# 参展申请表 (代合同)



## www.petfairasia.com

#### **■** Exhibitor Details

Company Name:				
Address & Code:				
Contact Person:	Position:			
Mobile:	Tel:			
☐ I allow the organizers to col	ntact me by phone			
E-mail:	Website:			
☐ I consent to receiving adver	rtising and promotional emails by	y the organizers		
CEO:	Exhibiting Brand:			
Exhibit Profile Please fill the section bel  Pet Food Dry Food Dehydrated & Freeze-E Others:	low "√" (Multiple Choice)  □ Wet  Oried Food □ Trea	t Food		
Pet Supplies  Grooming Litter & Litter Boxes Carriers & travel Dog Beds & Furniture Bowls & Feeders Clothing & Accessories	☐ Cleaning & Deo ☐ Leashes collars ☐ Crates, pens & 0 ☐ Tech & smart ho ☐ Toys ☐ Others:	& Harnesses Gates ome		
<ul><li>☐ Hospital</li><li>☐ Vaccinations</li><li>☐ Healthcare</li><li>☐ Others:</li></ul>	<ul><li>☐ Medicine</li><li>☐ Diagnostics &amp; Surgical Equipment</li><li>☐ Vitamins &amp; Supplements</li></ul>			
Reptile & Small Animal &  Reptile Products  Aquarium Products	r Aquarium Products ☐ Small Animal Pi☐ Others:			
Live Pets  ☐ Birds ☐ Tortoise / Turtle	<ul><li>☐ Ornamental Fish</li><li>☐ Small Animals</li></ul>	☐ Reptiles ☐ Others:		
Other  Retailer Software Website Others:	<ul><li>□ Online Retailer</li><li>□ Photography</li><li>□ Club</li></ul>	☐ APP☐ Publications☐ Association		

## **PET FAIR ASIA 2024**

21-25 August, 2024 Shanghai New International Expo Centre

## ■ Participation Fees

All participation fees are inclusive of 6% VAT (Value Added Tax)

**Booth No:** 

Booth Location		apa Price (RMB)	Non-apa Price (RMB)	Size / m² (Qty)	Sub-Total (RMB)
Raw Space (Min 12m²)	A Area	1,600	1,700		
	B Area	1,400	1,500		
	C / D Area	1,200	1,300		
	Pet Food Supply Chain Area (2024.8.21-23)	700	800		
	Standard She Construct		150 / m <sup>2</sup>		
Other Products	Corner	Fee	2,500 / Corner		
	Two Levels Disp (50% of 1st Level F				
Advertis		ng Fee			
			Total:		

#### Terms of Payment:

The initial payment equal to 50% of the total participation fee should be paid within 7 days from the invoice receipt. The balance fees should be paid before 30 June, 2024.

#### Please remit to:

Bank name: ICBC SHANGHAI JINGAN TEMPLE BRANCH

Account Name: Pet Fair Asia Ltd Account: 1001 2553 0930 0087 485 Cnaps Code: 1022 9002 5532

BANK ADDRESS: NO.315 YUYUAN ROAD, SHANGHAI, CHINA

## **■** Confirmed By Exhibitor

- \* This application form and the attached Terms of Participation form a contract between the Organizer (VNU Exhibitions Asia Ltd.) and the client / exhibitor.
- \* The Organizer has explained the meaning of the content in the contract as requested by the client / exhibitor.
- \* The client / exhibitor confirms that they have carefully read the entire contents of the contract (especially the contents marked "Please Read This Clause Carefully") and have voluntarily signed the Contract after understanding the (legal) consequences of such contents.
- \* Both parties agree that this contract shall take effect by exchanging the scanned copies of their respective signatures.

