

Exhibition Invitation Service Contract

Contract No.:

The Contract is concluded by and between the following parties in Qingpu District, Shanghai, PRC:

Party A: National Exhibition and Convention Center (Shanghai) Co., Ltd.
Address: 333 Songze Avenue, Qingpu District, Shanghai
Business License No. or registration No.:
Legal representative:

Party B:
Address:
Business License No. or registration No.:
Legal representative:

Whereas:

Party A entrusts Party B as the exhibition invitation service provider for China International Import Expo 2018 (hereinafter referred to as “Exhibition”), and both parties, upon full negotiation in principles of equality, mutual benefit and willingness, agree on matters pertaining to the Exhibition and conclude the Exhibition Invitation Service Contract for mutual compliance.

Article I Profile of Exhibition

1.1 Name: China International Import Expo 2018.

1.2 Date: From Nov. 5, 2018 to Nov. 10, 2018 (hereinafter referred to as “Exhibition Period”).

1.3 Venue: National Exhibition and Convention Center (Shanghai).

1.4 Scope of exhibits:

1.4.1 High-end Intelligent Equipment: Artificial Intelligence, Industrial Automation & Robots, Digital Factories, IoT, Materials Processing & Molding Equipment, Industrial Parts & Components, ICT Equipment, Energy Conservation & Environmental Protection Equipment, New Energy, Power & Electrical Equipment, Aviation & Aerospace Technologies and Equipment, Power Transmission & Control Technologies, 3D Printing, etc.

1.4.2 Consumer Electronics & Appliances: Mobile Devices, Smart Home, Smart Household Appliances, VR & AR, Video Games, Sports & Fitness, Audio, Video HD Devices, Life Technologies, Display Technologies, Online Games & Home Entertainments, Product & System Solutions, etc.

1.4.3 Automobile: Intelligent Drive Vehicles and Technologies, Intelligent Connected Vehicles and Technologies, New Energy Vehicles and Technologies, Brand Automobiles, etc.

1.4.4 Apparel, Accessories & Consumer Goods: Apparel, Textiles, Silk Products, Kitchenware & Tableware, Homeware, Gifts, Home Decorations, Festival Products, Jewelry & Ornaments, Furniture, Infant & Children Products, Toys, Culture Products, Skincare, Hair Beauty & Personal Care Products, Sports & Leisure, Suitcases & Bags, Footwear & Accessories, Clocks & Watches, Ceramic & Glass Products, etc.

1.4.5 Food & Agricultural Products: Dairy, Meat, Seafood, Vegetable & Fruit, Tea & Coffee, Beverage & Liquor, Sweet & Snacks, Condiment, Canned & Instant Food, etc.

1.4.6 Medical Equipment & Health Care: Medical Device, Bio & Pharmaceuticals, Health Products, Complementary Medicine, Beauty Care & Cosmetic Surgery, Welfare & Elderly Care Products, Medical Machinery, etc.

1.4.7 Emerging technologies: Information and communication technology, Intelligent manufacturing technology, Biomedical technology, Artificial intelligence technology, Chip technology, Green energy technology, Modern agricultural technology, Energy-saving and environmental protection technology, New material technology, Intelligent logistics technology, Big data technology, etc.

1.4.8 Service outsourcing: Information technology, Cloud service, Supply chain, Mobile internet, Big data analysis, Mass innovation and crowdsourcing, Smart city, Strategic consulting, Artificial intelligence, Digital transformation, etc.

1.4.9 Creative design: Industrial design, Architectural design, Graphic design, Fashion design, Individual creative design, etc.

1.4.10 Culture and education: Animation production, Cultural art (sculpture, painting, music, dance, Chinese opera, etc.), Overseas intangible cultural heritages (folk art, folk music, folk dance, folk handicraft, etc.), Education-related services, etc.

1.4.11 Tourism: Tourism resources, Travel routes, Characteristic scenic areas, Services of travel agencies, Hotel services, etc.

1.4.12 Logistic service: Ocean transportation, Land transportation, Air transportation, Multimodal transportation, Freight forwarding, Warehousing, Delivery, Information processing, etc.

1.4.13 Legal service, Accounting service, Counseling service, Intellectual property service, Exhibition Service, etc.

1.5 Qualification of Exhibitor: Exhibitors must be units with corporate capacity (Exhibitors must provide relevant qualification certificates, including but not limited to Business License), which shall be legally registered and existing companies or corporations according to applicable laws in a country or region outside the customs area of the People's Republic of China

Special Conditions

Party B shall ensure that the exhibitors' exhibits are manufactured in countries or regions beyond Chinese customs territory (including Hong Kong, Macau and Taiwan regions) and attached with related Certificate of Origin.

