



## 2010 Money Fair International Exposition Exhibitor Terms & Conditions

### 1. Submission of Registration Form Constitutes

**Acceptance of Terms and Conditions.** The company or individual (hereinafter collectively "Exhibitor", such term to include any and all persons associated or affiliated with Exhibitor, including but not limited to Exhibitor's owners, employees, agents, representatives, contractors, officers and guests) submitting a registration/order form ("Registration Form") for the 2010 Money Fair International Exposition and related activities scheduled to occur in Shanghai, China from November 19th through November 21st, 2010, (collectively "Event") agrees that submission of a Registration Form, whether by electronic, oral or any other means constitutes Exhibitor's acceptance of the terms and conditions set forth in this document ("Agreement").

**2. Parties.** Exhibitor understands and agrees that this agreement is made between Exhibitor and Shanghai Money Weekly Media Co., Ltd. ("Organizer") and ImmixRed LLC.

**3. ImmixRed Responsibilities.** Exhibitor understands and agrees that ImmixRed LLC has no contractual or other duties to Exhibitor except as expressly set forth herein. **Exhibitor understands and agrees that ImmixRed LLC's sole obligation to Exhibitor is to convey Exhibitor's Registration Form and payment to Organizer, and to arrange for execution of this Agreement on behalf of Organizer.**

**4. Provision of Exhibit Space.** Subject to the terms and conditions contained herein, and subject to availability and to Organizer's written confirmation of its acceptance of the Registration Form, Organizer agrees to provide Exhibitor with exhibit space and other services at the Event as set forth in the Registration Form and paid for by Exhibitor ("Exhibit Space"). The amount and type of Exhibit Space and the price of said Exhibit Space shall be as indicated in the Registration Form.

a. Exhibitor agrees to provide Organizer with all information and materials requested by Organizer in order to enable Organizer to effectively provide such Exhibit Space.

b. Exhibitor agrees to provide accurate and complete contact information for all Exhibitor representatives, employees, agents or other designated parties attending the Event, such contact information to include contact information for such parties in Shanghai during the term of the Event.

c. Exhibitor agrees that all materials and information submitted to Organizer pursuant to Sections 4.a and 4.b of this Agreement are subject to Organizer's acceptance and approval. Exhibitor further agrees that Organizer may, at its sole discretion, reject any such materials or information for any reason whatsoever.

d. Should Exhibitor fail to provide any or all materials or information requested by Organizer pursuant to Sections 4.a and 4.b of this Agreement in timely fashion, or should Organizer reject any or all such materials pursuant to Section 4.c, Exhibitor agrees that such failure or rejection shall be deemed a Cancellation by Exhibitor and will be governed by the terms set forth in Section 6, below.

e. Exhibitor agrees that Organizer may, at its sole discretion, limit the number of Exhibitor personnel attending any participating in any part of the Event and/or Event-related activities.

f. Exhibitor understands and agrees that Organizer shall have no duties and obligations except as provided herein. Exhibitor agrees that it is solely responsible for its travel arrangements, immigration and customs requirements, lodging and transportation, and provision and shipping all materials relating to its purchase of Exhibit Space.

**5. Terms of Payment.** Exhibitor agrees to make payment in full for the Exhibit Space upon submission of the Registration Form.

**6. Cancellation by Exhibitor.** Should Exhibitor elect to cancel its purchase of the Exhibit Space, Exhibitor understands and agrees that all payments made prior to such cancellation are non-refundable.

**7. Cancellation by Organizer.** Organizer may cancel in whole or in part Exhibitor's right to occupy and use the Exhibit Space for failure to make payment when due or failure to comply with Organizer's regulations or for any other activity that Organizer, in its sole discretion, deems disruptive to or inappropriate for the Event. Organizer will notify Exhibitor in writing of any cancellation. Exhibitor agrees that any such cancellation will be subject to the same terms and conditions as cancellations by the Exhibitor (as set forth in Section 6), including forfeiture of all payments made by Exhibitor.

**8. No Guarantee of Audience Numbers, Demographic Profile or Outcome.** Organizer and ImmixRed LLC make no representations, guarantees or warranties with respect to: the quantity or characteristics of exhibitors or attendees at the Event; or to the quantity or quality of sales or sales leads or other benefits that Exhibitor may or may not receive as a result of its purchase of Exhibit Space.

**9. Regulations & Laws.** Exhibitor agrees that all current and subsequent Organizer conditions and regulations and regulations of the Shanghai Exhibition Center and any other facilities used for the Event or Event-related activities are made a part hereof as though fully incorporated herein. Exhibitor assumes full responsibility for its compliance with all applicable laws and regulations.