Company Seal:	Date:	

### **■** Confirmed By Organizer

Company Seal:	Date:

## **PET FAIR ASIA 2024**

21-25 August, 2024

Shanghai New International Expo Centre



## **Exhibition Participation Agreement**

In order to ensure a high level business atmosphere at the exhibition and effectively protect the intellectual property of enterprises and products, exhibitors at **PET FAIR ASIA 2024** must respect the following regulations:

#### 1. Booth Application

- (1). Each booth can be used only by the exhibiting companies that have signed the application form and terms of participation;
- (2). Reselling the booth to a third party company without organizer's permission and display products unrelated to the exhibitor's own brand on the booth is strictly prohibited. Should the exhibitor not follow the regulations, the organizer will take all necessaryactions, including but not limited to closing the booth on-site, disqualifying participation of future editions, canceling the preferential treatments obtained, etc.

#### 2. Decoration

- (1). All exhibitors only can display their own products within the limits of their booths. Occupying public areas and aisles is prohibited.
- (2). Should any exhibit be found outside the limits of an exhibitor's booth, the exhibitor will be required to move exhibits back into the booth. In most serious case, the organizer will take action to enforce regulations, including but not limited confiscating exhibits on-site, cutting down power supply, etc.
- (3). Raw Space booths cannot be built as closed space. They must be designed with 50% minimum of open facade.
- (4). Standard Booth exhibitors are prohibited to install additional construction elements in the booth by themselves, such as customized fascia board, additional lights, flat shelf and other exhibition appliance. Any modification or upgrade must be ordered through the official contractor.

#### 3. Sound Volume

- (1). All in-booth special activities should be approved by organizer before 30 July, 2024.
- (2). Audio equipment is prohibited during trade days (August 21-23 all day, before 12:00 p.m.).
- (3). On-site booth sound volume must be controlled under 80 dB during public days (August 23 after 12:00 p.m. August 24-25 all day).

### 4. Intellectual Property

- (1). Follow laws, rules and regulations about intellectual property rights and relevant international treaties/ conventions applicable in China.
- (2). Do not display exhibits that infringe the intellectual property rights of others and under administrative or judicial procedures.
- (3). Should exhibits on the show floor infringe intellectual property rights, the relevant exhibitors may be fined based on the relevant regulation and laws of organizer or the intellectual property administration and judicial authority (including but not limited moving out the infringing exhibits, destroying or replacing the POSM about infringing exhibits, etc.);
- (4). Cooperate actively with the intellectual property administration and judicial authority in the process of exhibition evidence collection, forensics, inquiries, etc., and cooperate with the organizers in other intellectual property-related matters.
- (5). Bear all losses caused to the organizer due to infringement of the intellectual property rights of others.

☐ I have carefully read the "Exhibition Participation Agreement", I certify accept the above terms.	that I can act on behalf of the exhibiting company and have agreed to
	Signature:
	Date:
	Company Stamp:

Note: Please sign, stamp and return it to the organizer along with the application form.

Should this registration be invalid due to incomplete information, exhibitor will bear all responsibilities.

## **Terms of Participation**

#### 1. Definition

- 1.1 "Exhibition" refers to the Pet Fair Asia 2024 to be held at Shanghai New International Expo Centre (No.2345 Longyang Road) from 21 August, 2024 to 25 August, 2024.
- 1.2 "Organizer" refers to Pet Fair Asia Ltd.

Pet Fair Asia Ltd. will exercise all the rights and perform all the obligations of other organizers under the Terms of Participation on behalf of other organizers.

- 1.3 "Exhibitor" refers to individuals, enterprises or other organizations that are assigned with certain space by the organizer and display their products or services in this Exhibition.
- 1.4 "Co-exhibitor" refers to individuals, enterprises or other organizations other than the aforesaid exhibitors that display their products or services at specific booths approved by the Organizer in advance.
- 1.5 The Organizer or the Exhibitor may be referred to individually as the "Party", and collectively as the "Parties" in this Terms of Participation.