Article II Entrusted Matters

Party A entrusts Party B to negotiate with the foreign businessman (hereinafter referred to as "Exhibitor") who intended to rent the booth at the Exhibition; after Party B reaches agreement with the exhibitor on exhibition participation and booth rental, 1) Party A and exhibitors shall sign the *Letter of Intent for Participation* and *Participation Contract* directly; 2) Party B, upon the authorization or entrustment by the exhibitors invited by itself, may choose to sign the *Letter of Intent for Participation* and *Participation Contract* with Party A on behalf of such exhibitors, and simultaneously, submit the text of Intent for Participation agreed by Party B and the exhibitor to Party A as the annex to the contracts.

Party B is the non-exclusive exhibition invitation service provider of the Exhibition in (country and region), and Party A is entitled to simultaneously entrust other institutions for the provision of exhibition invitation service. If any dispute about the relationship between Exhibitor and different exhibition invitation service providers occurs, the intention of Exhibitor shall prevail, and Party A owns the rights of final interpretation.

Scope of entrustment:

2.1 The exhibition invitation service term of Party B is month(s), i.e. from MM / DD / 2018 to Nov. 10, 2018 ("Exhibition Invitation Service Term"); while beyond the exhibition invitation service term, Party B shall have no rights to conduct related exhibition invitation.

2.2 The minimum number of booths in exhibition invitation service of Party B shall be (that is ___ square meters). In case Party B fails to successfully invite exhibitors for booth(s) (that is square meters) by 04/ 30/2018, Party A is entitled to terminate the Contract. Upon completion of Exhibition, Party A shall, based on the booth fees actually received, pay Party B the

exhibition invitation service fees as per the unified standard prepared by Party A.

2.3 Party B shall negotiate with the exhibitors on issues concerning the Exhibition in strict accordance with this Contract and other unified standards on exhibition fees prepared by Party A in relation to exhibition invitation for foreign companies.

2.3.1 Where the exhibitors invited by Party B choose to sign the *Letter of Intent for Participation* and *Participation Contract* with Party A directly, Party B, on behalf of Party A, is obliged to urge such exhibitors to sign the formal and standard *Letter of Intent for Participation* with Party A and to execute the agreements in *Letter of Intent for Participation*. Party B shall be liable for related exhibitors for additional commitments, waivers or changes. Where Party B has collected any fees (including but not limited to down payment, deposit, advance payment, etc.) from exhibitors in advance, such fees shall be refunded to the exhibitors; Party B shall compensate for any losses caused to Party A therefrom, and Party A has the right to make no payment to Party B for exhibition invitation service fees and / or other service fees; where such payment is made, it shall be refunded by Party B in full.

2.3.2 If Party B chooses to sign the *Letter of Intent for Participation* and *Participation Contract* with Party A on behalf of the invited exhibitors, then when signing the *Letter of Intent for Participation*, Party B shall provide relevant written documents agreed by Party B and the exhibitors on issues regarding exhibition participation as annexes to the *Letter of Intent for Participation*. Such documents shall include exhibitor qualifications and types of exhibits herein as well as regulations and requirements on conducts of the participating exhibitors. In accordance with the agreements in the *Letter of Intent for Participation* signed by Party A and Party B, Party B shall pay Party A the Participation Deposit. Party B shall assist Party A in preparing the *Exhibitor Information Form* covering all exhibitors invited by Party B, so as to facilitate the review on the qualification of the exhibitors and the exhibits by Party A. If part or all exhibitors are qualified upon Party A's review, Party A shall notify Party B of the information of all qualified exhibitors and provide the standard text of *Participation Contract* to Party B. Party B shall, on behalf of all qualified exhibitors, sign the formal *Participation Contract* with Party A and pay relevant fees as per the terms therein. After that, Party A shall settle the exhibition invitation service fee to Party B as per Article V herein. Where the commitment or waiver made by Party B and the exhibitors exceeds the scope aforesaid, or the booth price, terms and conditions in *Participation Contract* are changed by Party B arbitrarily, none of such commitment, waiver or changes shall be binding on Party A; Party A is entitled to refuse to enter into the *Participation Contract* and other written agreements with exhibitors under the conditions committed by Party B or to agree the participation of related exhibitors. In this case, Party B shall be liable to related exhibitors for such additional commitment, waiver or changes. Where Party B has collected any fees (including but not limited to down payment, deposit, advance payment, etc.) from exhibitors in advance, such fees shall be refunded to exhibitors; Party B shall compensate for any losses caused to Party A therefrom, and Party A has the right to make no payment to Party B for exhibition invitation service fees and / or other service fees; where such payment is made, it shall be refunded by Party B in full.

