

Participation Provisions for International Pavilion of the 108th Session of China Import and Export Fair

1. Definition

1.1 Except otherwise specified herein, the following words and expressions shall have the meanings stated as follows:

“**Exhibition**” means the International Pavilion of the 108th session of China Import and Export Fair.

“**Organizer**” means China Foreign Trade Centre.

“**Exclusive General Agent**” means Huiyuan Int’l Exhibition Co., Ltd.

“**Exhibitor**” means any corporate legal person submitting official Participation Application Form and has been approved by the Organizer.

“**Exhibition Area**” means the venue of the 108th session of China Import and Export Fair.

“**Force Majeure**” means all unexpected and uncontrollable events and their unpreventable occurrence and impacts which may lead to a postpone of the Exhibition herein stipulated including earthquake, typhoon, flooding, war, riot, strike, demonstration, terrorism or threat, import prohibition, government intervention and so on.

1.2 All descriptions of time (date, workdays, number of days etc.) herein shall base on the Chinese mainland times.

1.3 All headings added in the provisions for convenience of peruse shall not alter the structure and force of this contract.

2. Application for Participation

2.1 Qualification of Applicants and of Exhibits

2.11 Applicants shall be the companies legally registered over 3 years (including 3 years) by eligible law in any country or region other than mainland China. Copy of the Company Registration Certificate (with company stamp) or other valid certificates shall be submitted. If the Company Registration Certificate is non-English or non-Chinese version, English or Chinese translation is required.

2.12 Exhibits shall fall into “The Exhibits Category (International Pavilion) of the 108th Session of China Import and Export Fair”.

2.13 Exhibits shall be produced in any country or region other than mainland China. Certificate of Origin shall be submitted.

2.14 In view of traditional way of negotiating against samples, the exhibitors of Int’l Pavilion of Canton Fair shall be the manufacturers and traders who are in the position to provide the qualified Certificate of Origin for the actual and tangible goods. Any intermediary in any form is not allowed to set up in the Int’l Pavilion.

2.2 In case the Applicant entrusts its branches or any third party (official sub-agents or distributors) to participate the fair, the Applicant shall apply to the Exclusive General Agent or the sub-agents appointed by the Exclusive General Agent in writing and submit the following proof materials: (1) Original Letter of Authorization for Participation; (2) Copy of Letter of Authorization for Agent (with company stamp) which proves that the Applicant entrusts its branches or any third party as agents for exhibits, or other proof documents that could prove the relationship between the Applicant and its branches or any third party.

2.3 The proof documents stated in clause 2.1 and 2.2 shall be submitted together with the Application Form, the Organizer has the sole and absolute discretion in relation to approve such application.

2.4 Upon submission of the application form, the applicant shall be deemed to have accepted all participation provisions hereof and shall be legally bound by such application.

2.5 No applicant shall be authorized to request for an approval of his application. The Organizer and the Exclusive General Agent shall be authorized to determine whether to accept an application or not without putting forth any further explanation.

2.6 In order to verify the applicant’s qualification, the Organizer and the Exclusive General Agent may from time to time requires the applicant to demonstrate his latest registration certificate, business card, product lists or other documents or materials concerned.

2.7 All the application materials submitted by applicant, including the certificate of company registration and the certificate of origin etc, shall be authentic.

3. Stand Allocation

3.1 The Organizer and the Exclusive General Agent shall allocate the stands according to the nature of the exhibits and situation of the Exhibition.

3.2 The Organizer and the Exclusive General Agent shall be entitled to allocate all stands without putting forth any further explanation.

3.3 The Exclusive General Agent or the sub-agent appointed by the Exclusive General Agent shall dispatch a Notice of Stand Confirmation to the Exhibitor for approval. This provision shall take effect once the Notice is given.

3.4 For any important reasons or security purpose, the Exclusive General Agent or the sub-agent appointed by the Exclusive General Agent may from time to time be entitled to alter the dimensions of the stands, adjust the locations of the stands and re-structure the whole Exhibition hall. In case of any shrinkage of stand area due to such reason, a reimbursement for such area differences shall be made to the Exhibitor by the Exclusive General Agent or the sub-agent appointed by the Exclusive General Agent. However, the Exhibitor shall not be entitled to claim from the Exclusive General Agent or the sub-agent appointed by the Exclusive General Agent for any further losses or request for any

additional reimbursement based upon such reason.