#### 2. Application of Participation & Acceptance (Please Read This Clause Carefully)

- 2.1 All the participation application shall be made through the submission of application form.
- 2.2 The Exhibitor shall send a scanned copy of the application form to the Organizer after execution of the application form. After the confirmation of the application form by the Organizer, the Exhibitor shall pay the deposit (equaling to 50% of the total amount of the Contract) to the Organizer within seven (7) days upon receiving the payment notice from the Organizer. The Organizer shall not be obligated to start perform the Contract until the deposit from the Exhibitor is received.
- 2.3 All the exhibits of the Exhibitor shall fall into one of the exhibits catalog of the Exhibition. Otherwise, such exhibits shall not be displayed in the Exhibition.
- 2.4 The submission of application form by the Exhibitor shall be deemed as having made the participation request and fully accepting the provisions of the Terms of Participation.
- 2.5 The Exhibitor shall be the manufacturer or distributor of its exhibits, and shall provide the Organizer with authentic documents of certification relating thereto.
- 2.6 Without the prior written consent of the Organizer, the Exhibitor shall not move, exchange or share its stand with any third party, or transfer part or all of its stand to third party (other than the Co-exhibitor approved by the Organizer or the company for which the Exhibitor acts as an agent). Except for the specific space of stand the Organizer assigns to the Exhibitor leased by Exhibitors under the Terms of Participation, the Exhibitor shall not take up any other space (including passageway and other stand not used) within in the exhibition hall. The Exhibitor shall only distribute printed materials or make advertisement promotion within the scope of its stand.

#### 3. Co-exhibitors

- 3.1 In principal, each booth of the Exhibition shall only be used by one Exhibitor who has signed the Terms of Participation.
- 3.2 If any individual or unit other than the Exhibitor displays its product in the Exhibitor's booth, it shall make special application with the Organizer and obtain the written approval of the Organizer. The approval of Co-exhibitors shall be based on the standards as provided in Article 2. Co-exhibitors shall sign related written commitment to ensure that they will abide by the provisions of the Terms of Participation.
- 3.3 The Exhibitor shall be liable for the debts and faults of its Co-exhibitors and other companies it represents as if it undertakes its own responsibilities. The Exhibitor shall also provide the lease of the booth and related service for such Co-exhibitors and companies.

#### 4. Payment (Please Read This Clause Carefully)

- 4.1 Initial payment of the Participation Fee: the Exhibitor shall pay 50% of the Total Participation Fee within seven (7) days of receipt of the official invoice sent by the Organizer after the location and size of the booth are confirmed. The Organizer will not provide invoices separately for the advance payment.
- 4.2 Residual payment of the Participation Fee: the Exhibitor shall pay the remaining 50% of the Total Participation Fee before 30 June, 2024. If the Exhibitor submits the signed application form to the Organizer after 30 June, 2024 and before 31 July, 2024. The Total Participation Fee shall be paid in one-off installment by the Exhibitor.
- 4.3 The applicant or Exhibitor will receive the confirmation notice of the list of other expenses (for example, technology services, promotion materials) from the Organizer, and shall make the foregoing payment within three (3) days after receiving the notice.
- $4.4 \quad \text{The Exhibitor may participate into the Exhibition and use the booth only after it has made full payment of the Total Participation Fee and other expenses.}$
- 4.5 In the event that the Exhibitor delays to pay any fees hereunder, and fails to pay in full after receiving demand, then
- 4.5.1 The Organizer shall have the right to terminate the Terms of Participation, and confiscate the deposit paid by the Exhibitor, and request the Exhibitor to bear the liability in accordance with the Article 5 hereof;
  - 4.5.2 The Organizer shall reserve the right to recover all the fees payable from the Exhibitor.
- 4.6 In the event that the Exhibitor fails to make the payments in accordance with the foregoing clauses, the Organizer may refuse or suspend the performance of its obligations hereunder, unilaterally cancel the booths reserved for the Exhibitor, and deduct all payments made by the Exhibitor as the liquidated damages. The Contract will be valid and binding after the Exhibitor executes Contract even if the Exhibitor has not made any payment or received corresponding invoices.