Party B shall ensure that the exhibitors understand and comply with terms of *Participation Contract* and follow the rules and regulations formulated by the Organizer in a strict manner.

2.4 Party B shall be responsible for exhibition invitation within the scope specified in Article 1.4 and 1.5 under Article I therein. Where Party B fails to execute the exhibition invitation within above scope, Party A shall not be bound by any act of exhibition invitation beyond such scope. Party A may adjust the exhibition qualification for exhibitors at any time based on the final application, exhibition scale of exhibitors and other factors.

2.5 Party B shall ensure that the exhibits carried by invited exhibitors and the inventions, utility model and appearance design claimed thereof meet the provisions of *Measures for the Protection of Intellectual Property Rights during Exhibitions*. In case of violation against the provisions in the *Measures for the Protection of Intellectual Property Rights during Exhibitions*, such exhibitors may be

disqualified by Party A and the booth may be used for others, and Party B cannot obtain the payment of exhibition invitation service fees and /or other service fees for such exhibitor.

2.6 Party B shall require the invited exhibitors to compare and review its qualification, certifications and exhibition products according to *Prohibited List for Inspection and Quarantine of the First China International Import Expo and Annex thereof* (see Annex I for details) and *List for Inspection and Quarantine Limitations of the First China International Import Expo and Annex thereof* (see Annex II for details) provided by Party A, and any cost arising therefrom shall be borne by itself. If the qualification, certifications and exhibits do not meet the requirement, such exhibitors may be disqualified by Party A and the booth may be used for others, and Party B cannot obtain the payment of exhibition invitation service fees and /or other service fees for such exhibitor.

Article III Rights and Obligations of Party A

3.1 To facilitate the exhibition invitation by Party B, Party A shall provide Party B with information and data (including but not limited to exhibition invitation information) related to the exhibition.

3.2 Party A shall provide Party B with necessary business guidance.

3.3 Party A will evaluate the exhibitors invited by Party B for qualification; Party A has the right to reject the exhibitors who are considered inappropriate for exhibition after evaluation. If such exhibitors have paid the participation deposit or booth fees, Party A shall refund such deposit or fees to the payment account (free of interest) and does not bear any other responsibility. Party A holds the final decision-making rights on qualification evaluation, arrangement of booth location and booth area for exhibitors.

3.4 Party A has the right to supervise Party B for its exhibition invitation service and require Party B, at any time, to report the exhibition invitation work in detail (including but not limited to list of enterprises for exhibition, list of contracted exhibitors) in written form.

Article IV Rights and Obligations of Party B

4.1 Party B shall have the corresponding qualification to perform the rights and obligations hereunder and provide the corresponding certificates to Party A.

4.2 Party B shall provide exhibition invitation service in strict accordance with this Contract and shall not entrust any third party to perform any entrusted matters hereunder, including exhibition invitation service. Otherwise, Party B shall bear the corresponding liability for breach of contract according to Article VII hereof.

4.3 Party B shall carry out the exhibition invitation service work agreed herein only in capacity of exhibition service provider instead of host or organizer of the exhibition; Party B's act of exhibition invitation shall not mislead any third party to believe that it is the host or organizer of the exhibition, otherwise, Party A has the right to correct Party B's behavior and Party B shall follow the requirements of Party A. If Party B fails to correct its behaviors as required by Party A, it shall be subject to the provision of Article 7.1.

4.4 The exhibition invitation service fee of Party B agreed in Article V herein and/or other service fees agreed by both parties include all costs and expenses incurred in exhibition invitation of Party B, therefore, Party A will not pay any other expenses.

4.5 Party B is obliged to urge the invited exhibitors to pay the exhibition fees on time, or in case that Party B, on behalf of exhibitors, signs the *Participation Contract* with Party A, Party B itself shall pay the exhibition fees in full amount not later than Aug. 1, 2018 as per the time specified in the Contract. Otherwise, Party A has the right to reject the qualification for corresponding booth. The exhibition fees shall be directly remitted into the account designated by Party A.

4.6 In the process of exhibition invitation, Party B shall be in line with the principle of honesty and trust worthiness and shall not mislead the client. Otherwise, the consequences shall be borne by Party B; Party B shall report to Party A honestly about the situation of the exhibition in writing every 7 days from

the day when the Contract is signed. Party B shall notify Party A promptly and assist Party A in case of any major issues related to the benefit of Party A. Party B may, in case of emergency or necessity, take necessary and reasonable remedial measures after being authorized by Party A in writing and report to Party A truthfully in writing within 3 days thereafter.