4. Participation Fees and Payment

4.1 There shall be two stand fee criteria i.e. raw space fee and standard stand (9 square meters) fee. The raw space shall be stand set up by the Exhibitor himself, which shall be with a minimum area of 36 square meters. Space less than 1 square meter shall be counted as 1 square meter. Details of which shall be illustrated in the Exhibition Application Form. All related services applied or ordered by the Exhibitor in accordance with the "Service Guide for Exhibitors of the International Pavilion of the 108th Session of China Import and Export Fair" shall be paid according to the payment requirements stipulated therein and be excluded from the stand fees.

4.2 Participation fees shall be settled and converted into Renminbi subject to the cash buying rate announced by Bank of China on the issuing date of Payment Notice (not included Participation Guarantee Fee).

4.3 Time of payment

Within 3 workdays after receiving the Notice for Stand Confirmation (facsimile is valid) from the Exclusive General Agent or the sub-agent appointed by the Exclusive General Agent, the Exhibitor shall pay to the Exclusive General Agent or the sub-agent appointed by the Exclusive General Agent the exhibition fees in one lump sum.

4.4 Delay in payment

Inability of the Exhibitor to make stand payment in due time stipulated herein shall be treated as delay in payment (applicable to following provisions).

4.4.1 In case the Exhibitor's delay in payment shall be in 5 workdays (the 5th day included), the Exhibitor shall pay to the Organizer 2% of the total fees as late fee each day from the first day of payment stipulated in the provisions. The Exhibitor shall be responsible for all economic losses of the Exclusive General Agent or the sub-agent appointed by the Exclusive General Agent caused by such delay in payment.

4.4.2 In case that the Exhibitor's payment is delayed by more than 5 workdays, the Exclusive General Agent or the sub-agent appointed by the Exclusive General Agent shall be entitled to terminate the provisions and transfer the corresponding stands to any third parties without reimbursing the advance payment (stand fee and other expenses included) that has been made by the Exhibitor to the Exclusive General Agent or the sub-agent appointed by the Exclusive General Agent. Termination of the provisions under such circumstances shall be treated as a withdrawal of the Exhibitor from the Exhibition and the Exhibitor shall be deemed to pay a penalty stipulated in clause 5 hereunder.

4.5 Remarks

4.5.1 The due payment day mentioned in 4.3 and 4.4 clauses shall be the receiving date.

4.5.2 The receiving date shall be the date that payment has reached the bank account of the Exclusive General Agent or the sub-agent appointed by the Exclusive General Agent.

4.5.3 All expenses arising from bank remittance shall be borne by the Exhibitor without deducting from the payable participation fees. Payment bank and account number are indicated in the Notice for Stand Confirmation.

4.5.4 The bank remittance bill shall be faxed to the Exclusive General Agent or the sub-agent appointed by the Exclusive General Agent nominated contact person by the Exhibitor once the payment is made. The original copy of which shall be brought to the Exhibition in exchange for participation invoice (For details, refer to Notice of Stand Confirmation).

5. Withdrawal from the Exhibition

5.1 Withdrawal from the Exhibition includes a withdrawal from all or parts of the stands which have been confirmed by the the Exclusive General Agent or the sub-agent appointed by the Exclusive General Agent (applicable to the following clauses).

5.2 Exhibitor shall be entitled to claim from the Exclusive General Agent or the sub-agent appointed by the Exclusive General Agent for all paid participation fee and other service fees in case of any cancellation of the Exhibition caused by defaults of the Exclusive General Agent or the sub-agent appointed by the Exclusive General Agent.

5.3 Except for stipulating in 5.2 herein, the Exhibitor shall furnish to the Exclusive General Agent or the sub-agent appointed by the Exclusive General Agent a written notice in case he intends to withdraw from the Exhibition prior to the opening of the first day of the Exhibition. The Exclusive General Agent or the sub-agent appointed by the Exclusive General Agent shall reserve the right to forfeit the paid stand fees (referring to withdrawn stands) as breaching penalty.

5.4 Except for reasons stipulated in 5.2 hereof, the Exclusive General Agent or the sub-agent appointed by the Exclusive General Agent shall not reimburse to the Exhibitor any stand fee and other fees paid in case of his withdrawal due to any reasons (e.g. visa issue, delay in exhibits transportation, delay in exhibits custom clearance, tort of exhibits). Moreover, the Exclusive General Agent or the sub-agent appointed by the Exclusive General Agent shall be entitled to terminate the provisions and sell the related stands to a third party. In case that breach penalty is not enough for covering the losses caused to the Exclusive General Agent or the sub-agent appointed by the Exclusive General Agent by the Exhibitor's withdraw, the Exhibitor shall take full responsibilities for all the losses caused therefrom.

