

Participation Provisions for International Pavilion of The 132nd 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 online exhibition of International Pavilion of the 132nd session of China Import and Export Fair (Canton Fair).

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

“**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 132nd 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, plague, war, riot, strike, demonstration, terrorism or threat, import prohibition, government intervention and so on.

“**Exhibition Participation**” means all exhibition behaviors of exhibitors on the online platform should be treated as displaying exhibits, communicating and negotiating in the booth(s) (hereinafter referred to as the “offline exhibition”), and should also hew to relevant regulations for the offline exhibition.

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

2.1.1 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. Overseas enterprises under substantial legal relation with the exhibitor concerning joint operation or as the joint-venture partner, representative office of the overseas head office or subsidiary may also jointly participate in the exhibition.

2.1.2 In case the Applicant entrusts its branches or any third party (official agents or distributors) to participate in the fair, the Applicant shall apply to the Organizer or the agents appointed by the Organizer in writing and submit Letter of Exhibition Authorization or Letter of Brand Authorization.

2.1.3 Exhibits shall fall into “The Exhibit Catalogue (International Pavilion) of the 132nd Session of China Import and Export Fair.”.

2.1.4 In view of traditional way of negotiating against samples, the exhibitors of International Pavilion of Canton Fair shall be the manufacturers, traders or relevant registered insinuations who are capable of providing actual and tangible goods.

2.2 The proof documents stated in clause 2.1 shall be submitted together with the Application Form, the Organizer has the sole and absolute discretion in relation to approve such application. The Organizer shall be authorized to determine whether to accept an application or not without putting forth any further explanation.

2.3 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.

2.4 In order to verify the Applicant’s qualification, the Organizer may requires the Applicant to demonstrate his latest registration certificate, business card, product lists or other documents or materials concerned at any time.

2.5 All the application materials submitted by the Applicant, including the Company Registration Certificate and the Letter of Exhibition Authorization etc, shall be authentic.

3. Stand Allocation

3.1 The Organizer shall allocate the online stands according to the exhibits categories and situation of the exhibition.

3.2 The Organizer shall be entitled to allocate all stands without putting forth any further explanation.

4. Online exhibition Projects

4.1 Remarks

Instant Messaging tool (English version) is only available on PC, while the Chinese version is available on both PC and mobile.

4.2 Details of Online Exhibition Service

Items	Contents
Showroom	Exhibitor Centre (PC)
	Exhibitor Centre (Mobile)
	Company Information (Enterprise name, official website, contact address, contact person, contact phone number, email address, fax, etc.)
	Company Introduction
	Showroom templates
	Company Video
	Products display
	Multiforms of Exhibits Display (pictures, videos, 3D...)
	VR Booth can be linked
Account	Sub-accounts
Instant Messaging	Instant messaging and record reviewing
Online meeting	Online meeting
Business Matching	Business matching

5. Usage of Online Stands and Code of Exhibition Behaviors

5.1 The Exhibitor shall guarantee to register with his real identity information according to the real-name system for exhibitors of Canton Fair in a timely manner, and to actually use the booth(s) (that is, to exhibit on the official website of Canton Fair according to the corresponding Booth No.). If the information is false or the Exhibitor is not the actual user of the booth(s), the Exhibitor should bear all responsibilities. Transferring, subletting the booth(s) or leaving the booth(s) vacant, and transferring, subleasing or authorizing others to use the platform account in any form are strictly forbidden. During the exhibition period, the Exhibitor should accept and cooperate with the inspection and supervision carried out by relevant institutions of Canton Fair on usage of the booth(s). If involved in any violation mentioned above, once confirmed by the Canton Fair organizer, the Exhibitor will be punished in strict accordance with *the Participation Provisions of the 132nd Canton Fair International Pavilion* and the Exhibitor is fully responsible for all consequences caused by illegal use of the booth(s).

5.2 In accordance with the relevant laws and regulations, the *User Service Agreement*, the *Policies on Exhibit Management* and *Copyright Statement* on the official website of Canton Fair, the Exhibitor should observe service regulations and privacy policies on related products of technical supporters of Canton Fair when using services such as display platforms, and communication and negotiation tools (hereinafter collectively referred to as the “online platform”) provided by Canton Fair. the Exhibitor should also make commitments to the authenticity and legality of all exhibits, exhibits packaging, publicity materials, published information and other display contents (hereinafter collectively referred to as “exhibition behaviors”) displayed on the online platform, ensure that the company and personnel information is true and accurate and they have the qualification to legally operate related business.

5.3 The Exhibitor should support the Organizer in the exhibition management, and the review of materials such as exhibition behaviors, qualifications, information, etc., and obey the restrictions of Canton Fair on exhibition behaviors of the exhibitor in accordance with relevant provisions of Canton Fair.

5.4 The Exhibitor shall be forbidden to carry out any publicity against the Laws and social morality of the People’s Republic of China.

5.5 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.

5.6 The Exhibitor shall promise to cooperate with Canton Fair and the Organizer in investigating and handling trade disputes for all kinds of reasons with buyers, and abide by the Interim Provisions on Preventing and Handling Trade Disputes During Online Exhibitions of the Canton Fair and *the Participation Provisions of the 132nd Canton Fair International Pavilion*, and comply with dispute resolutions made by the Canton Fair organizer in accordance with the above-mentioned provisions and terms.

5.7 If any item of *the Participation Provisions of the 132nd Canton Fair International Pavilion* is violated, the exhibitor agrees that the Canton Fair organizer has the right to make independent judgment and take measures including but not limited to, warning in advance, suspending service, deleting related contents, restricting part of or all functions of the account, terminating services, banning the account, terminating the exhibition qualification of such rule-breaking exhibitor for current and future exhibition sessionS etc.. All resulting consequences and losses including that exhibitors cannot use the account and services of Canton Fair shall be borne by themselves and they have no objection to this. The exhibitor accepts the penalty in line with relevant provisions of Canton Fair and is responsible to compensate China

Foreign Trade Centre, China Foreign Trade Centre (Group) and technical supporters of Canton Fair for all their losses (including but not limited to administrative penalties, actual losses and investigation charges, attorney fees, security expenses, appraisal costs, evaluation fees, legal fares, etc. for rights protection, that incurred to the former). The Exhibitor is fully responsible for all consequences caused by other violations. In case of violation of Chinese laws, the Canton Fair organizer reserves the right to hold the Exhibitor legally responsible.

6. Exhibits

6.1 The Exhibitor should strictly abide by *the Regulations on Exhibit Management* of Canton Fair International Pavilion and *Policies on Exhibit Uploading* on the official website of Canton Fair, take charge of the management of its exhibits, and support the inspection and supervision of Canton Fair, the Chamber of Commerce/Association and the Organizer on exhibits. The Exhibitor guarantees that exhibits displayed on the online platform provided by Canton Fair are legitimate and qualified products, which will be displayed in the name of the company itself.

6.2 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 China and other related laws and regulations. Exhibits of the Exhibitor should not be displayed in the unmatched categories. If exhibits are involved in violations or torts, once affirmed by Canton Fair, the Exhibitor will be punished in accordance with relevant provisions in *the Participation Provisions of the 132nd Canton Fair International Pavilion, Regulations on Exhibit Management* of Canton Fair International Pavilion, etc.

6.3 The Exhibitor guarantees that its exhibition behaviors on the online platform will not infringe on intellectual property rights of others. Once involved in intellectual property disputes (including but not limited to litigation, arbitration, complaint, report, etc.), the Exhibitor guarantees to actively cooperate with the Canton Fair organizer to handle the issues according to *the Interim Provisions of Canton Fair on Complaints and Handling of Suspected Infringement of Intellectual Property Rights of Online Exhibition Contents* and relevant provisions on intellectual property rights protection of Canton Fair.

6.4 The Exhibitor should strictly abide by the Provisions on the Administration of Publicity Materials in Pavilions of Canton Fair. Without written permission of Canton Fair, during the exhibition, the Exhibitor is not allowed to display or exhibit materials of any other third-party platform (including but not limited to exhibitions, professional wholesale markets, or other e-commerce websites which provide services of merchant registration as third-party trade matching platforms) in any form. The Exhibitor should not conduct publicity activities of any kind for these third-party platforms. The Organizer has the right to remove all online display materials outside the exhibits categories.

7. Services

7.1 The online exhibition will provide the Exhibitor series of services including showroom display, exhibits materials upload, and communication and negotiation tools, etc. Please refer to the training materials later for detailed information.

7.2 In case of consultation by the Exhibitor, the Organizer can recommend online exhibition supporting services providers and other relevant companies to provide services for the Exhibitor and the Exhibitor can sign relevant service terms with these service providers by himself. In case of being affected by any of these service companies, the Exhibitor may submit a complaint to the Canton Fair organizer, which shall try to assist in solving the problem. However, any economic disputes and responsibilities between the Exhibitor and the service companies shall not be related to the Organizer.

8. Information Protection

On the premise of complying with laws of information protection in China, the Organizer shall be entitled to deal with and utilize the information of the Exhibitor for commercial purposes, and transfer such information to a third party for goal of efficiently fulfilling the provisions. The Exhibitor is fully aware of and agrees to this.

9. Losses and Responsibilities

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 therefrom.

10. Exempt Provisions

11.1 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, the Exhibitor shall not be entitled to terminate or cancel the provisions and put forward any requirements to the Organizer including claim for any damages arising therefrom.

11.2 The Organizer shall not be 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.

11. Supplemental Provisions

11.1 The Exhibitor guarantees to strictly and seriously abide by laws, regulations, policies and all provisions of Canton Fair and prepare for the exhibition legally and reasonably. If any violation of law, regulation, policy or relevant provision of Canton Fair exists, the Exhibitor should bear corresponding responsibilities. If the violating party causes losses to China Foreign Trade Centre, China Foreign Trade Centre (Group) or Canton Fair, the aforementioned subject has the right to demand compensation from the violating party according to law, and the violating party will be forbidden to participate in any exhibition held by China Foreign Trade Centre or China Foreign Trade Centre (Group).

11.2 The provisions shall be part of the participation contract signed by the Organizer and the Exhibitor after the provisions come into force. Both parties agree the participation contract includes *Participation Provision, Participation Application Form, Notice of Payment, Exhibitors Manual of the International Pavilion of the 132nd 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.

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

11.4 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 court having jurisdiction over the location of exhibition for litigation solution. Chinese language and Law can be accepted in litigation.

11.5 In case of a conflict between this provision and any declarations, understandings, commitments made by both parties during any negotiations concerning the Exhibition, this provision shall prevail.

11.6 The applicant shall have full awareness and understanding of provisions of Canton Fair under this Contract and shall be entitled to gain information publicly available on the official website of Canton Fair (www.cantonfair.org.cn), no further notice or delivery is required by the Organizer.

Place / Date _____ Seal / Authorized Signature _____