**10. Force Majeure or Change in Circumstances.** It is further agreed that in the event that the Shanghai Exhibition Center or any other premises associated with the Event shall be destroyed or damaged by fire, flood, dangerous weather, earthquake or the elements or any other cause, or in case of governmental action or regulation, military activity, strikes or demonstration, acts of terrorism, or any other circumstances that make it impossible or inadvisable for Organizer, as determined by Organizer at its sole discretion, to hold the Event or any portion thereof at the time and place herein provided then Organizer may either (a) modify the dates or location of the Event or (b) terminate this Agreement.

a. In the event Organizer elects to modify the dates or location of the Event, Exhibitor shall have the option to:

(i) Participate in the modified Event at the price set forth in the Registration Form and under the terms and conditions set forth herein, in which case Exhibitor waives any and all claims hereunder or related hereto; or

(ii) Terminate the Agreement, in which case Exhibitor shall and does hereby waive any claim for property or any costs or damages whatsoever (including travel expenses) except the *pro rata* return on the amount paid by Exhibitor for the Exhibit Space, after deduction of actual expenses incurred by Organizer and ImmixRed LLC in conjunction with the Event and there shall be no further liability on the part of any party.

b. In the event that Organizer elects to terminate this Agreement, Exhibitor shall and does hereby waive any claim for property or any costs or damages whatsoever (including travel expenses) except the *pro rata* return on the amount paid by Exhibitor for the Exhibit Space, after deduction of actual expenses incurred by Organizer and ImmixRed LLC in conjunction with the Event and there shall be no further liability on the part of any party.

**11. Choice of Law & Binding Arbitration.** This Agreement and all rights and obligations of the parties relating hereto shall be governed by and construed in accordance with the laws of the People's Republic of China. Any controversy or claim arising out of or relating to this Agreement or breach thereof shall be resolved by arbitration held in Shanghai, China in accordance with the rules of the Shanghai Arbitration Commission in effect at the time the arbitration is initiated.

**12. Exhibit Space Location.** Organizer shall have sole and absolute discretion to determine the location of Exhibit Space assigned to Exhibitor.



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**13. Hold Harmless & Indemnification.** Exhibitor agrees to indemnify and hold harmless the Organizer, and ImmixRed LLC and their contractors, officers, owners, directors, agents, representatives and employees against all claims, losses, suits, damages, judgments, expenses, costs and charges of any kind, including attorneys' fees and fees incurred as a result of establishing Organizer's and ImmixRed LLC's right to indemnification hereunder, resulting from or related to this Agreement or the Event including without limitation any or all of the following: (a) Exhibitor's travel to and from the Event; (b) Exhibitor's attendance at or participation at the Event; (c) Personal injuries, death, property damages or loss or any other damages sustained by any person, including any consequential, punitive, special, and indirect damages, all of which Exhibitor agrees are excluded hereunder, and all of which are hereby disclaimed by the parties.

Exhibitor understands and agrees that this provision and all other provisions set forth herein apply to any and all persons associated or affiliated with Exhibitor, including but not limited to Exhibitor's owners, employees, agents, representatives, contractors, officers and guests.

**14. Insurance.** Exhibitor understands and agrees that Exhibitor is solely responsible for acquiring insurance coverage for all activities, incidents, transactions or risks related to this Agreement or the Event including without limitation insurance coverage for Exhibitor's travel, property and personal well-being. Exhibitor understands and agrees that neither Organizer nor ImmixRed LLC will provide insurance coverage of any sort for Exhibitor, Exhibitor's property or any of Exhibitor's associated or affiliated parties.

**15. Booth Construction and Insurance.** Any Exhibitor seeking to design, install or construct its own booth or display agrees to comply with all local rules and regulations and all terms and conditions of the Shanghai Exhibition Center and further agrees to bear all costs and liability associated with such activities.

In addition, any Exhibitor seeking to install or construct its own booth or display must maintain adequate insurance to cover such activities. Exhibitor agrees to provide Organizer with a certificate of insurance upon request.

**16. Third-Party Providers.** Exhibitor agrees that Organizers and ImmixRed LLC are not responsible for the action or inaction of any third-party service provider, including without limitation the Shanghai Exhibition Center.

**17. Responsibility for Property.** In no case will Organizer or ImmixRed LLC be responsible for theft, loss or damage to Exhibitor's product, property or booth. Exhibitor agrees that it is wholly responsible for protecting its property on and off the Event

premises. Exhibitor is encouraged to secure its exhibits, products and other property and should insure all such items at its own expense.

**18. Severability.** If any portion of this Agreement is changed or determined to be unenforceable, all other terms and conditions remain in full force and effect.

**19. No Oral Modification.** This Agreement may not be modified except by writing signed by an authorized representative of Organizer.

**20. Reservation of Rights.** Organizer reserves the right to take any action that is reasonably necessary, as determined by Organizer's sole discretion, for the protection of the Event and Event participants, including but not limited to Exhibitor.

**21. No Waiver.** No waiver or failure to assert a right by either party of any default or breach by the other party of any provision of this Agreement will operate as or be deemed a waiver of any subsequent default or breach

**22. Relationship of the Parties.** Nothing herein is intended or shall be deemed to constitute, create, give effect to or otherwise recognize a partnership, joint venture, or formal business entity of any kind or create a fiduciary, agency or similar relationship between the parties, and the rights and obligations of the parties shall be limited to those expressly set forth in this Agreement.

**23. Entire Understanding.** This Agreement constitutes the entire understanding between the parties. It cancels and supersedes all prior agreements and understandings.