) Co., Ltd. 2010-10-18
Technology Party B (Borrower):
Co., Ltd. Min Fan

Amount:
RMB4.5
million, lent by
Party A to
Party B
Expiry Date:
October 17,
2020

| VIE | Executing Parties | Execution Date | Amount and Term of Loan | Status | Purpose of Loan (including use restriction) | Payment Restriction | Restriction imposed by the Lender on VIE Shareholders' Power to Sell their Shares | Borrower's Covenants on the Shares | Termination and Renewal Clauses |
|---------------|---|----------------|--|---|--|---------------------|---|------------------------------------|---------------------------------|
| Variation II | Guangzhou Ctrip Travel Agency Co., Ltd. | 2003-9-10 | Amount: RMB450,000, lent by Party A to Party B Term: 10 years | A supplemental agreement was executed on March 1, 2004, whereby Party A grants to Party B an additional loan of RMB1.35 million. | Another supplemental agreement was executed on May 11, 2006, whereby Party A additionally lends Party B RMB900,000, making the entire loan as RMB2.7 million in total. | No Difference | No Difference | No Difference | No Difference |
| Variation III | Guangzhou Ctrip Travel Agency Co., Ltd. | 2004-8-1 | Amount: RMB200,000 Expiry Date: September 9, 2013 | A supplemental agreement was executed on May 11, 2006, whereby Party A additionally lends Party B RMB100,000, making the entire loan as | Loan amounts only used to pay the share transfer price to the transferor of the shares of VIE. | No Difference | No Difference | No Difference | No Difference |

RMB300,000

in total.

| | | | |
|---------------|---------------------|-------------|---------------|
| Beijing | | Amount: | Terminated |
| Ctrip | Party A (Lender): | RMB387,380, | by a |
| International | Ctrip.com (Hong | lent by | supplemental |
| Travel | Kong) Limited | 2003-9-10 | Party A to |
| Agency Co., | Party B (Borrower): | Party B | executed on |
| Ltd. | Min Fan | Term: 10 | September 22, |
| | | years | 2004 |

| VIE | Executing Parties | Execution Date | Amount and Term of Loan | Status | Purpose of Loan (including use restriction) | Payment Restriction | Restriction imposed by the Lender on VIE Shareholders' Power to Sell their Shares | Borrower's Covenants on the Shares | Termination and Renewal Clauses |
|--------------|---|----------------|---|---|--|---------------------|---|------------------------------------|---------------------------------|
| Variation IV | Shanghai Ctrip Charming International Travel Agency Co., Ltd. | 2003-11-3 | Amount: RMB4.29 million, lent by Party A to Party B | A supplemental agreement was executed on May 26, 2006, whereby Party A's creditor's rights were transferred to Ctrip Computer and additional loans were made to Party B by Ctrip Computer | RMB2.31 million will be used for capital increase of Ctrip Charming; on August 25, 2003, RMB600,000 was used to pay the price to purchase the shares of Ctrip Charming; on September 26, 2003, RMB1.38 million was used to pay the price to purchase the shares of Ctrip Charming. | No Difference | No Difference | No Difference | No Difference |

Exclusive Option Agreement

This Exclusive Option Agreement (this “Agreement”) is executed by and among the parties below as of September 10, 2003:

- (1) Party A: Ctrip.com (Hong Kong) Limited, a limited liability company set up and existing under the laws of Hong Kong, with its registered address at Ctrip.com (Hong Kong) Limited, Unit 2001, The Centrium, 60 Wyndham Street, Central, Hong Kong;
- (2) Party B: Min Fan Chinese identification card No.:[redacted] Home address: [redacted]; and
- (3) Party C: Shanghai Ctrip Commerce Co., Ltd., a limited liability company established and existing under the PRC laws, and the registered address is No. 628, Hongqiao Road, Shanghai.

In this Agreement, each of Party A, Party B and Party C shall be referred to as a “Party,” and they shall be collectively referred to as the “Parties.”

Whereas:

- (1) Party B holds 49% of the shares in Party C.
- (2) Party B and Party A executed a loan agreement on September 10, 2003 (the “Loan Agreement”).
- (3) Party C has executed a series of agreements such as the “Consulting Services Agreement” with Ctrip Computer Technology (Shanghai) Limited, a wholly owned foreign entity set up by Party A in China (“Ctrip Shanghai”).

Now therefore, upon mutual discussions and negotiations, the Parties have reached the following agreements:

1. Stock option and sale
- 1.1 Stock option grant

Party B hereby irrevocably grants to Party A an irrevocable right to purchase, or designate one or more persons (each, a “Designee”) to purchase, the shares of Party C then held by Party B at any time in part or in whole at Party A’s sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the “Stock Option”). Except for Party A and the Designee(s), no other person shall be entitled to the Stock Option. Party C hereby agrees to the grant by Party B of the Stock Option to Party A. The term “person” as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts or non-corporate organizations.

1.2 Steps for Exercise of Stock Option

Subject to the provisions of Chinese laws and regulations, Party A may exercise the Stock Option by issuing a written notice to Party B (the “Stock Option Notice”) and specifying the number of shares to be purchased from Party B (the “Option Shares”).

1.3 Stock Option Price

Unless an appraisal is required by Chinese laws applicable to the Stock Option exercised by Party A, the purchase price of the Option Shares (the “Stock Option Price”) shall equal the actual capital contributions paid in by Party B for the Option Shares.

1.4 Transfer of Option Shares

For each exercise of the Stock Option:

- (a) Party B shall cause to promptly convene a shareholders meeting, at which a resolution shall be adopted approving Party B’s transfer of Option Shares to Party A and / or the Designee(s);
- (b) Party B shall execute a share transfer contract with respect to each transfer with Party A and / or each Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Stock Option Notice regarding the Option Shares;
- (c) The relevant Parties shall execute all other necessary contracts, agreements or documents, obtain all necessary government licenses and permits and take all necessary actions, to give valid ownership of the Option Shares to Party A and/or the Designee(s) unencumbered by any security interest and cause Party A and/or the Designee(s) to become the registered owner(s) of the Option Shares. For the purchase of this section and this Agreement, “security interest” shall include security, mortgages, third party’s rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership detention or other security arrangements, etc. To clarify, security interest shall not include any security interest generated under this Agreement and Party B’s Share Pledge agreement. The “Party B’s Share Pledge Agreement” as used in this section and this Agreement shall refer to the Share Pledge Agreement executed by and between Ctrip Shanghai and Party B as of the even date hereof, whereby Party B pledges all of his shares in Party C to Ctrip Shanghai, in order to guarantee Party C’s performance of its obligations under the “Consulting Services Agreement” executed by and between Party C and Ctrip Shanghai.

1.5 Payment for the Stock Option Price

In view of the fact that Party A and Party B have agreed in the Loan Agreement that any proceeds obtained by Party B through the transfer of its shares in Party C shall be used as consideration for repayment of the loan provided by Party A in accordance with the Loan Agreement, when Party A exercises the Stock Option, the Stock Option Price shall be deemed as consideration for repaying the loan owed by Party B to Party A, and accordingly, Party A shall no longer be required to pay any separate Stock Option Price to Party B.

2. Covenants regarding Stock Option

2.1 Covenants regarding Party C

Party B and Party C hereby warrant the following:

- (a) Without the prior written consent of Party A or Ctrip Shanghai, they shall not in any manner supplement, change or amend the articles and by laws of Party C, increase or decrease its registered capital, or change its structure of registered capital in any other manner;
- (b) Maintain Party C' s corporate existence in accordance with good financial and business standards and practices by prudently and effectively operating its business and handling its affairs;
- (c) Without the prior written consent of Party A or Ctrip Shanghai, they shall not at any time following the date of execution hereof, sell, transfer, mortgage or dispose of in any other manner any assets of Party C or legal or beneficial interest in the business or revenues of Party C, or allow the encumbrance thereon of any security interest;
- (d) Without the prior written consent of Party A or Ctrip Shanghai, they shall not incur, inherit, guarantee for or suffer the existence of any debt, except for (i) debt incurred in the ordinary course of business instead of that incurred through any loans; and (ii) debt already disclosed to Party A for which Party A' s written consent has been obtained;
- (e) Always operate all of Party C' s businesses during the ordinary course of business, to maintain the asset value of Party C and refrain from any action / omission sufficient to affect Party C' s operating status and asset value;
- (f) Without the prior written consent of Party A or Ctrip Shanghai, they shall not execute any major contract, except contracts in the ordinary course of business (for purpose of this subsection, a contract whose value exceeds RMB1 million shall be deemed a major contract);
- (g) Without the prior written consent of Party A or Ctrip Shanghai, they shall not provide any person with any loan or credit;
- (h) Provide Party A with information on Party C' s business operations and financial condition at Party A' s request;
- (i) Procure and maintain insurance from an insurance carrier acceptable to Party A, and the amount and types of coverage maintained shall be identical to the amount and types of coverage usually maintained by companies that operate similar business and hold similar properties or assets in the same area where Party C is located;

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- (j) Without the prior written consent of Party A or Ctrip Shanghai, they shall not merge or be consolidated with any person, or acquire any person or make investments in any person;
 - (k) Immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to Party C' s assets, business and revenue;
 - (l) To maintain the ownership by Party C of all of its assets, execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims;
 - (m) Without the prior written consent of Party A or Ctrip Shanghai, they shall not in any manner distribute stock dividends to the shareholders, provided that as soon as Party A makes a request, they shall immediately distribute all distributable profits to the respective shareholders; and
 - (n) At the request of Party A or Ctrip Shanghai, appoint any persons designated by Ctrip Shanghai as directors of Party C.