4.7 Party B shall not have any words or deeds that may damage the image and reputation of Party A or the Exhibition during the exhibition invitation.

4.8 Party B shall keep Party A's commercial secrets confidential and shall not disclose any business information (for which confidential measures are taken by Party A or which may bring benefits to Party A, such as exhibition marketing strategy, client information, financial data and other secrets related to Party A) to any third party. The confidentiality term is from the contract signing date to one year after the ending date of the Exhibition.

4.9 Party B shall obey the working arrangement and management of Party A. If Party B has any illegal actions or violation of Party A's exhibition invitation discipline and other violation of relative regulations of exhibition invitation services, Party A shall have the right to unilaterally terminate the Contract. If the exhibition invitation service fees and/or other service fees agreed by both parties have been paid by Party A, Party B shall refund such fees to Party A in full.

4.10 Party B shall send a written notice to Party A in advance if it holds any large-scale (number of participants reaches 50 or more) promotion activities related to exhibition and report the effect of such activities to Party A afterwards. If Party B intends to hold any supporting forums or other activities during the Exhibition Period, Party B shall submit the schemes for such forums or activities to Party A in advance for approval.

Article V Settlement of Fees and Settlement Method

5.1 Exhibition invitation price: without Party A's change in writing, Party B shall conduct the exhibition invitation service as per the following prices in the *Participation Contract* provided by Party A:

300 USD /m² for Raw Space,
 3,000 USD /9m² for Standard Booth
 20% off for reservation by January 31, 2018, i.e.
 240 USD /m² for Raw Space,
 2,400 USD /9m² for Standard Booth

5.2 Settlement of fees: Party A shall pay Party B the exhibition invitation service fees strictly as per the following unified commission rate.

Actual net exhibition area in total	A unified commission rate
Within 1000m ² (including 1000m ²)	20%
From 1000m ² to 2000m ² (including 2000m ²)	25%
2000m ² above	30%

5.3 Settlement formula: Party B's exhibition invitation service fees=Total amount of all booths sold*commission rate (commission rate is calculated on the basis of total net area of actual exhibition area). Where the booth fees are paid by exhibitors or by Party B on their behalf, the bank charges shall be borne by such exhibitors or Party B on their own.

5.4 Settlement method: Party A calculates the actual booth quantities and area (such booth quantities and area shall be that of exhibitors with full participation in the exhibition) based on the ultimately identified exhibitor list issued by Party B and the *Participation Contract* ultimately stamped by Party A and exhibitors or by Party A and Party B. For exhibitors retreated from the exhibition in advance, the quantities and area of booths shall not count; for exhibitors reduced booth quantities and areas in advance, the actual quantity and area throughout the exhibition shall be counted. Party A will issue the detailed list for settlement of exhibition invitation service fees to Party B at the completion of

exhibition and acceptance with exhibitors. Based on the detailed list for settlement signed and confirmed by both parties, Party A shall remit the exhibition invitation service fees (total price with tax) into the account designated by Party B after the completion of move-out (within 20 workdays); the currency shall be USD. Before payment by Party A, Party B shall issue an invoice in full amount to Party A according to the amount notified by Party A. Party A may make payments according to the aforesaid invoice issued by Party B. Otherwise, Party A may refuse to make payments. If withholding tax is required for the business involved within the territory, the tax certificate issued by the tax bureau shall be the basis for tax deduction, and payments of the amount indicated on invoice shall be made to Party B after tax deduction and the applicable bank charges shall be borne by Party A.

5.5. Account designated by Party A is shown below:

Beneficiary Account in USD

Account name: National Exhibition and Convention Center (Shanghai)

Account number: 450774636220

Opening bank:

Bank of China Shanghai Hongqiao Exhibition and Convention Center Sub-Branch

SWIFT Code: BKCH CN BJ 300

Account designated by Party B is shown below:

Opening bank/Bank:

ADDRESS:

A/C Number:

A/C Name:

Article VI Agreement on Retreats from the Exhibition by the Exhibitor Ahead of Schedule

6.1 The exhibitors invited by Party B (or Party B itself in case Party B signs the *Participation Contract* with Party A on behalf of the exhibitors) shall, pay related exhibition fees to Party A by the time limit agreed therein after the submission of such *Participation Contract* to Party A. Where the exhibitors or Party B cancel the exhibition unilaterally, it shall be subject to the clauses in *Participation Contract*. If the exhibitors cancel the participation, Party A shall not pay the corresponding exhibition invitation service fees.