5.5 In case that there shall be no exhibits or no Exhibitor's nominating persons in the stand one hour after the opening of the first day of the Exhibition, the Exhibitor shall therefore be treated as withdrawing from the Exhibition. Clause 5.4 shall be applicable to such withdrawal.

6. Usage of the Stands

6.1 The Exhibitor shall not transfer the stand to any third party or share parts of or the whole stand with any third party without prior written consent of the Exclusive General Agent.

6.2 Without prior written consent of the Organizer, the Exhibitor shall not display any products or distribute any

Place / Date _____ Seal / Authorized Signature _____

promotional materials or gifts at any places other than the stands, or photographing, record, camera, transmit and broadcast the Exhibition event, or display, demonstrate, publicize any materials of any other exhibition and carry out any types of publicity in any form for the exhibition. In case of violation of the provisions hereof, the Organizer shall be entitled to remove all exhibits or materials of the Exhibitor from the stand and in any other areas of the Exhibition.

6.3 Inability of the Exhibitor to attend the Exhibition due to visa issues, he shall then delegate a third party to participate the Exhibition or use the rent stands with a written consent from the Exclusive General Agent or the sub-agent appointed by the Exclusive General Agent. The aforesaid third party shall hold the Power of Attorney from the Exhibitor to sign related Exhibition documents with the Exclusive General Agent or the sub-agent appointed by the Exclusive General Agent to confirm that all provisions hereof have been accepted by such third party.

6.4 The Exhibitor shall be forbidden to carry out any publicity against the Laws of the People's Republic of China.

6.5 The Exhibitor shall be forbidden to retail or sell any exhibits for cash at the Exhibition area.

6.6 The Exhibitor shall comply with the IPR protection regulations of the Organizer in case of complaining violation of a third party or being complained by any third party.

6.7 The Exhibitor shall not alter the stand without prior written consent of the Exclusive General Agent.

6.8 In case of violation of the aforesaid regulations hereof by the Exhibitor, the Organizer shall be authorized to restrict participation of the Exhibitor or related personnel, and remove the violating exhibits, or even close down the violating stands. The Organizer shall be authorized to reject the participation of the violated Exhibitor forever, and the Exhibitor shall bear all loses caused therefrom. In case of violation of laws and regulations of People's Republic of China, the Organizer reserves the right to investigate the Exhibitor's legal liabilities.

7. Exhibits

7.1 All exhibits shall fall into the exhibit category stipulated in this provision and have been recorded in the Exhibition Application Form and shall not violate Patent Law, Copyright Law, Trademark Law, Anti-Unfair Competition Law of the People's Republic of Chin and other related laws and regulations.

7.2 All tort exhibits shall be disposed according to IPR protection regulations of China Import and Export Fair.

7.3 The Organizer shall be entitled to remove all items beyond the exhibits category unless they are necessary accessories of the exhibits, publicity materials or free gifts.

7.4 The Exhibitor can self-arrange transporter or entrust transporter recommended by the Organizer and the Exclusive General Agent. The Organizer and the Exclusive General Agent shall only provide consultation service in this respect without taking any relevant responsibilities for the transporter recommended. The Exhibitor shall be therefore requested to negotiate with such transporter in this concern.

7.5 In case the exhibits shall be forbidden to import due to legal or other reasons or delay in reaching the Exhibition, the Exhibitor shall be responsible for such outcomes since they are deemed to be risks to be borne by the Exhibitor. Such happenings shall not release the Exhibitor from making full payment due.

7.6 The Exhibitor shall not be allowed to take away any exhibits from the Exhibition venues which have not been gone through custom clearance without permission of the Chinese Custom.

7.7 With the consent of Chinese Customs, Exhibits sold to or donated to domestic companies shall go through custom clearance and pay in relevant tariff and duties after dismantling. The Exhibitor shall not be authorized to remove any exhibits out of the Exhibition venues or any supervised places appointed by the Chinese Custom prior to completion of all import procedures.

7.8 Disposed exhibits, stand setting-up materials and other articles imported in bond shall be reported to the transporter recommended by the Organizer and the Exclusive General Agent in advance. Those exhibits shall not be casually disposed by the Exhibitor himself and shall be handed over to the transporter to transfer the same to the Chinese Custom for settlement.

7.9 All exhibits shall be well packaged and handed over to the transporter to transit to supervised locations appointed by the Chinese custom so as to carry out procedures of repatriation except for those have been allowed to be imported, disposed and free gifts or promotional materials approved by the Chinese Custom..