2.2 Covenants regarding Party B

Party B hereby warrants the following:

- (a) Without the prior written consent of Party A or Ctrip Shanghai, Party B shall not at any time following the date of execution hereof sell, transfer, mortgage or dispose of in any other manner any legal or beneficial interest in the shares of Party C held by Party B, or allow the encumbrance thereon of any security interest, except for the pledge placed on these shares in accordance with Party B' s Share Pledge Agreement;
- (b) Cause the directors of Party C appointed by Party B not to approve the sale, transfer, mortgage or disposition in any other manner any legal or beneficial interest in the shares of Party C held by Party B, or allow the encumbrance thereon of any security interest, except for the pledge placed on these shares in accordance with Party B' s Share Pledge Agreement;
- (c) Cause the directors of Party C appointed by Party B not to approve the merger or consolidation with any person, or the acquisition of or investment in any person, without the prior written consent of Party A or Ctrip Shanghai;
- (d) Immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to the shares of Party C held by Party B;

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- (e) Cause the directors of Party C appointed by Party B to vote their approval of the transfer of the Option Shares as set forth in this Agreement;
 - (f) To maintain his ownership of Party C' s shares, execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims;
 - (g) Appoint any Designee of Ctrip Shanghai as director of Party C, at the request of Party A or Ctrip Shanghai;
 - (h) At the request of Party A at any time, promptly and unconditionally transfer its shares in Party C to Party A' s Designee(s) at any time, and waives its right of first refusal to the share transfer by the other existing shareholder of Party C; and
 - (i) Strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, Party C and Party A, effectively perform the obligations thereunder, and refrain from any action/omission sufficient to affect the effectiveness and enforceability thereof.

3. Representations and Warranties by Party B and Party C

Party B and Party C hereby represent and warrant to Party A, as of the date of execution of this Agreement and each date of transfer of the Option Shares, that:

- (a) They have the authority to execute and deliver this Agreement and any share transfer contracts to which they are a party concerning the Option Shares to be transferred thereunder (each, a "Transfer Contract"), and to perform their obligations under this Agreement and any Transfer Contracts. The execution of this Agreement and the Transfer Contracts to which they are a party shall constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof;
- (b) The execution and delivery of this Agreement or any Transfer Contract and the obligations under this Agreement or any Transfer Contract shall not: (i) cause any violation of any applicable Chinese laws; (ii) be inconsistent of their articles, bylaws or other organizational documents; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and /or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;
- (c) Party C has a good and merchantable title to all of its assets. Party C has not placed any security interest on the aforementioned assets;

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- (d) Party C does not have any outstanding debt, except for (i) debt incurred in the ordinary course of business; and (ii) debt already disclosed to Party A for which Party A's written consent has been obtained.
 - (e) Party C has complied with all Chinese laws and regulations applicable to asset acquisitions;
 - (f) Currently, there are no pending or possible litigation, arbitration or administrative proceedings relating to the shares or assets of Party C; and
 - (g) Party B has a good and merchantable title to the shares of Party C he holds, and has not placed any security interest on such shares.

4. Effective date

This Agreement shall take effect upon the date of execution of this Agreement and remain effective for a term of 10 years, and may be renewed for an additional 10 years at Party A's election.

5. Applicable laws and resolution of disputes

5.1 Applicable laws

The execution, effectiveness, construction and performance of this Agreement and the resolution of disputes hereunder shall be subject to the protection and jurisdiction of formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

5.2 Methods of resolution of disputes

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve same. Upon failure by the Parties to reach an agreement on the resolution of such a dispute within 30 days after any Party submits a request to resolve same through negotiations, any Party may submit the relevant dispute to the China International Economics and Foreign Trade Arbitration Commission Shanghai Chapter for resolution by arbitration, in accordance with its then-effective arbitration rules. The arbitration shall be performed in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on both Parties.

6. Taxes and fees

Each Party shall pay any and all transfer and registration tax, expenses and fees incurred thereby or levied thereon in accordance with Chinese laws in connection with the preparation and execution of this Agreement and the Transfer Contracts, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Contracts.

7. Notices

The notices or other communications required of any Party shall be in writing in Chinese or English, and shall be sent to the following addresses of other Parties or other designated addresses in notices from such a Party from time to time via personal delivery, letter or facsimile. The date on which such a notice shall be deemed actually served shall be determined as follows: (a) if a notice is sent via personal delivery, it shall be deemed actually served on the date of such personal delivery; (b) if a notice is sent via letter, on the tenth day (as indicated by the postmark) after the letter is sent via registered air mail, postage prepaid, or on the fourth day after the notice is given to an internationally recognized express mail carrier, it shall be deemed actually served; and (c) if a notice is sent via facsimile, the time of receipt shown on the transmission acknowledge sheet of the document shall be deemed the time of actual service.

To Party A:

Ctrip.com (Hong Kong) Limited
Room 2001, The Centrium, 60 Wyndham Street
Central, Hong Kong
Facsimile: (00852) 21690920
Phone: (00852) 21690911
Attn: Neil Shen

To Party B:

Name: Min Fan
Address: [redacted]
Facsimile: [redacted]
Phone: [redacted]

To Party C:

Name: Shanghai Ctrip Commerce Co., Ltd.
Address: No. 628 Hongqiao Road, Shanghai
Facsimile: (021) 54261600
Phone: (021) 34064880

8. The duty to maintain confidentiality

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also required to be bound by confidentiality duties similar to the duties in this section. Disclosure of a secret by the staff members or agency hired by any Party shall be deemed disclosure of a secret by such a Party, which shall be held liable for breach of this Agreement. This section shall survive the termination of this Agreement for any reason.

9. Further warranties

The Parties agree to promptly execute documents that are reasonably required for the implementation of the provisions and purposes of this Agreement or that are conducive thereto, and take further actions that are reasonably required for the implementation of the provisions and purposes of this Agreement or that are conducive thereto.

10. Miscellaneous

10.1 Amendments, changes and supplements Any amendments, changes and supplements to this Agreement shall require the execution of a written agreement by all of the Parties.

10.2 Compliance with laws and regulations Each of the Parties shall comply with all formally published and publicly available laws and regulations of China and ensure that the operations of each of the Parties are in compliance with all formally published and publicly available laws and regulations of China.

10.3 Entire contract

Except the written amendments, supplements or changes executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter thereof, and shall supercede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

10.4 Headings

The headings of this Agreement are for convenience only, and shall not be used to interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

10.5 Languages

This Agreement is in writing in Chinese in triplicate copies.

10.6 Severability

In the event that one or several of the provisions of this Agreement are ruled invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any aspect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

10.7 Successors

This Agreement shall be binding on and shall inure to the interest of the respective successors of the Parties and the permitted assigns of such Parties.

10.8 Survival

- (a) Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.
- (b) The provisions of Articles 5 and 7 and this Section 10.8 shall survive the termination of this Agreement.

10.9 Waivers

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Agreement as of the date first above written.

Party A: Ctrip.com (Hong Kong) Limited
Authorized representative: /s/ Nanpeng Shen

Party B:
Signed: /s/ Min Fan

Party C: Shanghai Ctrip Commerce Co., Ltd.
Authorized representative: /s/ Min Fan

Schedule A

The following schedule sets forth all other similar agreements the registrant entered with each of its affiliated Chinese entities and the material differences between such other agreements and this exhibit.

| VIE | Executing Parties | Execution | | Description of Exclusive Option | Conditions for Exercise of Exclusive Right | Provisions of Term of Exclusive Restrictions Option Agreement on Dividend and Right of Distribution and Receipt | |
|---|---|------------|--------|--|--|---|--------------------------|
| | | Date | Status | | | Termination | Distribution and Receipt |
| Tujia Online Information Technology (Beijing) Co., Ltd. | Party A: Ctrip Computer Technology (Shanghai) Co., Ltd. | 10/12/2011 | | Identical among all agreements: Party B hereby irrevocably grants to Party A an irrevocable right to purchase, or designate one or more persons (each, a “Designee”) to purchase, the shares of Party C then held by Party B at any time in part or in whole according to the exercise steps at Party A’s sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the “Stock Option”). Except for Party A and the Designee(s), no other person shall be entitled to the Stock Option. | Identical among all agreements: For each exercise of the Stock Option: (a) Party B shall cause Party C to promptly convene a shareholders meeting, at which a resolution shall be adopted approving Party B’s transfer of Option Shares to Party A and / or the Designee(s); (b) Party B shall execute a share transfer contract with respect to each transfer with Party A and / or each Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Stock Option Notice regarding the Option Shares; (c) The relevant Parties shall execute all other necessary contracts, agreements or documents, obtain all necessary government licenses and | | |
| | Party B: Jun Luo Party C: Tujia Online Information Technology (Beijing) Co., Ltd. | | | | | | |
| Shanghai Quanlv Network Technology Co., Ltd. | Party A: Ctrip Computer Technology (Shanghai) Co., Ltd. Party B: Maohua Sun Party C: Shanghai Quanlv Network Technology Co., Ltd. | 5/16/2011 | | | | Identical among all agreements: This agreement shall remain effective for a term of 10 years, and may be renewed for an additional 10 years at Party A’s election. | None |
| Form Agreement | | | | | | | |

| VIE | Executing Parties | Execution Date | Status | Description of Exclusive Option | Conditions for Exercise of Exclusive Right | and Right of Termination | Distribution and Receipt |
|---|--|----------------|--|---------------------------------|---|--------------------------|--------------------------|
| Shanghai Quanlv Network Technology Co., Ltd. | Party A: Ctrip Computer Technology (Shanghai) Co., Ltd. Party B: Min Fan Party C: Shanghai Quanlv Network Technology Co., Ltd. | 10/18/2010 | | | permits and take all necessary actions, to give valid ownership of the Option Shares to Party A and/or the Designee(s) unencumbered by any security interest and cause Party A and/or the Designee(s) to become the registered owner(s) of the Option Shares. For the purchase of this section and this Agreement, "security interest" shall include security, mortgages, third party' s rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership detention or other security arrangements, etc. To clarify, security interest shall not include any security interest generated under this Agreement and VIE Share Pledge agreement. The "VIE Share Pledge Agreement" as used in this section and this Agreement shall refer to the Share Pledge Agreement executed by and between Party A and Party B as of the even date hereof, whereby Party B pledges all of his shares in Party C to Party A, in order to guarantee Party C' s performance of its obligations under the "Consulting Services Agreement" executed by | | |
| Beijing Ctrip International Travel Agency Co., Ltd. | Party A: Ctrip Computer Technology (Shanghai) Co., Ltd. Party B: Maohua Sun Party C: Beijing Ctrip International Travel Agency Co., Ltd. | 5/16/2011 | | | | | |
| Shanghai Huacheng Southwest Travel Agency Co., Ltd. | Party A: Ctrip Computer Technology (Shanghai) Co., Ltd. Party B: Maohua Sun Party C: Shanghai Huacheng Southwest Travel Agency Co., Ltd. | 5/16/2011 | | | | | |
| Shanghai Ctrip Commerce Co., Ltd. | Party A: Ctrip Computer Technology (Shanghai) Co., Ltd. Party B: Maohua Sun Party C: Shanghai Ctrip Commerce Co., Ltd. | 5/16/2011 | A supplemental agreement was executed on September 16, 2011, whereby Party B increases its capital contribution to the VIE, but its shareholding proportion remains unchanged. | | | | |
| Nantong Tongcheng Information Technology Co., Ltd. | Party A: Ctrip Computer Technology (Shanghai) Co., Ltd. Party B: Fengying Zhang | 3/30/2007 | | | | | |

Party C: Nantong
Tongcheng Information
Technology Co., Ltd.

and between the
shareholders and Party A.

| | | | | | | | Provisions of Term of Exclusive Restrictions Option Agreement on Dividend |
|---|--|----------------|--------|--|--|--------------------------|--|
| VIE | Executing Parties | Execution Date | Status | Description of Exclusive Option | Conditions for Exercise of Exclusive Right | and Right of Termination | Distribution and Receipt |
| Shanghai Ctrip Charming International Travel Agency Co., Ltd. | Party A: Ctrip.com (Hong Kong) Limited Party B: Min Fan Party C: Shanghai Ctrip Charming International Travel Agency Co., Ltd. | 11/5/2003 | | | | | |
| Beijing Ctrip International Travel Agency Co., Ltd. | Party A: Ctrip.com (Hong Kong) Limited Party B: Min Fan Party C: Beijing Ctrip International Travel Agency Co., Ltd. | 9/10/2003 | | | | | |
| | | | | A supplemental agreement was executed on September 16, 2011, whereby Party B increases its capital contribution to the VIE, but its shareholding proportion remains unchanged. | | | |
| Shanghai Ctrip Commerce Co., Ltd. | Party A: Ctrip.com (Hong Kong) Limited Party B: Min Fan Party C: Shanghai Ctrip Commerce Co., Ltd. | 9/10/2003 | | | | | |

| VIE | Executing Parties | Execution Date | Status | Description of Exclusive Option | Conditions for Exercise of Exclusive Right | and Right of Termination | Distribution and Receipt |
|---|--|----------------|--------|---------------------------------|--|--------------------------|--------------------------|
| Shenzhen Ctrip Travel Agency Co., Ltd. | Party A: Ctrip.com (Hong Kong) Limited Party B: Jianmin Zhu Party C: Shenzhen Ctrip Travel Agency Co., Ltd. | 8/1/2004 | | | | | |
| Shenzhen Ctrip Travel Agency Co., Ltd. | Party A: Ctrip.com (Hong Kong) Limited Party B: Min Fan Party C: Shenzhen Ctrip Travel Agency Co., Ltd. | 2/6/2004 | | | | | |
| Guangzhou Ctrip Travel Agency Co., Ltd. | Party A: Ctrip.com (Hong Kong) Limited Party B: Jianmin Zhu Party C: Guangzhou Ctrip Travel Agency Co., Ltd. | 8/1/2004 | | | | | |
| Guangzhou Ctrip Travel Agency Co., Ltd. | Party A: Ctrip.com (Hong Kong) Limited Party B: Min Fan Party C: Guangzhou Ctrip Travel Agency Co., Ltd. | 9/10/2003 | | | | | |

| | | | | | | | Provisions of Term of Exclusive Option Agreement and Right of Termination | Restrictions on Dividend Distribution and Receipt |
|-------------|---|-------------------|--------|------------------------------------|---|--|--|--|
| VIE | Executing Parties | Execution Date | Status | Description of Exclusive Option | Conditions for Exercise of Exclusive Right | | | |
| | Hainan Party A: Ctrip Sweetome Computer Technology Hotel (Shanghai) Co., Ltd. Management Party B: Maohua Sun Co., Ltd. Party C: Hainan Sweetome Hotel Management Co., Ltd. | 8/2/2011 | | | | | It is specified in the Form Agreement that the agreement may be extended for 10 years upon its expiry at the election of Party A, but in this Agreement it is modified as "This agreement may be renewed automatically upon its expiry. | |
| Variation I | Hainan Party A: Ctrip Sweetome Computer Technology Hotel (Shanghai) Co., Ltd. Management Party B: Jun Luo Co., Ltd. Party C: Hainan Sweetome Hotel Management Co., Ltd. | 10/12/ 2011 | | No difference | No difference | | No difference | |
| | Tujia Online Party A: Ctrip Information Computer Technology Technology (Shanghai) Co., Ltd. (Beijing) Party B: Maohua Sun Co., Ltd. Party C: Tujia Online Information Technology (Beijing) Co., Ltd. | 6/20/2011 | | | | | | |

Share Pledge Agreement

This Share Pledge Agreement (hereinafter referred to as this “Agreement”) has been executed by and between the following parties on September 10, 2003 in Shanghai.