#### 5. Termination of Contract (Please Read This Clause Carefully)

- 5.1 Due to the huge amount of time, manpower and money spent by the Organizers in solicitating exhibitors, promoting the Exhibition and renting exhibition hall, in the event that the Exhibitor expresses its intention of terminating the Contract, no matter whether it has the right to terminate the Contract, the Organizer shall have the right to take the following actions:
- 5.1.1 Request the Exhibitor to bear the liability in accordance with the provisions of Article 5.4 and Article 5.5, unless otherwise provide under Article 6.2;
  - 5.1.2 Notify the Exhibitor in writing regarding the termination under these Terms of Participation;
- 5.1.3 Re-rent or use for Organizer purposes the space of the booth originally confirmed by the Exhibitor
- 5.2 The Organizer may reserve the right to make claims towards the Exhibitor in respect of its losses.
- 5.3 The Organizer shall have the right to terminate the Contract in writing in any of the following circumstances:
- 5.3.1 Where the Exhibitor fails to make payment of the Total Participation Fee or other fees on time, and fails to pay in full after receiving demand from the Organizer;
- 5.3.2 The Exhibitor violates any clause hereunder, and fails to remedy within the time limit provided by the Organizer.
- 5.4 For the above reasons provided in this clause, in the event that Participation is terminated by the Exhibitor when there are more than three (3) months prior to the start of the Exhibition, the Exhibitor shall pay 50% of the Total Participation Fee to the Organizer as liquidated damages.
- 5.5 For the above reasons provided in this clause, in the event that Participation is terminated by the Exhibitor within three (3) months prior to the start of the Exhibition, the Exhibitor shall pay in full the Total Participation Fee to the Organizer as liquidated damages.

## 6. Exemption Clause, Force Majeure and Rights Reserved by the Organizer (Please Read This Clause Carefully)

- 6.1 Where all or part of these Terms of Participation is unable to perform under force majeure events (i.e. unforeseeable, unavoidable and insurmountable elements, including but not limited to fires, floods or other natural disasters, epidemics, avian influenza, wars, riots, acts of public enemy, terrorism, public behavior, government policies or changes in law, the exhibition hall or the place of Exhibition having electricity interruption, or being unable to use normally for reasons not attributable to the Organizer etc.), during their sustaining period, both Parties shall not bear the indemnification liability arising therefrom (except as provided in Article 6.2). The Party incurred damages shall immediately notify the other Party of such event and shall take all appropriate and legitimate measures to minimize the damages caused by such events.
- 6.2 In the event that the Exhibition fails to be held at the date and venue specified under these Terms of Participation due to a Force Majeure event, the Organizer has the right to change the date and venue of the Exhibition unilaterally, in which case it shall notify the Exhibitor at least 60 days prior to the start of the changed Exhibition dates. When a written notice regarding any change of the date and place of the Exhibition is sent to the Exhibitor due to a Force Majeure event, it shall be deemed that these Terms of Participation have been changed. If the Exhibitor refuses to attend the Exhibition on the amended date or venue and demands the cancellation of its contract with the Organizer, the Exhibition shall pay at least 30% of the Total Exhibition Fee to the Organizer in the form of a preliminary preparation covering the Exhibition and incurred losses.
- 6.3 Where the Exhibition fails to be held or is interrupted or has any changes due to the aforesaid force majeure elements, or any life risk or property risk arises from such elements, the Organizer shall not be held liable for losses, damages or injuries of any nature regardless of how such losses, damages, or injuries occur or who is involved in, except for:
- 6.3.1 Physical damages incurred by the exhibits due to the willful or gross negligence of the Organizer;
- 6.3.2 The steal of the exhibits or other damages incur due to the willful or gross negligence of the Organizer.
- 6.4 Where any third party incurs such losses, damages or injuries due to the failure of participation, negligence, act or failure of performance of the obligations, or the employees, servants, agents, contractors or invited persons of the Exhibitor, the Exhibitor shall ensure that the Organizer is exempted from liabilities.
- 6.5 In any event, the Organizer shall not be liable for damages, theft and losses of the property, items and exhibits caused by the Exhibitor or its related staffs. The Exhibitor shall be fully liable for the losses incurred by the Organizer or its employees, agencies and management personnel.

#### 7. Control of Acoustic Noise

7.1 The volume of the sound broadcasted or produced by the Exhibitor within the exhibition hall shall not exceed 70 decibel (below 90 decibel within the machine display area) to ensure the Exhibition will be conducted in a professional and undisturbed atmosphere. In case that the Exhibitor refuses to comply with the stipulation of this clause, the Organizer shall reserve the right to take corresponding measures.

### 8. Booth Set-up and Design

- 8.1 In case that the Exhibitor who designs and sets up the booth by itself has additional service needs in respect of the design and set-up of the booth, it may contact third parties other than contractors designated by the general meeting to require them to provide services such as booth furniture, decoration, maintenance and infrastructure. The Exhibitor shall fill in and submit to the Organizer all the required forms related to the booth set-up.
- 8.2 The Exhibitor shall comply with the applicable laws of the People's Republic of China and related management rules of the exhibition hall throughout its set-up of booth by itself, employees or its contractor, and shall ensure all the set-up works and machine works during the set-up process are in compliance with the foregoing stipulation. During the course of setting up the booth, the Exhibitor shall not use water, electricity and gas without permission. Meanwhile, the booth set up by the Exhibitor shall not affect the display effects of other Exhibitors around. In the event that other exhibitors around make reasonable requests, the Exhibitor shall have the obligation to make adjustment or changes to its set-up of booth.

Meanwhile, the Exhibitor shall do a good clean-up work for its booth and keep its booth tidy. In addition, the Exhibitor shall report to the Organizer in writing when it cannot set up the booth under such condition. All the exhibitors/builders of raw space booths shall pay a set-up management fee to the builder of the main venue.

8.3 The design and construction of the booth shall conform to the stipulation of the Exhibitor Manual guideline prepared by the Organizer. The set-up of the booth shall not do damage to any part of the exhibition hall; in case of similar destruction, the Exhibition shall be responsible for the compensation to the Exhibition and related third party.

#### 9. Exhibits Transportation

- 9.1 The Exhibitor shall be responsible for the cost of transporting its exhibits to the exhibition hall.
- 9.2 The Exhibitor shall submit the list of the name and quantity of the exhibits to the Organizer or to the transportation service supplier it designates at least ten (10) days before the opening of the Exhibition.
- 9.3 Before the Exhibition ends, the Exhibitor shall not remove any of its exhibits outside the exhibition hall.
- 9.4 For damages of any part of the exhibition hall caused by the transportation or removal of the exhibits, the Exhibitor shall be responsible for the compensation to the exhibition hall and related third parties.
- 9.5 The transportation and removal of the exhibits within the exhibition hall shall be carried out by the service supplier designated by the Organizer.

#### 10. Move-in, Personnel Allocation and Move-out

- 10.1 The Exhibitor shall comply with the time for move-in and move-out designated by the Organizer. The exhibition space that is not used on the last day of the stipulated set-up time shall be deemed as a space of which the Exhibitor waives the right of use and may be disposed of by the Organizer at its discretion.
- 10.2 The Exhibitor who obtains the permission to participate the Exhibition has the obligation of participation. During the stipulated opening time, the Exhibitor shall ensure appropriate staffs are allocated to the stand. The exhibitor shall not have the right to remove the exhibits or dismantle the stand before the end of the Exhibition. Where the exhibitor breaches such stipulation, the Organizer shall have the right to require a compensation of RMB 5.000.
- 10.3 After the exhibition ends, the Exhibitor shall clean its booth properly, and shall remove the materials used to set up the booth or for the display within the deadline set by the Organizer, restore the booth to its original condition and return it to the Organizer.

#### 11. Management Fee and Overtime Fee

- 11.1 As for the construction of the stand within the exhibition hall which the Exhibition planned to be held at, such exhibition hall may charge a certain amount of management fee. Such fee shall be paid by the constructor of the stand.
- 11.2 In case that the Exhibitor desires to use the stand out of normal working time, it shall notify the exhibition hall or the organizer in advance, and shall pay the overtime fee at its own cost.
- 11.3 The standard of charging management fee and overtime fee shall refer to the tariff schedule of the exhibition hall which the Exhibition planned to be held at.

### 12. Safety Responsibility of the Exhibitor, Organizer and Exhibition Hall

- 12.1 Where any consequence arises from the conduct or negligence of the Exhibitor or its Co-exhibitors, representatives, staffs, agencies, contractors or the audience participating into the Exhibition, the Exhibitor shall ensure that the Organizer and its person-in-charge, authorized representatives, management personnel, employees, agents and other agents will not incur any loss therefrom. In case that the aforesaid personnel bear any expenses, responsibilities, losses or are sued or claimed against, the Exhibitor shall bear the full liability.
- 12.2 In order to ensure that the Exhibition goes smoothly and safely, all exhibitors and builders shall purchase the third party liability insurance, and related insurance for staffs at the Exhibition and the exhibits. Where the Organizer makes requests, the Exhibitor shall provide the Organizer certification of being fully insured. In any event, the Organizer shall not be held liable for any loss (including the profit loss incurred by the Exhibitor) caused by elements out of its control, even if such elements have caused the failure of construction, set-up, completion, renovation or withdrawal at the exhibition venue; full or partial cancellation or change of the Exhibition; or full or partial changes to the Terms of Participation.
- 12.3 The Exhibitor and its builders shall operate strictly in conformity to the operation and use stipulation of the exhibition hall, and consciously obey the check and supervision of the decoration process by relevant staffs and strictly comply with the safety and fireproofing management system during the construction period. In case of breach resulting in damages to the Exhibition or any third party, the Exhibitor shall bear the full liability.
- 12.4 During the term hereof, the Exhibitor shall be fully liable for the safety of its exhibits, stand, furniture and equipment.

The Organizer and its person-in-charge, authorized representatives, management personnel, employees, agents and other agents shall not bear any liability for personal or property losses arising therefrom.

12.5 As for third party service units recommended or designated by the Organizer for the Exhibitor, the Exhibitor may execute relevant service contract with such service units at its discretion. Where the Exhibitor's participation is affected for reasons of such service units, the Exhibitor may settle the dispute in accordance with the provision of the service contract, provided, however, that any economic dispute or liability between the Exhibitor and such service units does not involve the Organizer.

### 13. Damage to the Exhibition Hall

- 13.1 The Exhibitor shall perform due diligence at its best effort for the exhibition hall or all the decoration, equipment or other property within the exhibition hall, and shall ensure that no damage will be made to such property.
- 13.2 Where the Exhibition or its property incurs any damage due to the act or negligence of the Exhibitor or its Co-exhibitors, representatives, staffs, agencies, contractors and other individuals using the exhibition hall for the exhibitor's reason, the Exhibitor shall be responsible for the restoration and make compensation.
- 13.3 Upon the request of the Organizer, the Exhibitor shall arrange insurance for the relevant property within the exhibition hall, and submit the related insurance policy to the Organizer or the checking service supplier of the insurance documents designated by the Organizer.

#### 14. Photography, Movie, Video and Sketch

- 14.1 Only individuals who obtain the authorization and valid badge of the Organizer may take photos, make sketches or videos. In any event, making photos or images or videos of other nature in accordance with the exhibits in the stand is prohibited. In case of breach of this clause, the Organizer may request them to turn in all the materials recorded and may further take legal measures to trace accountability.
- 14.2 Where photographing the booth out of the normal opening time is needed with special lighting being used, prior consent of the Organizer shall be obtained and the major surrounding circuit shall be opened by the electrician of the exhibition hall. The Exhibitor shall bear the cost.
- 14.3 The Organizer shall have the right to make photos, pictures, movies and videos in accordance with the exhibits on the Exhibition, and shall have the right to use them in advertisement promotion or general media publication. The copyright of such works shall be the property of the Organizer.