6.2 Party B shall notify the exhibitors of the above agreements in exhibition invitation service and assist Party A to handle matters concerning the cancellation. In case Party B fails to notify the exhibitors, which causes Party A to refund the nonrefundable exhibition fees agreed in this clause or make compensation to the exhibitors, Party B shall pay Party A the amounts which should not be returned and compensated by Party A.

Article VII Liability for Breach

7.1 Where Party B without permission, violating the provisions and item 4.5 herein, charges exhibition fees from the exhibitors, entrusts any third party for exhibition invitation service, or invites exhibition as the host or organizer of the exhibition or in the way that is easy prone to mislead any third party to believe that it is the host or organizer of the exhibition and fails to make any rectifications after being required by Party A, or infringes the right of reputation, trademark right, copyright or intellectual property of Party A or the Exhibition, or discloses Party A's business secret or uses such secret in any commercial activities, Party A shall be entitled to terminate the Contract. Party B shall pay party A liquidated damages 3 times of the exhibition invitation service fees obtained thereby and assume corresponding legal liabilities. If liquidated damages are not sufficient for recovering the loss suffered by Party A, Party B shall continuously indemnify Party A for the rest loss incurred.

7.2 Where Party B makes any commitment or waiver to the exhibitor beyond the scope agreed in Article II herein, including but not limited to arbitrary change of terms of *Participation Contract* provided by Party A, and causes any loss to Party A, Party B shall indemnify Party A in full amount.

7.3 In case of any other breaches of agreements of the Contract by Party B, unless otherwise agreed in the Contract, Party B shall indemnify Party A for all losses caused thereby to Party A.

Article VIII Exceptions

During the performance of the Contract, for any failure of performance of the Contract due to earthquake, typhoon, flood, fire, wars, pestilence and any other unforeseeable, insurmountable and unavoidable incidents (except for the strike by workers), requisition by government for important events or government requirements, both parties shall terminate or postpone the performance of the Contract through negotiation without assuming the liability for breach of the Contract.

Article IX Confidentiality and Disclosure of Terms of Contract

Both parties shall keep complete confidentiality of the existence, terms and conditions of the Contract. Without written consent from the other party, either party shall not disclose the Contract and relevant data to the third party which is not related to the performance of the Contract. Unless otherwise required by any government agencies as per relevant laws or regulations, one party shall disclose within the scope required by the government agencies and notify the other party of the Contract within a reasonable time. This Contract shall be confidential within the period of performance of the Contract and within 1 year after the termination date of the Contract.

Article X Amendment, Supplement, Alteration and Termination of Contract

10.1 Amendment or supplement to the Contract shall be approved by both parties, and a separate written agreement shall be signed by both parties.

10.2 Where Party B breaches relevant provision of the Contract or fails to make any rectification after being notified by Party A in writing, Party A has the right to unilaterally notify the termination of the Contract, and entrust a third party to provide corresponding services; any loss incurred thereby to Party A shall be borne by Party B.

10.3 The parties may terminate the Contract upon consensus through consultation.

Article XI Settlement of Disputes

11.1 Any dispute arising during the performance of the Contract shall be settled by both parties through amicable consultations. If any dispute cannot be settled within 10 days after the consultations, either party can institute legal proceedings in the People's Court with jurisdiction in Party A's location.

11.2 The law of the People's Republic of China shall apply to the execution, effectiveness, interpretation, performance and dispute settlement of this Contract.

Article XII Contract Term, Effectiveness and Others

12.1 Contract term: The Contract shall come into force from the date of signatures and official seals of both parties to the date of completion of all rights and obligations under the Contract, unless otherwise agreed in the Contract.

12.2 The Contract is made in sextuplicate, of which Party A holds four and Party B holds two, each copy shall be of the equal legal effect.

12.3 After the formation and entry into force of this contract, either party shall not claim to change and/or terminate the Contract due to the change of agent and legal representative.

12.4 The Contract is made in both Chinese and English with equal legal effect.

Article XIII Special Clauses

13.1 As signature and mutual delivery of the written contract will take a long period, in order to sign and perform the Contract as soon as possible, both parties, through negotiation, agree to sign the Contract in scanning copy or fax in advance;

13.2 Both parties acknowledge and confirm that, before the signed written original Contract is delivered, the scanning copy or fax of the Contract has the same legal effect with the written original contract, and the written Contract duly executed and mutually delivered by both parties shall be of the ultimate authority.

(Signature page, no text below.)

Party A (seal):

National Exhibition and Convention Center (Shanghai) Co., Ltd.

Legal representative

or authorized representative (signature):

Date of Signing:

Party B (seal):

Legal representative

or authorized representative (signature):

Date of Signing: