

STANDARD TERMS OF EXHIBITION CONTRACT 參展合約標準條款

1. Definitions

In these Standard Terms, save as the context otherwise requires:

'Charges' shall mean charges payable by the Exhibitor for the right to exhibit in the Exhibition under the Contract.

'Contract' shall mean the contract for the right to exhibit in the Exhibition entered into between the Exhibitor and the Organizer and shall include the Standard Terms contained herein.

'Exhibitor' shall mean an individual, a sole proprietor, partnership or company applying to exhibit at the Exhibition or, as the case may be, whose application to exhibit at the Exhibition has been accepted by the Organizer and shall include all employees, representatives, agents of such sole proprietor, partnership or company.

'Exhibition' shall mean the exhibition referred to in the Contract.

'Organizer' shall mean Global Challenge Limited, which uses "Paper Communication Exhibition Services" as its trade name.

2. Application for Participation

By signing the Contract, the Exhibitor makes an application to the Organizer for the right to exhibit at the Exhibition. Until an Exhibitor's application made herein has been accepted in writing by the Organizer, no rights to exhibit are granted notwithstanding payment or acceptance of Charges. The Organizer shall reserve the right to refuse any application without disclosing to the Exhibitor any reasons therefor.

3. Space Allocation

The Organizer shall allocate the space in accordance with the nature of exhibits or in any manner they may deem fit. The Organizer shall reserve the right to change the space allocated to the Exhibitor at any time prior to the commencement of the erection of the stand of the Exhibitor should exceptional circumstances demand and, to transfer or close entrances and exits to the Exhibition facilities and to undertake other structural alterations as the Organizer may deem fit. Such changes shall be determined at the discretion of the Organizer and the Exhibitor shall have no claim for compensation as a result of such changes.

4. Use of Exhibition Space

Exhibitors are only entitled to exhibit products disclosed in the Contract or otherwise in writing to the Organizer and to man the exhibits with competent personnel during the opening hours of the Exhibition. The Organizer reserve the rights to refuse admittance to any visitors to the Exhibition or to have access to any stand. Exhibitors are not allowed to transfer or assign the space allotted to them to other parties either wholly or in part without the written consent of the Organizer. Exhibitors shall be liable for any damage to the walls or to any part of the Exhibition hall in which their exhibits are placed and shall not paint or otherwise alter the floors, ceiling, pillars or walls without the prior consent of the Organizer.

5. Terms of Payment

The Exhibitor shall pay (i) 50% of the Charges within 7 days from date of signing of the Contract and (ii) the balance of the Charges not later than 30 days prior to the first exhibition day of the Exhibition.

6. Withdrawal by Exhibitor

- Without prejudice to the rights and remedies of the Organizer in respect of any breach of the Contract on the part of the Exhibitor, the Organizer may at its absolute discretion allow the Exhibitor to withdraw from the Exhibition provided the Exhibitor must have given a written notice to the Organizer that he desires to withdraw and if the Organizer allows such withdrawal, it shall notify the Exhibitor of their decision in writing.
- Save as otherwise provided in this Contract, payments to the Organizer shall be non-refundable.
- Should the Exhibitor fail to observe or comply with any of the terms and conditions contained herein or if the Exhibitor shall fail to pay any of the Charges at the time and in the manner as aforesaid, the Organizer may thereupon by written notice given to the Exhibitor rescind the Contract.
- Upon the Organizer exercising their right to rescind the Contract under sub-clause (c) of this clause, it may but is not obliged to license or otherwise deal with the Exhibition space contracted by the Exhibitor in default on such conditions as the Organizer shall deem fit. In the event the Organizer having elected to but not able to license the said space, the Exhibitor in default shall be liable to pay the entire Charges to the Organizer as liquidated damages for the loss of revenue.

7. Changes

The Organizer reserves the right to change the venue and duration of the Exhibition if exceptional circumstances so demand. In the event of change of venue and/or duration, the agreement to participate shall remain in force so long as the Exhibitor is informed at least a month before such changes will take place. In the event of a change of venue

and/or duration or cancellation of the Exhibition, the Exhibitors shall not be entitled to any claim for compensation in connection with their reservation for participation.

8. Constructions and Decoration of Stand

Exhibitors shall decorate their space and stand pursuant to the Exhibitor's Manual. Any damages caused by the Exhibitor or his/its contractors to other Exhibitors or common property shall be the responsibility of the Exhibitor. All Exhibitors must complete their construction and decoration by the date and time stipulated by the Organizer.

9. Movement of Exhibits

- Exhibitors shall bear the responsibility and expenses for the transport of exhibits to the Exhibition Venue.
- Exhibitors shall make their own arrangement for storage and warehousing of their exhibits.
- Exhibitors shall remove all exhibits from the Exhibition hall within the period stipulated by the Organizer and shall indemnify the Organizer against any loss by reason of the delay or damage to the Exhibition hall.

10. Failure of Services

The Organizer shall not be liable for any loss sustained by the Exhibitor directly or indirectly attributable to the cancellation, suspension delay or reduction of duration of the scheduled Exhibition from the period advertised or specified due to:

- Force Majeure.
- Acts of War, Military Activity, Municipal Statutory or Civil Authority requisition.
- Fire, flood, typhoon, excessively inclement of weather, earthquake, or a combination of the same.
- Damage caused by an aerial object or aircraft.
- Strike or lockouts by workmen.

If the Exhibition is cancelled, shortened or postponed then the Charges paid to the Organizer, or any part thereof may be refunded at the sole discretion of the Organizer to the Exhibitors after appropriating the entire Charges or any part thereof for expenses it has already incurred for the Exhibition.

11. Security

The Organizer shall take all security precautions in the interest of the Exhibitors and visitors. However, the Organizer shall not be held responsible for any loss or theft of exhibits at the Exhibition hall during the assembling, exhibition and dismantling period. The Organizer shall also not be responsible for any loss or damage to exhibits or any articles belonging to the Exhibitors.

12. Fire Regulations

All exhibits, materials used in stands and exhibition constructions must be properly fireproofed in accordance with the applicable laws and regulations. Fire marshals will patrol the Exhibition facilities and will be authorized to stop any demonstrations that are potential fire hazards.

13. Intellectual Property Right Protection

The Exhibitor warrants that the exhibits and packages thereof and the publicity material or any other part of the display on the stand do not in any way whatever violate or infringe any third party's rights including all intellectual property rights including but not limited to trade marks, copyright, designs, names, and patents whether registered or otherwise. The Exhibitor agrees to fully indemnify the Organizer and its agents, representatives, contractors and employees against all costs, expenses and damages arising from any third party's claim of infringements by the Exhibitor and/or the Organizer and/or the latter's agents, representatives, contractors or employees of such third party's rights.

14. Warranties

The Exhibitor warrants that the importation display, marketing, sale, exportation, and/or possession (as the case may be) of the exhibits and packages thereof and the publicity material or any other part of the display on the stand and the distribution or dissemination of information relating to the exhibits or other products of the Exhibitors on the Exhibitor's Website or Organizer's online or mobile platform do not violate the laws of the People's Republic of China. If any licences or permits are required for such importation, display, marketing, sale, exportation, possession, distribution or dissemination, the Exhibitor must be appropriately licensed or permitted. The Exhibitor must at all times be compliant with any laws or regulations governing the importation, display, marketing, sale, exportation, and possession of such products. The Exhibitor agrees to fully indemnify the Organizer and its agents, representatives, contractors and employees against all costs, expenses and damages arising from any breach of this

Condition.

15. Insurance, Liability and Risks

- a. Other than death or personal injury caused by the negligence of the Organizer or its employees, none of the Organizer, its agents, representatives, contractors or employees shall be liable in any way whatsoever in respect of any loss, injury or other damages suffered by or caused to the Exhibitor, its agents, representatives, contractors or employees or the products or other property of the Exhibitor or of such parties or of any other Exhibitors or visitors. Any approval granted by the Organizer pursuant to the Contact shall not constitute any form of endorsement of the subject matter of the approval by the Organizer.
- b. The Exhibitor shall be responsible for effecting insurance, the coverage of which shall include (but not limited to) its displays, exhibits and stands against loss or damage by theft, fire, public (including occupier's liability) and any other natural causes, and shall produce such policy of insurance to the Organizer upon request.

16. Supplementary Clauses

Whenever necessary, the Organizer shall have the right to issue supplementary regulations in addition to those in the Standard Terms of Contract to ensure the orderly management of the Exhibition. Any additional written regulations and/or instructions shall form part of these Terms of Contract and they shall be binding on the Exhibitors.

17. The failure to object to any breach of any clause herein by the Organizer shall not constitute agreement to modification of this agreement or a waiver of any subsequent breach of such clause.

18. The construction of the Contract shall be governed by the laws of the People's Republic of China.

19. Any dispute arising out of or in connection with this Contract shall be submitted to China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitration shall take place at Organizer's City. The language of the arbitration shall be Chinese. The Tribunal shall consist of three arbitrators. The party in dispute shall separately appoint one arbitrator, and the third arbitrator shall be jointly appointed by the two arbitrators as appointed by the parties. If any party fails to appoint an arbitrator within 10 days upon receiving the arbitration notice, or the two arbitrators as appointed by the parties fail to reach a consensus on appointing the third arbitrator within 10 days upon the appointment of the second arbitrator, the third arbitrator shall be appointed by CIETAC in accordance with its arbitration rules.