Pledgee: Ctrip Computer Technology (Shanghai) Co., Ltd.

Address: 3rd fl., Building 63, Hong Cao Road, Shanghai

Pledgor: Min Fan

Chinese identification card No.: [redacted]

Address: [redacted]

Whereas:

1. Pledgor is a citizen of the People’s Republic of China (hereinafter referred to as “China”), and holds 20% of the shares in Beijing Chenhao Xinye Air-Ticketing Service Company Limited (“Beijing Chenhao”)¹. Beijing Chenhao is a limited liability company registered in Beijing, China.
2. Pledgee is a wholly foreign owned entity registered in Shanghai, China, and is engaged in the business of developing computer software and hardware technologies and systems integration and information services (including online travel information consulting services). Pledgee and Beijing Chenhao executed a Consulting Services Agreement (hereinafter referred to as the “Service Agreement”) on September 10, 2003;
3. To ensure that Pledgee collects consulting and service fees regularly from Beijing Chenhao partially owned by Pledgor, Pledgor hereby pledges all of the shares in Beijing Chenhao held by him as security for the consulting and service fees under the Service Agreement.

To perform the provisions of the Service Agreement, Pledgor and Pledgee have mutually agreed to execute this Agreement upon the following terms.

1. Unless otherwise provided herein, the terms below shall have the following meanings:
 - 1.1 Pledge: shall refer to the entire content set forth in Article 2 of this Agreement.
 - 1.2 Shares: shall refer to all of the shares lawfully held by Pledgor in Beijing Chenhao.
 - 1.3 Pledge Ratio: shall refer to the ratio between value of the pledge under this Agreement and the service fees payable by Beijing Chenhao to Pledgee.
 - 1.4 Term of Pledge: shall refer to the term set forth in Section 3.2 of this Agreement.

¹ Predecessor of Beijing Ctrip International Travel Agency Co., Ltd.

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- 1.5 Service Agreement: shall refer to the Consulting Services Agreement executed by and between Beijing Chenhao partially owned by Pledgor and Pledgee on September 10, 2003.
- 1.6 Event of Default: shall refer to any circumstances set forth in Article 7 of this Agreement.
- 1.7 Notice of Default: shall refer to the notice issued by Pledgee in accordance with this Agreement declaring an Event of Default.
2. The Pledge
- 2.1 Pledgor hereby pledges to Pledgee all of his shares in Beijing Chenhao. "Pledge" shall refer to the right of Pledgee to be compensated on a preferential basis with the conversion, auction or sales price of the shares held by Pledgor.
3. The Pledge Ratio and Term of Pledge
- 3.1 The Pledge Ratio
- 3.1.1 The Pledge Ratio of the Pledge shall be approximately 100%.
- 3.2 Term of Pledge
- 3.2.1 The Pledge in accordance with this Agreement shall take effect as of the date of recording on the shareholders list of Beijing Chenhao, and the effective term of the Pledge shall be the same as the effective term of the Service Agreement. The parties agree to complete the filing procedures of the Pledge with the industry and commerce administration government authorities with which Beijing Chenhao was registered after this Agreement takes effect.
- 3.2.2 During the term of the Pledge, in the event that Pledgor fails to pay the exclusive technical consulting service fees in accordance with the Service Agreement, Pledgee shall have the right to dispose of the Pledge in accordance with the provisions of this Agreement.
4. Custody of Records for Shares subject to Pledge
- 4.1 During the Term of Pledge set forth in this Agreement, Pledgor shall submit to Pledgee' s custody the capital contribution certificate for the Shares and the shareholder' s list within one week from the execution of this Agreement.
- 4.2 Pledgee shall have the right to collect dividends generated by the Shares.
5. Representations and Warranties of Pledgor
- 5.1 Pledgor is the lawful owner of the Shares.
- 5.2 Whenever Pledgee exercises its right with respect to the Pledge in accordance with this Agreement, there shall not be any intervention from any other parties.

-
- 5.3 Pledgee shall have the right to dispose of and transfer the Pledge in accordance with the provisions set forth in this Agreement.
- 5.4 Except the Pledgee, the Pledgor has not placed any other pledge rights on the Shares.
6. Covenants of the Pledgor
- 6.1 Pledgor hereby promises to the Pledgee for the interest of the Pledgee, that during the term of this Agreement, Pledgor shall:
- 6.1.1 Not transfer the Shares, place or permit the existence of any pledge that may affect the Pledgee' s rights and interests in the Shares, without the prior written consent of Pledgee;
- 6.1.2 Comply with the provisions of all laws and regulations applicable to the pledge of rights, and within 5 days of receipt of any notice, order or recommendation issued or prepared by relevant competent authorities regarding the Pledge, shall present the aforementioned notice, order or recommendation to Pledgee, and shall comply with the aforementioned notice, order or recommendation or submit objections and representations with respect to the aforementioned matters upon Pledgee' s reasonable request or upon consent of Pledgee;
- 6.1.3 Promptly notify Pledgee of any event or notice received by Pledgee that may have an impact on Pledgee' s rights to the Shares or any portion thereof, as well as promptly notify Pledgee of any event or notice received by Pledgee that may have an impact on any guarantees and other obligations of Pledgor arising in connection with this Agreement.
- 6.2 Pledgor agrees that the rights acquired by Pledgee in accordance with this Pledge Agreement with respect to Pledge shall not be interrupted or harmed by Pledgor or any heirs or representatives of Pledgor or any other persons through operation of law.
- 6.3 Pledgor hereby warrants to Pledgee that to protect or perfect the guarantee provided by this Agreement for payment of the consulting service fees under the Service Agreement, Pledgor hereby executes in good faith and shall cause other parties who have a stake in the Pledge to execute all rights certificates, agreements, deeds and/or covenants required by Pledgee and / or shall perform and shall cause other parties who have a stake in the Pledge to perform actions required by Pledgee, and facilitate the exercise by Pledgee of its rights and authority granted thereto by this Agreement, execute all relevant documents that modify stock certificates with Pledgee or designee(s) of Pledgee (natural persons / legal persons), and shall provide to Pledgee within a reasonable time all notices, orders and decisions regarding the Pledge that are required by Pledgee.
- 6.4 Pledgor hereby warrants to Pledgee that for Pledgee' s interest, Pledgor shall comply with and perform all guarantees, promises, agreements, representations and conditions under this Agreement. In the event of failure or partial performance of its guarantees, promises, agreements, representations and conditions, Pledgor shall indemnify Pledgee for all of its losses resulting therefrom.

7. Event of Default

7.1 The following circumstances shall be deemed Events of Default:

- 7.1.1 Beijing Chenhao fails to pay in full the exclusive technical service fees payable under the Service Agreement;
- 7.1.2 Any representation or warranty by Pledgor in Article 5 of this Agreement contains material misrepresentations or errors, and/or Pledgor violates any of the warranties in Article 5 of this Agreement;
- 7.1.3 Pledgor breaches any of the covenants in Article 6 of this Agreement;
- 7.1.4 Pledgor breaches any provisions of this Agreement;
- 7.1.5 Pledgor gives up the Shares pledged or assigns the Shares pledged without the written consent of Pledgee;
- 7.1.6 Any of Pledgor' s own loans, guarantees, indemnification, promises or other debt liabilities to any third party or parties (1) have been subject to a demand of early repayment or performance; or (2) have become due but are not capable of being repaid or performed in a timely manner, thus leading Pledgee to believe that Pledgor' s ability to perform its obligations under this Agreement has been affected;
- 7.1.7 Pledgor is unable to repay general debts and other debts;
- 7.1.8 The promulgation of applicable laws have rendered this Agreement illegal or have rendered it impossible for Pledgor to continue to perform its obligations under this Agreement;
- 7.1.9 All approvals, licenses, permits or authorizations of government agencies that make this Agreement enforceable, legal and effective have been withdrawn, terminated, invalidated or substantively changed;
- 7.1.10 Adverse changes in properties owned by Pledgor, which lead Pledgee to believe that that Pledgor' s ability to perform its obligations under this Agreement has been affected;
- 7.1.11 The successor or custodian of Beijing Chenhao is capable of only partially perform or refuses to perform the payment obligations under the Service Agreement;
- 7.1.12 Breach of this Agreement resulting from breach of other provisions of this Agreement by Pledgor' s action or omission; and
- 7.1.13 Other circumstances where Pledgee is unable to exercise its right with respect to the Pledge.

