CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

 This Confidentiality and Non-Competition Agreement (the "Agreement") is

made as of this 10th day of September 2003 ("Effective Date") by and between

Ctrip.com International, Ltd. (the "Company") and Qi Ji (the "Director"). The

Company and the Director are hereinafter referred to individually as a "Party"

and collectively as the "Parties."

 WHEREAS, the Director is a member of the Company's Board of Directors, and

also a principal shareholder of most of the related entities of the Company in

China (excluding the Company's subsidiaries) (collectively, the "Related Chinese

Entities");

 WHEREAS, both the Director and the Company expressly acknowledge and agree

that the sole purpose of the Related Chinese Entities is to further the business

purposes of the Company; and

 WHEREAS, in light of the Director's fiduciary relationship with the Company

and in consideration for the Director's agreement to enter into this Agreement

with the Company, the Company has assisted and will assist in the capitalization

and operation of the Related Chinese Entities.

 NOW, THEREFORE, in consideration of the premises and of the mutual

covenants and agreements set forth below, the Parties agree as follows:

I. CONFIDENTIALITY

 1.1 The Director shall keep secret and shall not at any time use for

Director's own or any third party's advantage, or reveal to any person, company,

organization or any other entity, and shall use the Director's best endeavors to

prevent the publication or disclosure of, any and all Confidential Information

(as defined below).

 1.2 If the Director breaches his obligation of confidentiality hereunder,

the Director shall be liable to the Company for all damages (direct or

consequential) incurred as a result of the Director's breach.

 1.3 The restrictions in this Article I shall not apply to any disclosure or

use authorized by the Company or required by law.

 1.4 "Confidential Information" shall mean information relating to the

business, customers, products and affairs of the Company (including without

limitation, marketing information) deemed or treated confidential by the

Company, or which the Director knows or ought reasonably to have known to be

confidential, and trade secrets, including without limitation designs,

processes, pricing policies, methods, inventions, technology, technical data,

financial information and know-how relating to the business of the Company.

 1.5 For purposes of Articles I and II of this Agreement, the Company shall

include all subsidiaries of the Company as well as the Related Chinese Entities.

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II. NON-COMPETITION

 2.l The Director agrees that he shall not engage in any business directly

competitive with that carried on by the Company, provided that nothing in this

clause shall preclude the Director from holding or being otherwise interested in

any shares or other securities of any company, any part of which is listed or

dealt in on any stock exchange or recognized securities market anywhere, and the

Director shall notify the Company in writing of his interest in such shares or

securities in a timely manner and with such details and particulars as the

Company may reasonably require.

 2.2 In consideration of the Company's assistance in the capitalization and

operation of the Related Chinese Entities, the Director hereby agrees that

during the period he is a shareholder of any of the Related Chinese Entities and

for a period of five (5) years following the termination of this Agreement:

 (a) Director shall not approach clients, customers, suppliers or contacts

 of the Company or other persons or entities introduced to Director in

 Director's capacity as a director or shareholder of the Company for

 the purposes of doing business with such persons or entities and will

 not interfere with the business relationship between the Company and

 such persons and/or entities;

 (b) unless expressly consented to by the Company, Director will not

 provide services as a director or otherwise for any competitor of the

 Company in China, or engage, whether as principal, partner, licensor

 or otherwise, in any business which is in direct or indirect

 competition with the business of the Company; and

 (c) unless expressly consented to by the Company, Director will not seek

 directly or indirectly, by the offer of alternative employment or

 other inducement whatsoever, to solicit the services of any employee

 of the Company employed as at the date of termination of this

 Agreement, or in the year preceding such termination.

 2.3 The provisions provided in Article II shall be separate and severable

and enforceable independently of each other and independent of any other

provision of this Agreement. In the event that any provision of this Article II

should be found to be void under applicable laws and regulations but would be

valid if some part thereof were deleted or the period or area of application

reduced, such provisions shall apply with such modification as may be necessary

to make them valid and effective.

III. TERM. This Agreement shall remain in full force and effect until both

Parties hereto agree to terminate it in writing.

IV. MISCELLANEOUS

 4.1 Binding Effect. This Agreement will be binding upon and inure to the

benefit of any successor of the Company. Any such successor of the Company will

be deemed substituted for the Company under the terms of this Agreement for all

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purposes. For this purpose, "successor" means any person, company, organization

or other entity which at any time, whether by purchase, merger or otherwise,

directly or indirectly acquires all or substantially all of the assets or

business of the Company.

 4.2 Governing Law. This Agreement shall be governed by and construed in

accordance with the laws of New York, USA, without conflicts of laws principles

thereof.

 4.3 Severability. In the case that any one or more of the provisions

contained in this Agreement shall be held invalid, illegal or unenforceable in

any respect under any applicable law, the validity, legality and enforceability

of the remaining provisions contained herein shall not in any way be affected or

impaired thereby.

 4.4 Entire Agreement. This Agreement constitutes the entire agreement and

understanding between the Parties and supersedes all other oral and written

agreements between the Company and the Director regarding the subject matter

hereof. The Director acknowledges that he has not entered into this Agreement in

reliance upon any representation, warranty or undertaking which is not set forth

in this Agreement.

 4.5 Notice. Any notice to be given under this Agreement to the Director may

be served by being handed to Director personally or by being sent by recorded

delivery first class post to Director at Director's usual or last known address;

and any notice to be given to the Company may be served by being left at or by

being sent by recorded delivery first class post to its registered office. Any

notice served by post shall be deemed to have been served on the day (excluding

Sundays and statutory holidays) next following the date of posting and in

proving such service it shall be sufficient proof that the envelope containing

the notice was properly addressed and posted as a prepaid letter by recorded

delivery first class post.

 4.6 Headings. The headings in this Agreement are for the convenience of the

Parties hereto and shall not be deemed a substantive part of this Agreement.

 4.7 Amendment. No amendment to the terms of this Agreement shall be valid

unless in writing and signed by both Parties hereto.

 4.8 Counterparts. This Agreement may be signed in two (2) counterparts and

each counterpart shall be deemed to be an original.

 [SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF this Agreement has been executed on the date first above

written.

Ctrip.com International, Ltd. DIRECTOR

Signature: /s/ Signature: /s/ Qi Ji

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Name: Name: Qi Ji

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