8. Exhibitor's Badges

The Exhibitor shall only be granted certain numbers of Exhibition badges (for details, please refer to Participation Application Form) upon full participation payment have been made. Request of the Exhibitor for any extra badges shall be settled according to the "Service Guide for Exhibitors of the International Pavilion of the 108th Session of China Import and Export Fair".

9. Stand Setting-up

9.1 Only if the Exhibitor, prior to entering the Exhibition Area for setting up stands during the preparation period, present to the managing staff at site of the Organizer and the Exclusive General Agent the customs clearance of all exhibits or other original documents such as ATA Certificate and submit relevant copies, can the Exhibitor enter Exhibition Area. In case relevant documents are failed to be submitted, the Organizer and the Exclusive General Agent reserves the right to reject the Exhibitor from entering the Exhibition Area, and the lose caused therefrom shall be borne by the Exhibitor.

9.2 All standard stands shall be set up by the contractor nominated by the Exclusive General Agent. Raw space shall be set up by the Exhibitor's entrusted contractor recommended by the Organizer or the Exhibitor's own contractor accredited by the Organizer.

9.3 In case of entrusting any company to set up his stand, the Exhibitor shall then be responsible for the design,

setting-up and relevant safety and fireproofing of such activities. The Exhibitor shall furthermore guarantee that all constructional work to be strictly complying with the operational and technical requirements stipulated in the “Service Guide for Exhibitors of the International Pavilion of the 108th Session of China Import and Export Fair” and relevant governmental laws and regulations.

10. Safety and Fireproofing

The Exhibitor shall be obliged to ensure all his activities to comply with and strictly abide by the Fire Control Law of the People’s Republic of China stated in the “Service Guide for Exhibitors of the International Pavilion of the 108th Session of China Import and Export Fair” during process of Stand Construction, Exhibition and Stand Dismantling.

11. Services

11.1 The Exhibition provides the Exhibitor with relevant services such as information inputting and inquiry, lease of stand equipment, storage and transportation. Details of such service shall be illustrated in the “Service Guide for Exhibitors of the International Pavilion of the 108th Session of China Import and Export Fair”.

11.2 The Organizer or the Exclusive General Agent shall recommend transporters, contractor and travel agencies to provide services to the Exhibitor who shall be required to sign related service agreements with such organizations. The Exhibitor shall keep the Organizer or the Exclusive General Agent informed in case of any adverse outcomes caused by such organizations and the Organizer or the Exclusive General Agent shall endeavor to assist the Exhibitor to settle those issues. However, the Organizer or the Exclusive General Agent shall not be responsible for any economic disputes arising therefrom.

11.3 All services provided by the Organizer or the Exclusive General Agent to the Exhibitor shall be based upon his inventory and the real situation of the Exhibition. Hence, the Organizer shall not guarantee to provide related services at any time or under any situations. The Exhibitor shall therefore carry out timely procedures according to the “Service Guide for Exhibitors of the International Pavilion of the 108th Session of China Import and Export Fair”. Any service delay or cancellation caused by the Exhibitor’s delay in performing relevant procedures shall be deemed to be responsible by the Exhibitor himself.

11.4 The Organizer shall assist the Exhibitor to apply for visa to P.R. China or other entering documents following his reasonable request, however, approval of which shall not be guaranteed by the Organizer. The Exhibitor shall not use such disapproval as excuse to withdraw from the Exhibition.

12. Data Protection

Under condition of complying with laws of data protection, the Organizer and the Exclusive General Agent shall be entitled to deal with and utilize the personal information of the Exhibitor for his commercial purposes, and transfer such information to a third party for goal of efficiently fulfilling the provisions.

13. Losses and Responsibilities

13.1 The Organizer and the Exclusive General Agent shall be responsible for personal injury caused by negligence of the Organizer and the Exclusive General Agent himself, his legal representative, his official employee. The Organizer and the Exclusive General Agent shall be responsible for other losses or damages, caused by malevolence or serious violation of duty of the Organizer himself, his legal representative and his official employee. Under such circumstances, the Organizer and the Exclusive General Agent shall only compensate for the direct damages, while shall not compensate for the indirect damages.

13.2 The Exhibitor shall maintain at least one person in the stand during opening times of the Exhibition. The Organizer and the Exclusive General Agent shall not compensate for any losses or damages happened to the Exhibition items or any equipment or installations brought in by the Exhibitor therein.