7.2 Upon information or discovery of the occurrence of any circumstances or event that may lead to the aforementioned circumstances described in Section 7.1, Pledgor shall immediately notify Pledgee in writing.

Unless an Event of Default set forth in this Section 7.1 has been successfully resolved to Pledgee's satisfaction, Pledgee may issue a Notice of Default to Pledgor in writing upon the occurrence of the Event of Default or at any time thereafter and demand that Pledgor immediately pay all outstanding payments due under the Service Agreement and all other payments due to Pledgee, or dispose of the Pledge in accordance with the provisions of Article 8 of this Agreement.

8. Exercise of Pledge

8.1 Prior to the full payment of the consulting service fee described in the Service Agreement, without the Pledgee's written consent, Pledgor shall not assign the Pledge.

8.2 Pledgee shall issue a Notice of Default to Pledgor when exercising the Pledge.

8.3 Subject to the provisions of Section 7.3, Pledgee may exercise the right to dispose of the Pledge concurrently with the issuance of the Notice of Default in accordance with Section 7.2 or at any time after the issuance of the Notice of Default.

8.4 Pledgee shall have the right to be compensated with the conversion price of the Shares under this Agreement in part or in whole, in accordance with legally mandated procedures, or with the auction or sale price of such Shares on a preferential basis, until all outstanding consulting service fees and all other outstanding payments under the Service Agreement have been paid off.

8.5 When Pledgee disposes of the Pledge in accordance with this Agreement, Pledgor shall not erect any impediment, and shall provide necessary assistance to enable Pledgee to realize its Pledge.

9. Assignment

9.1 Unless Pledgee consents in advance, Pledgor shall not have the right to assign or delegate its rights and obligations under this Agreement.

9.2 This Agreement shall be binding on Pledgor and the successors thereof, and shall be valid with respect to Pledgee and each of the successors and assigns thereof.

9.3 At any time, Pledgee may assign any and all of its rights and obligations under the Service Agreement to its designee(s) (natural / legal persons), in which case the assigns shall have the rights and obligations of Pledgee under this Agreement, as if it were a party to this Agreement. When the Pledgee assigns the rights and obligations under the Service Agreement, upon Pledgee's request, Pledgor shall execute relevant agreements and / or documents relating to such an assignment.

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- 9.4 In the event of a change in Pledgee due to an assignment, the new parties to the Pledge shall execute a new pledge agreement.
10. Termination
- 10.1 Upon the payoff of the consulting service fees under the Service Agreement and Pledgor no longer undertakes any obligations under the Service Agreement, this Pledge Agreement shall be terminated, and Pledgor shall then cancel or terminate this Agreement as soon as reasonably practicable.
11. Handling Fees and Other Expenses
- 11.1 All fees and out of pocket expenses relating to this Agreement, including but not limited legal costs, cost of production, stamp tax and any other taxes and fees shall be borne by Pledgor. In the event that the law requires Pledgee to pay relevant taxes, Pledgor shall provide full reimbursement for all taxes already paid by Pledgee.
- 11.2 In the event that Pledgor fails to pay any taxes and fees in accordance with the provisions of this Agreement or in the event that due to other reasons, Pledgee attempts to recover taxes and fees payable by Pledgor through any means, all expenses (including but not limited to various taxes, handling fees, management fees, cost of litigation, attorney' s fees and various insurance premiums, etc.) resulting therefrom shall be borne by Pledgor.
12. Force Majeure
- 12.1 "Force majeure" shall refer to any event beyond the reasonable control of either party and that still cannot be avoided even if the party affected has exercised reasonable care, including but not limited government actions, acts of God, fire, explosions, storms, flood, earthquakes, tides, lightning or war. But a lack of credit, funds or financing shall not be deemed a circumstances beyond the reasonable control of either party. The party affected by a "force majeure event" shall notify the other party of such relief from liability as soon as possible.
- 12.2 In the event that the performance of this Agreement is delayed or impeded by the aforementioned "force majeure," the party affected by such force majeure shall not be liable in any way under this Agreement to the extent of such delay or impedance. The party affected shall take appropriate measures to mitigate or eliminate the impact of such "force majeure" and shall attempt to resume the performance of obligations delayed or impeded by such "force majeure." As soon as the force majeure event is eliminated, the parties agree to use their best efforts to resume the performance of this Agreement.
13. Resolution of Disputes
- 13.1 This Agreement shall be governed by laws of China and shall be construed in accordance therewith.

13.2 In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the parties shall negotiate in good faith to resolve same. Upon failure of such negotiations, any party may submit the relevant disputes to the China International Economics and Foreign Trade Arbitration Commission Shanghai Chapter for resolution by arbitration, in accordance with its current arbitration rules. The arbitration shall be performed in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on both parties.

14. Notices

14.1 Notices sent by the parties to perform the rights and obligations under this Agreement shall be in writing. If sent by personal delivery, such a notice shall be deemed served upon actual delivery; if sent by telex or facsimile, such a notice shall be deemed served at the time of transmission. If the date of transmission is not a business day or if transmission is after hours, then the next consecutive business day shall be the date of service. The address of service shall be the addresses of the two parties on the first page of this Agreement or addresses notified in writing at any time subsequently. In writing shall include facsimiles and telexes.

15. Attachments

The attachments set forth in this Agreement shall be an integral part hereof.

16. Effectiveness

16.1 Any amendments, changes and supplements to this Agreement shall be in writing and shall take effect upon affixation of the signatures and seals of the parties.

16.2 This Agreement is written in Chinese in triplicate copies.

(Signature Page to Follow)

Pledgee: Ctrip Computer Technology (Shanghai) Co., Ltd.

Authorized representative: /s/ Jianzhang Liang

Pledgor: Min Fan

Signed: /s/ Min Fan

Attachments:

1. Shareholders list of Beijing Chenhao Xinye Air-Ticketing Service Co., Ltd.;
2. The Capital Contribution Certificate for the Formation of Beijing Chenhao Xinye Air-Ticketing Service Co., Ltd.; and
3. Consulting Services Agreement

Schedule A

The following schedule sets forth all other similar agreements the registrant entered with each of its affiliated Chinese entities and the material differences between such other agreements and this exhibit.

| | VIE | Parties to the Pledge | Execution | | Purpose of Share Pledge | Custody of Pledge Proofs | Restrictions on Pledge Right Transfer | Right of Termination and Renewal | Provisions of Restrictions on Dividend Distribution and Receipt |
|----------------|-------------------------------|--|-----------|--------|--|--|--|----------------------------------|---|
| | | | Date | Status | | | | | |
| Form Agreement | Guangzhou | Pledgee: Ctrip | 9/22/2009 | | | | | | Identical among all agreements: The Pledge shall remain valid for so long as the Service Agreement remains valid. Upon the payoff of the consulting service fees under the Service Agreement and Pledgee shall have the right to collect dividends generated by the Shares. |
| | Ctrip Travel Agency Co., Ltd. | Computer Technology (Shanghai) Co., Ltd. Pledgor: Min Fan | | | | | | | |
| | Guangzhou | Pledgee: Ctrip | 9/22/2009 | | | | | | |
| | Ctrip Travel Agency Co., Ltd. | Computer Technology (Shanghai) Co., Ltd. Pledgor: Jianmin Zhu | | | Identical among all agreements: | Identical among all agreements: | Identical among all agreements: | | |
| | Shenzhen | Pledgee: Ctrip | 9/22/2009 | | To ensure that Pledgee collects consulting and service fees regularly from the VIE, Pledgor hereby pledges all of the shares in the VIE held by him as security for the consulting and service fees under the Service Agreement. | of Pledge set forth in this Agreement, Pledgor shall submit to Pledgee' s custody the capital contribution certificate for the shares held by the Pledgor in the VIE and the shareholder' s list within one week from the execution of this Agreement. | Identical among all agreements: | | |
| | Ctrip Travel Agency Co., Ltd. | Computer Technology (Shanghai) Co., Ltd. Pledgor: Min Fan | | | | | Identical among all agreements: | | |
| | Shenzhen | Pledgee: Ctrip | 9/22/2009 | | | | | | |
| | Ctrip Travel Agency Co., Ltd. | Computer Technology (Shanghai) Co., Ltd. Pledgor: Min Fan | | | | | | | |
| | Shenzhen | Pledgee: Ctrip | 9/22/2009 | | | | | | |
| | Ctrip Travel Agency Co., Ltd. | Computer Technology (Shanghai) Co., Ltd. Pledgor: Min Fan | | | | | | | |
| | Shenzhen | Pledgee: Ctrip | 9/22/2009 | | | | | | |
| | Ctrip Travel Agency Co., Ltd. | Computer Technology (Shanghai) Co., Ltd. Pledgor: Min Fan | | | | | | | |