#### 15. Intellectual Property

- 15.1 In case that intellectual property dispute occurs during the Exhibition, the Organizer shall notify relevant department and handle it in strict compliance with the provisions of the applicable regulations of the State.
- 15.2 The Exhibitor shall respect the intellectual property of other exhibitors or enterprises within the industry. In case that court judgments or decisions of the administrative department of intellectual property evidence that one exhibitor's exhibits, printed documents, promotional materials or other items have infringed the intellectual property of another exhibitor, the Organizer shall have right to remove such exhibits, printed documents, promotional materials giving rise to infringement out of the Exhibition, and shall have the right to confiscate such objects until the Exhibition ends, close the stand of the infringing exhibitor, and/or expel such exhibitor and its staffs out of the exhibition venue although it has no obligation to do so. The Organizer shall also have the right to exclude the infringing exhibitor from participating exhibitions in the future. In case such measures are proved to be unfair, the Exhibitor shall not make compensation request towards the Organizer.
- 15.3 Once signing the Terms of Participation, the Exhibitor shall be deemed as having committed that all its exhibits and the packages thereof do not infringe the intellectual property of others. Once any commodity or service displayed or provided by the Exhibitor, or its conduct such as promotion is proved to constitute infringement of the intellectual property of any third party, the Exhibitor commits to remove related items from its booth immediately.
- 15.4 The Organizer shall not have to prove the adequacy of decisions and conducts it makes towards the Exhibitor. The Exhibitor agrees to respect any decision or conduct of the Organizer. The Exhibitor shall not have the right to request the Organizer to make any compensation, unless the Exhibitor can prove the gross negligence or willfulness of the Organizer.

#### 16. Handling the Breaches during the Exhibition Period

- 16.1 Where the Exhibitor or its Co-exhibitors, representatives, staffs, agencies, contractors breach the provisions herein during the move-in, display and move-out of the Exhibition, the Organizer shall have the right to restrict the entry of the Exhibitor or its relevant staffs, remove the breaching exhibits, or even closing the breaching booth, and shall have the right to permanently cancel the Exhibition qualification of the breaching enterprise. All the losses shall be borne by the Exhibitor.
- 16.2 Where the Exhibitor violates the P.R.C. laws, the Organizer shall reserve the right to engage the liability of the Exhibitor.

#### 17. Dispute Settlement (Please Read This Clause Carefully)

- 17.1 The Terms of Participation and conditions shall be construed and governed by the laws of the People's Republic of China.
- 17.2 The Exhibitor shall comply with the applicable or future laws and regulations relating to the Terms of Participation and the performance of conditions, made and published by the Organizer or in connection with contracts of holding the Exhibition, and rules made by the local government or the head of the exhibition hall.
- 17.3 Where any dispute arises from the Terms of Participation or related thereto, it shall be submitted to the Shanghai Arbitration Commission for arbitration in accordance with its arbitration rules. The arbitration award is final and binding on the two Parties.

#### 18. Entire Contract

- 18.1 This Exhibitor Application Form and the Terms of Participation and other applicable laws and the rules of the exhibition hall constitute the entire contract between the Exhibitor and the Organizer.
- 18.2 Except for amendments or changes (as specified in Article 6.2) which may be made unilaterally upon written notice by relevant party as agreed in this Terms of Participation, other amendments, changes or waivers on the application form and Terms of Participation shall be confirmed in writing (including email) by the both parties. In case of any conflict, this contract shall prevail over other related rules and implementation of the Exhibition.

### 19. Severability

- 19.1 In the event that the provision of the Terms of Participation or technology guideline is legally invalid or incomplete, the validity of other provisions or related contract shall not be affected. Under such circumstance, the parties hereto shall have the obligation to change the invalid provisions and/or supplement relevant provisions to achieve the economic purpose both Parties pursue to the largest extent.
- 19.2 In case of any discrepancy between the Chinese version and English version of the Terms of Participation, the English version shall prevail.