13.3 The Exhibitor shall be responsible for any losses or damages to any other people or property losses caused by the Exhibitor himself, his staff or employee, his representative and the exhibits in the stand or any other items therein.

13.4 The Organizer and the Exclusive General Agent shall recommend the exhibitor to purchase proper and adequate insurance to ensure the safety of his personal property, Exhibition items and personal life.

13.5 The Exhibitor shall compensate for any losses or damages to the equipment and installations of the Exhibition or injury and death of any personnel caused by the malevolence, ignorance or mal-operation of the Exhibitor, his employee, staff, his contractor and employees of the contractor.

13.6 The Exhibitor shall be responsible for any penalty imposed by any legal departments of the People’s Republic of China caused by its exhibits violating any laws or regulations of the People’s Republic of China or being suspected of violating a third party’s IPR. The Organizer shall be entitled to remove all illegal exhibits without reimbursing to the Exhibitor any losses arising herefrom.

13.7 Violating the related custom regulations of the People’s Republic of China, the Exhibitor shall be responsible for all outcomes arising from the disposal of the exhibits without authorization. The Organizer and the Exclusive General Agent shall retain the power to claim against the Exhibitor for any penalty imposed by the Custom of the People’s Republic of China arising herefrom.

Notes: The Organizer and the Exclusive General Agent hereby reminds that the Exhibitor shall safekeeping his exhibits. The Exhibitor may be required to render related tariff to the Custom of the People’s Republic of China for any missing exhibits.

14. Exempt Provisions

14.1 In case of any alternation of Exhibition time, Exhibition layout or adjustment of stand locations caused by Force Majeure or any events beyond the control of the Organizer and the Exclusive General Agent, the Exhibitor shall not be

entitled to terminate or cancel the provisions and put forward any requirements to the Organizer and the Exclusive General Agent including claim for any damages arising therefrom.

14.2 The Organizer and the Exclusive General Agent shall endeavor to take all measures to ensure the security for the Exhibition during the period of the stand construction, exhibition and stand dismantling. Unless due to his malevolence or serious negligence, the Organizer and the Exclusive General Agent shall not bear any responsibilities for any losses caused by his employee, recommended transporter and recommended contractor. The Organizer and the Exclusive General Agent shall not be responsible for any losses caused by the Exhibitor, visitor or any third parties. The Exhibitor meanwhile commits to the Organizer and the Exclusive General Agent that he shall not request for any compensation for any exhibit or personal property losses caused by his employee, staff, visitor to the Exhibition or any third parties.

14.3 The Organizer and the Exclusive General Agent shall not responsible for any contacts or transaction outcomes between the Exhibitor and any other parties arising during the course of the Exhibition or because of the Exhibition.

15. Supplemental Provisions

15.1 The exhibitors should guarantee to carry out the exhibiting work in compliance with all provisions of Canton Fair, and fully accept Canton Fair Organizer's on-site inspection and supervision on the use and management of the booth. Hereby make the following commitments:

For any violation of the above-mentioned clauses, the exhibitor would undertake to assume full corresponding responsibility, and unconditionally accept Canton Fair's punishment including the closing down of the stand on site, the non-refund of exhibition fees, the confiscation of participation badges, the disqualification of participation for future sessions of Canton Fair and the circulation of violation information on Canton Fair website or related publications.

In addition, the applicant should ensure their exhibits, packaging of exhibits, promotional materials and any part of the stand would not infringe IPRs of others. In case of infringement, the applicant shall accept settlement finalized by the Complaint Reception Station of Canton Fair according to Provisions on Claimed IPR Infringement Complaints and Settlement.

15.2 The provisions shall be the participation contract signed by the Exclusive General Agent and Exhibitors after the provisions come into force. Both parties agree the participation contract includes Participation Provision. Participation Application Form, Notice of Stand Confirmation, Service Guide for Exhibitors of the International Pavilion of the 108th Session of China Import and Export Fair, related additional and supplementary clauses. The aforesaid contents shall form an integral part of this contract and both parties shall be bound by it.

15.3 The formation and construction of the provisions are governed by the laws and regulations of the People's Republic of China.

15.4 All disputes arising from the execution of the Provisions shall be settled amicably through friendly negotiation. In case no settlement can be reached by negotiation, any party herein shall be authorized to submit the case to any court having jurisdiction over the Provisions in the People's Republic of China for litigation solution.

15.5 All previous declarations, understandings, commitments made by both parties during any negotiations concerning the Exhibition shall become null and void after signing on the Provisions.

In case of discrepancy between Chinese and English versions, the Chinese version shall prevail.