| VIE | Parties to the Pledge | Execution Date | Status | Purpose of Share Pledge | Custody of Pledge Proofs | Restrictions on Pledge Right Transfer | Right of Termination and Renewal | Provisions of Restrictions on Dividend Distribution and Receipt |
|---|---|----------------|--------|-------------------------|--------------------------|---------------------------------------|----------------------------------|---|
| Beijing Ctrip International Travel Agency Co., Ltd. | Pledgee: Ctrip Computer Technology (Shanghai) Co., Ltd. Pledgor: Shanghai Ctrip Commerce Co., Ltd. | 9/22/2009 | | | | | | |
| Beijing Ctrip International Travel Agency Co., Ltd. | Pledgee: Ctrip Computer Technology (Shanghai) Co., Ltd. Pledgor: Shanghai Ctrip Commerce Co., Ltd. | 10/22/2004 | | | | | | |
| Shanghai Huacheng Southwest Travel Agency Co., Ltd. | Pledgee: Ctrip Computer Technology (Shanghai) Co., Ltd. Pledgor: Shanghai Ctrip Commerce Co., Ltd. | 9/22/2009 | | | | | | |

| VIE | Parties to the Pledge | Execution Date | Status | Purpose of Share Pledge | Custody of Pledge Proofs | Restrictions on Pledge Right Transfer | Right of Termination and Renewal | Provisions of Restrictions on Dividend Distribution and Receipt |
|---|---|----------------|--|-------------------------|--------------------------|---------------------------------------|----------------------------------|---|
| Shanghai Huacheng Southwest Travel Agency Co., Ltd. | Pledgee: Ctrip Computer Technology (Shanghai) Co., Ltd. Pledgor: Shanghai Ctrip Commerce Co., Ltd. | 9/10/2003 | A supplemental agreement was executed on September 16, 2011, whereby Party B | | | | | |
| Shanghai Ctrip Commerce Co., Ltd. | Pledgee: Ctrip Computer Technology (Shanghai) Co., Ltd. Pledgor: Min Fan | 9/22/2009 | increases its capital contribution to the VIE, with its shareholding proportion unchanged, and Party B still pledges all its shares to Party A. | | | | | |
| Shanghai Ctrip Commerce Co., Ltd. | Pledgee: Ctrip Computer Technology (Shanghai) Co., Ltd. Pledgor: Min Fan | 9/10/2003 | A supplemental agreement was executed on January 15, 2004, whereby Party B increases its capital contribution to the VIE, with its shareholding proportion | | | | | |

Shanghai
Ctrip Pledgee: Ctrip Computer
International Technology (Shanghai)
Travel Co., Ltd. Pledgor: Min
Agency Co., Fan
Ltd.

11/5/2003

unchanged,
and Party B
still pledges
all its shares
to Party A.

A
supplemental
agreement
was executed
on July 15,
2006,
whereby
Party B' s
shareholding
proportion
rises, but
Party B still
pledges all its
shares to
Party A.

| VIE | Parties to the Pledge | Execution Date | Status | Purpose of Share Pledge | Custody of Pledge Proofs | Restrictions on Pledge Right Transfer | Right of Termination and Renewal | Provisions of Restrictions on Dividend Distribution and Receipt |
|---|--|----------------|---|--|---|---------------------------------------|---|--|
| Tujia Online Information Technology (Beijing) Co., Ltd. | Pledgee: Ctrip Computer Technology (Shanghai) Co., Ltd. Pledgor: Jun Luo Co., Ltd. | 10/12/2011 | A | | | | | |
| | | | supplemental agreement was executed in September, 2011, | | | | | |
| Tujia Online Information Technology (Beijing) Co., Ltd. | Pledgee: Ctrip Computer Technology (Shanghai) Co., Ltd. Pledgor: Maohua Sun Co., Ltd. | 6/20/2011 | Party B | assigns part of its shares, but still pledges all its remaining shares to Party A. | Since no consulting service fees are involved in this agreement, all the references | | | It is clarified that the term of pledge shall be consistent with the term of the Loan Agreement; therefore, if the Loan Agreement is renewed |
| Variation I | | | A | to the "Service Agreement" are changed to the references to "Loan Agreement"; | No difference | No difference | automatically, the term of pledge shall be extended correspondingly; this Agreement shall remain effective until the termination of the Loan Agreement. | No difference |
| Hainan Sweetome Hotel Management Co., Ltd. | Pledgee: Ctrip Computer Technology (Shanghai) Co., Ltd. Pledgor: Maohua Sun Co., Ltd. | 8/2/2011 | Party B | assigns part of its shares, but still pledges all its remaining shares to Party A. | | | | |
| Hainan Sweetome Hotel Management Co., Ltd. | Pledgee: Ctrip Computer Technology (Shanghai) Co., Ltd. Pledgor: Jun Luo Co., Ltd. | 10/12/2011 | | | | | | |
| | | | | | | | | |
| | | 5/16/2011 | | | | | | |

Shanghai
Quanlv
Network
Technology
Co., Ltd.
Pledgee: Ctrip Computer
Technology (Shanghai)
Co., Ltd.
Pledgor: Maohua Sun
Co., Ltd.

| VIE | Parties to the Pledge | Execution | | Purpose of Share Pledge | Custody of Pledge Proofs | Restrictions on Pledge Right Transfer | Right of Termination and Renewal | Provisions of |
|---|--|------------|--------|-------------------------|--------------------------|---------------------------------------|----------------------------------|---|
| | | Date | Status | | | | | Restrictions on Dividend Distribution and Receipt |
| Beijing Ctrip International Travel Agency Co., Ltd. | Pledgee: Ctrip Computer Technology (Shanghai) Co., Ltd. Pledgor: Maohua Sun | 5/16/2011 | | | | | | |
| Shanghai Huacheng Southwest Travel Agency Co., Ltd. | Pledgee: Ctrip Computer Technology (Shanghai) Co., Ltd. Pledgor: Maohua Sun | 5/16/2011 | | | | | | |
| Shanghai Ctrip Commerce Co., Ltd. | Pledgee: Ctrip Computer Technology (Shanghai) Co., Ltd. Pledgor: Maohua Sun | 5/16/2011 | | | | | | |
| Shanghai Quanlv Network Technology Co., Ltd. | Pledgee: Ctrip Computer Technology (Shanghai) Co., Ltd. Pledgor: Min Fan | 10/18/2010 | | | | | | |
| Ctrip Information Technology (Nantong) Co., Ltd. | Pledgee: Ctrip Computer Technology (Shanghai) Co., Ltd. Pledgor: Fengying Zhang | 3/30/2007 | | | | | | |

Power of Attorney

I, Min Fan, a Chinese citizen with Chinese Identification Card No. [redacted], beneficially holds 83.3% equity interest of Shanghai Ctrip Commerce Co., Ltd. as the shareholder of Shanghai Ctrip Commerce Co., Ltd. I hereby irrevocably authorize Ms. Jie Sun to exercise the following rights during the term of this Power of Attorney:

Ms. Jie Sun is hereby authorized to exercise on my behalf at shareholders meetings of Shanghai Ctrip Commerce Co., Ltd., all the shareholder' s voting rights I am entitled to under Chinese laws and the articles of association of Shanghai Ctrip Commerce Co., Ltd., including but not limited to the sale or transfer of the shares I hold in Shanghai Ctrip Commerce Co., Ltd. in part or in whole, and designate and appoint on my behalf at the shareholders meetings of Shanghai Ctrip Commerce Co., Ltd., the general manager of the Company.

The aforementioned authorization shall be subject to Ms. Jie Sun being an employee (CFO) of Ctrip Computer Technology (Shanghai) Co., Ltd. and that Ctrip Computer Technology (Shanghai) Co., Ltd. consents to the above authorization. As soon as Ms. Jie Sun resigns from Ctrip Computer Technology (Shanghai) Co., Ltd. or Ctrip Computer Technology (Shanghai) Co., Ltd. notifies me to terminate the above authorization, I shall withdraw the authorization granted thereto herein, and shall designate / authorize another employee of Ctrip Computer Technology (Shanghai) Co., Ltd. to exercise all of my shareholders voting rights at shareholders meetings of Shanghai Ctrip Commerce Co., Ltd.

During the valid existence of the Shanghai Ctrip Commerce Co., Ltd., unless the Operating Agreement jointly executed by and between Ctrip Computer Technology (Shanghai) Co., Ltd. and Shanghai Ctrip Commerce Co., Ltd. is terminated early due to any reason, the term of this Power of Attorney shall be ten (10) years from the date of execution of this Power of Attorney.

/s/ Min Fan

February 4, 2006

Schedule A

The following schedule sets forth all other similar agreements the registrant entered with each of its affiliated Chinese entities and the material differences between such other agreements and this exhibit.

| | VIE | Authorizer | Date of Execution | Note | Authorize | Scope of Authorization | Term and Termination of Authorization |
|----------------|---|--|-------------------|---------|-----------|--|--|
| Form Agreement | Shenzhen Ctrip Travel Agency Co., Ltd. | Jianmin Zhu, Min Fan | 2/4/2006 | | Jie Sun | Identical among all agreements: The Authorizee is to exercise on the Authorizer's behalf at the meetings of the VIE, all the shareholder's voting rights that the authorizer is entitled to under Chinese laws and the Company's bylaws. | Identical among all agreements: Unless the Operating Agreement jointly executed by and between WFOE and the VIE is terminated early due to any reason, the term of this Power of Attorney shall be 10 years from the date of execution of this Power of Attorney. |
| | Guangzhou Ctrip Travel Agency Co., Ltd. | Jianmin Zhu, Min Fan | 2/4/2006 | | Jie Sun | | |
| | Shanghai Huacheng Southwest Travel Agency Co., Ltd. | Shanghai Ctrip Commerce Co., Ltd., Qi Ji | 2/4/2006 | | Jie Sun | | |
| | Beijing Ctrip International Travel Agency Co., Ltd. | Qi Ji, Shanghai Ctrip Commerce Co., Ltd. | 2/4/2006 | | Jie Sun | | |
| | Shanghai Ctrip International Travel Agency Co., Ltd. | Min Fan | 2/4/2006 | | Jie Sun | | |
| | Shanghai Ctrip Commerce Co., Ltd. | Min Fan, Qi Ji | 2/4/2006 | | Jie Sun | | |
| | | | | | | | |
| Variation I | Tujia Online Information Technology (Beijing) Co., Ltd. | Maohua Sun | 6/20/2011 | | Jie Sun | No Difference | During the valid existence of the VIE, unless the WFOE sends instructions for termination, the term of this Power of Attorney shall remain effective until a pre-determined date, commencing from the date of execution of this Power of Attorney. |
| | | Jun Luo | 10/12/2011 | | Jie Sun | | |
| | Shanghai Quanlv Network Technology Co., Ltd. | Min Fan | 10/28/2010 | | Jie Sun | | |
| | | Maohua Sun | 5/16/2011 | | Jie Sun | | |
| | Nantong Tongcheng Information Technology Co., Ltd. | Fengying Zhang | 3/30/2007 | | Jie Sun | | |
| | Hainan Sweetome Hotel Management Co., Ltd. | Maohua Sun | 8/2/2011 | | Jie Sun | | |
| | Jun Luo | 10/12/2011 | | Jie Sun | | | |

| <u>VIE</u> | <u>Authorizer</u> | <u>Date of Execution</u> | <u>Note</u> | <u>Authorize</u> | <u>Scope of Authorization</u> | <u>Term and Termination of Authorization</u> |
|---|-------------------|--------------------------|-------------|------------------|-------------------------------|--|
| Beijing Ctrip International Travel Agency Co., Ltd. | Maohua Sun | 5/16/2011 | | Jie Sun | | |
| Shanghai Huacheng Southwest Travel Agency Co., Ltd. | Maohua Sun | 5/16/2011 | | Jie Sun | | |
| Shanghai Ctrip Commerce Co., Ltd. | Maohua Sun | 5/15/2011 | | Jie Sun | | |

Supplemental Agreement to the Business Loan Agreement

Ctrip.com (Hong Kong) Limited (“Party A”), Qi Ji (“Party B”) and Tao Yang (“Party C”) hereby enter into this Supplemental Agreement.

Whereas

Whereas, Party A and Party B entered into a Loan Agreement (the “Agreement”) on April 12, 2004,

Whereas, the three Parties hereto wish to further amend the terms of the Agreement;

Therefore, upon consensus, the three Parties hereto enter into the following:

- 1 One of the Parties to the Agreement is changed from Qi Ji to Tao Yang.
- 2 The rights and obligations of Qi Ji under the Agreement will be succeeded by Tao Yang, and the debts owed by Qi Ji toward Party A will be undertaken by Tao Yang. Meanwhile, the 8.33% equity interest held by Qi Ji in Shanghai Huacheng Southwest Travel Agency Co., Ltd. will also be succeeded by Tao Yang.
- 3 Except for the amendments made hereinabove, all the remaining terms of the Agreement shall remain unchanged and continue to be legally binding.

In witness whereof, this Supplemental Agreement has been executed by the Parties on May 15, 2008.

Party A: Ctrip.com (Hong Kong) Limited (seal)

Authorized Signature(s): /s/ Jane Jie Sun

Party B: Qi Ji

Signature: /s/ Qi Ji

Party C: Tao Yang

Signature: /s/ Tao Yang

Schedule A

The following schedule sets forth all other currently effective supplement agreements to business loan agreements the registrant entered with each of its affiliated Chinese entities and the material differences between such other supplemental agreements and this exhibit.

| | <u>Version</u> | <u>Executing Parties</u> | <u>Summary</u> | <u>Differences compared with the Form Agreement</u> |
|--|--|--|--|---|
| Supplemental Agreement to the Business Loan Agreement | | Party A (Lender): Ctrip Computer Technology (Shanghai) Co., Ltd. Party B (Borrower): Jun Luo | Execution Date: October 12, 2011 | |
| | | Party A (Lender): Ctrip Computer Technology (Shanghai) Co., Ltd. Party B (Borrower): Jun Luo | Execution Date: October 12, 2011 | |
| | | Party A (Lender): Ctrip Computer Technology (Shanghai) Co., Ltd. Party B (Borrower): Jun Luo | Execution Date: October 12, 2011 | |
| | Form Agreement | Party A (Lender): Ctrip Computer Technology (Shanghai) Co., Ltd. Party B (Borrower): Jun Luo | Execution Date: October 12, 2011 | No differences in format. The subject and purpose of the Supplemental Agreements vary, such as change of parties of the Loan Agreement, terminating the original Loan Agreement, etc. |
| | | Party A (Lender): Ctrip Computer Technology (Shanghai) Co., Ltd. Party B (Borrower): Lei Chen | Execution Date: September, 2011 | |
| | | Party A (Lender): Ctrip Computer Technology (Shanghai) Co., Ltd. Party B (Borrower): Maohua Sun | Execution Date: September, 2011 | |
| | Party A (Lender): Ctrip Computer Technology (Shanghai) Co., Ltd. Party B (Borrower): Maohua Sun | Execution Date: September, 2011 | | |

| <u>Version</u> | <u>Executing Parties</u> | <u>Summary</u> | <u>Differences compared with the Form Agreement</u> |
|----------------|--|---|---|
| | Party A (Lender): Ctrip Computer Technology (Shanghai) Co., Ltd. Party B (Borrower): Xiaopan Wang | Execution Date: September, 2011 | |
| | Party A (Lender): Ctrip.com (Hong Kong) Limited Party B (Borrower): Min Fan | Execution Date: April 24, 2006 | |
| | Party A (Lender): Ctrip.com (Hong Kong) Limited Party B (Borrower): Min Fan | Execution Date: May 11, 2006 | |
| | Party A (Lender): Ctrip.com (Hong Kong) Limited Party B (Borrower): Jianmin Zhu | Execution Date: April 24, 2006 | |
| | Party A (Lender): Ctrip.com (Hong Kong) Limited Party B (Borrower): Jianmin Zhu | Execution Date: May 11, 2006 | |
| | Party A (Lender): Ctrip.com (Hong Kong) Limited Party B (Borrower): Min Fan | Execution Date: October 11, 2006 | |
| | Party A (Lender): Ctrip.com (Hong Kong) Limited Party B (Borrower): Min Fan | Execution Date: March 1, 2004 | |
| | Party A (Lender): Ctrip.com (Hong Kong) Limited Party B (Borrower): Min Fan | Execution Date: January 15, 2004 | |
| Differences | Party A (Lender): Ctrip.com (Hong Kong) Limited Party B (Borrower): Min Fan Party C: Ctrip Computer Technology (Shanghai) Co., Ltd | Execution Date: May 26, 2006 | Assignment of master Loan Agreement by Party A to Party C; and Party C extended additional loan amount to Party B in order to increase its capital investment in the relevant affiliated Chinese entity as a nominee shareholder. |

Supplemental Agreement to the Exclusive Option Agreement

Ctrip.com (Hong Kong) Limited (“Party A,” address: Unit 2001, The Centrium, 60 Wyndham Street, Central, Hong Kong), Mr. Min Fan (“Party B,” residence: [redacted], ID No.: [redacted]), Shanghai Ctrip Charming International Travel Agency Co., Ltd.¹ (“Party C,” address: 2nd floor, Building A, 1230 Si Ping Road, Shanghai) and Ctrip Computer Technology (Shanghai) Co., Ltd. (“Party D,” address: 3rd floor, Building 63, Hong Cao Road, Shanghai) hereby enter into this Supplemental Agreement as follows:

Whereas

Whereas, Party A, Party B and Party C entered into an Exclusive Option Agreement (the “Agreement”) on November 5, 2003,

Whereas, the four Parties hereto wish to further amend the terms of the Agreement;

Therefore, upon consensus, the four Parties hereto enter into the following:

- 4 In light of Party B’ s increase in its capital contribution to Party C, the equity interest held by Party B in Party C will be changed from formerly 66% to currently 89.8%.
- 5 Pursuant to the Supplemental Agreement to the Loan Agreement entered into by and among Party A, Party B and Party D on May 26, 2006, Party A has assigned and transferred to Party D the creditor’ s rights attached to its loans owed to Party B, and on the other hand, Party D has borrowed additional loans from Party B. In consideration of the above, all the rights and obligations of Party A under the Agreement will be enjoyed and undertaken by Party D, and all the four Parties hereby consent to the transfer of the exclusive option.
- 6 Except for the amendments made hereinabove, all the remaining terms of the Agreement shall remain unchanged and continue to be legally binding.

In witness whereof, this Supplemental Agreement has been executed by the Parties on July 21, 2006.

Party A: Ctrip.com (Hong Kong) Limited
(seal)

Party B: Min Fan

Authorized Signature(s):

/s/ Jane Jie Sun

Signature: /s/ Min Fan

Party C: Shanghai Ctrip Charming
International Travel Agency Co., Ltd. (seal)

Party D: Ctrip Computer Technology (Shanghai)
Co., Ltd. (seal)

Authorized Signature(s): /s/ Min Fan

Authorized Signature(s): /s/ Authorized Signatory

¹ Predecessor of Shanghai Ctrip International Travel Agency Co., Ltd.

Schedule A

The following schedule sets forth all other currently effective supplement agreements to exclusive option agreements the registrant entered with each of its affiliated Chinese entities and the material differences between such other supplemental agreements and this exhibit.

| | <u>Version</u> | <u>Executing Parties</u> | <u>Summary</u> | <u>Differences compared with Form Agreement</u> |
|---|----------------|---|---|---|
| Supplemental Agreement to Exclusive Option Agreement | Form | Buyer: Ctrip Computer Technology (Shanghai) Co., Ltd. Shareholder: Maohua Sun Company: Shanghai Ctrip Commerce Co., Ltd. | Execution Date: September 16, 2011 | No difference in form while the parties to the agreements or the shareholding percentages are changed. |
| | Agreement | Buyer: Ctrip.com (Hong Kong) Limited Shareholder: Min Fan Company: Shanghai Ctrip Commerce Co., Ltd. | Execution Date: January 15, 2004 November 20, 2006 | Assignment of the exclusive option from Party A to Party D with respect to the equity interest held by Party the nominee sharehol |
| | Differences | Party A: Ctrip.com (Hong Kong) Limited Party B: Min Fan Party C: Shanghai Ctrip Commerce Co., Ltd. Party D: Ctrip Computer Technology (Shanghai) Co., Ltd. | Execution Date: September 16, 2011 | |

Supplemental Agreement to the Share Pledge Agreement

Ctrip Computer Technology (Shanghai) Co., Ltd. (“Party A,” address: 3rd floor, Building 63, Hong Cao Road, Shanghai) and Mr. Min Fan (“Party B,” residence: [redacted], ID No.: [redacted]) hereby enter into this Supplemental Agreement as follows:

Whereas

Whereas, Party A and Party B entered into a Share Pledge Agreement (the “Agreement”) on November 5, 2003,

Whereas, both Parties hereto wish to further amend the terms of the Agreement;

Therefore, upon consensus, the Parties hereto enter into the following:

- 7 In light of Party B’ s increase in its capital contribution to Shanghai Ctrip Charming International Travel Agency Co., Ltd., the equity interest held by Party B in Shanghai Ctrip Charming International Travel Agency Co., Ltd. will be changed from 66% formerly specified in the Agreement to currently 89.8%. All such equity interest Party B holds in Shanghai Ctrip Charming International Travel Agency Co., Ltd. will be pledged to Party A as security.
- 8 Except for the amendment made hereinabove, all the remaining terms of the Agreement shall remain unchanged and continue to be legally binding.

In witness whereof, this Supplemental Agreement has been executed by the Parties on July 15, 2006.

Party A: Ctrip.com (Hong Kong) Limited (seal)

Party B: /s/ Min Fan

Min Fan

Schedule A

The following schedule sets forth all other currently effective supplement agreements to share pledge agreements the registrant entered with each of its affiliated Chinese entities and the material differences between such other supplemental agreements and this exhibit.

| | <u>Version</u> | <u>Executing Parties</u> | <u>Summary</u> | <u>Differences compared with the Form Agreement</u> |
|---|----------------|--|---------------------------------------|---|
| Supplemental Agreement to Share Pledge Agreement | | Pledgee: Ctrip Computer Technology (Shanghai) Co., Ltd. Pledgor: Min Fan | Execution Date: January 15, 2004 | No difference in format, while the parties to the agreements are different. The agreements were entered into to reflect the change of shareholding percentages that were caused by change of registered capital. |
| | Form Agreement | Pledgee: Ctrip Computer Technology (Shanghai) Co., Ltd. Pledgor: Min Fan | Execution Date: July 15, 2006 | |
| Differences | | Pledgee: Ctrip Computer Technology (Shanghai) Co., Ltd. Pledgor: Min Fan | Execution Date: September 16, 2011 | The Pledgor reduced its shareholding percentage in the relevant affiliate Chinese entity due to transfer of equity interest to other nominee shareholder. All the rest of the Pledgor' s holding remains to be pledged. |
| | | Pledgee: Ctrip Computer Technology (Shanghai) Co., Ltd. Pledgor: Maohua Sun | Execution Date: September 16, 2011 | |
| | | Pledgee: Ctrip Computer Technology (Shanghai) Co., Ltd. Pledgor: Maohua Sun | Execution Date: September, 2011 | |
| | | Pledgee: Ctrip Computer Technology (Shanghai) Co., Ltd. Pledgor: Maohua Sun | Execution Date: September, 2011 | |

**Certification by the Chief Executive Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Min Fan, certify that:

1. I have reviewed this annual report on Form 20-F of Ctrip.com International, Ltd. (the “Company”), as amended by this Amendment No. 1 on Form 20-F/A;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;
4. The Company’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Company’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Company’s internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting; and
5. The Company’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company’s auditors and the audit committee of the Company’s board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company’s ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company’s internal control over financial reporting.

Date: January 10, 2013

By: /s/ Min Fan

Name: Min Fan

Title: President and Chief Executive Officer

**Certification by the Chief Financial Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Jenny Wenjie Wu, certify that:

1. I have reviewed this annual report on Form 20-F of Ctrip.com International, Ltd. (the “Company”), as amended by this Amendment No. 1 on Form 20-F/A;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;
4. The Company’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Company’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Company’s internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting; and
5. The Company’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company’s auditors and the audit committee of the Company’s board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company’s ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company’s internal control over financial reporting.

Date: January 10, 2013

By: /s/ Jenny Wenjie Wu

Name: Jenny Wenjie Wu

Title: Chief Financial Officer