

General Terms and Conditions for participation in SinoJobs Career Days

Organizer: SinoJobs GmbH
Münchener Str. 36 – 60329 Frankfurt - Germany

1. SinoJobs Career Days – Eligibility to Participate

- 1.1. SinoJobs Career Days is a career and recruiting fair with focus on China. It is aimed towards students, graduates, professionals, and managers who focus on China.
- 1.2. SinoJobs GmbH (hereinafter referred to as the organizer) is the exhibition organizer.
- 1.3. There is no legal right to participate in the exhibition; and no legal entitlement to participate shall be conferred based on previous participation in SinoJobs Career Days.

2. Registration – Signing of Contract – Formal Requirements

- 2.1. Exhibitors must register using the form entitled "Sign-Up for Attendance." This form is a legally binding offer to the organizer. The contract is concluded upon acceptance of the offer by the organizer. The organizer's technical and safety guidelines are additional components of the exhibition contract. These guidelines shall be mailed to the exhibitor along with confirmation of participation.
- 2.2. All declarations (offer, acceptance, request for withdrawal, confirmation etc.) shall become effective upon mailing or delivery of the signed original declaration, or a copy thereof, by fax or as an e-mail attachment (i.e. as a PDF).

3. Cancellation of Contract by the Exhibitor

Upon conclusion of the exhibition contract, cancellation of the exhibition contract by the exhibitor – except for statutory provisions and other contractual provisions – shall only be possible as follows:

- 3.1. Upon receipt of the request for cancellation, the organizer shall determine whether the entire space of the stipulated exhibition booth can be re-assigned for the entire stipulated length of the exhibition within 14 days after receipt of the request for cancellation. The organizer shall provide notice to the exhibitor of the results of their determination promptly upon reassignment of the exhibition booth space, at the latest after the expiration of the 14 days. If the exhibition booth space can be filled by

another party, then the exhibition contract shall end upon delivery of said notice from the organizer.

- 3.2. Furthermore, request for cancellation of the exhibition contract shall also be granted if the exhibitor names a third party in its request for cancellation who fulfills the criteria for participation in this exhibition and who also agrees to fully replace the exhibitor in the exhibition agreement. The organizer shall not refuse the third party entering into the agreement in bad faith.
- 3.3. In case of cancellation in accordance with 3.1 or 3.2, the exhibitor shall be liable to the organizer for a processing fee in the amount of 10% of the originally agreed-upon participation fee, unless the exhibitor proves that the expenses incurred by the organizer were lower than this amount. In that case, only these expenses shall be compensated.
- 3.4. The provisions of § 537 BGB (German Civil Code) remain unaffected.

4. Relocation or Cancellation of the Exhibition by the Organizer

- 4.1. If it is impossible to hold the exhibition in the place or at the time agreed due to a force majeure or through no fault of the organizer, then the organizer is entitled to postpone or relocate the exhibition insofar as the organizer informs the exhibitors and registered guests promptly about the issue and inform them within 14 days of their awareness of the issue of the new time and/or new location of the exhibition. This shall take place at the latest 14 days before the original exhibition date.
- 4.2. In the case of postponement by more than five days (including Saturdays, Sundays, and holidays) or a relocation of the exhibition location to another city, the exhibitors are entitled to withdraw from the exhibition within a week of receipt of notification of the relocation or postponement. This withdrawal shall be made through a declaration to the organizer. The organizer shall promptly refund any paid participation fees.
- 4.3. In the event of circumstances outlined in 4.1 and 4.2, neither the organizer nor the exhibitors shall be liable to receive damages from the other party.
- 4.4. The organizer's and exhibitor's legal rights to end the contract without sanction and without liability for damages or to refuse to fulfill the contract remain unaffected.

5. Placement of Exhibition Booths – Subleasing

- 5.1. The organizer is free with regards to placement of rented booth space in accordance with the following principles: visitor flow, ease of orientation, requests by the exhibitor, structural and technical considerations, as well as rational and economic distribution of space.
- 5.2. Subleasing assigned booth spaces is not allowed.

6. Participation Fees

- 6.1. Participation fees for exhibitors are determined according to the booth size chosen and the event space booked.
- 6.2. An invoice for advance payment shall be sent along with the confirmation of participation; 50% of the invoiced amount shall be due immediately upon receipt of the invoice – the other 50% shall be due 6 weeks before the exhibition, without further required notification.
- 6.3. Legal regulations regarding delay of payment shall apply.
- 6.4. Rights of set-off shall only be accorded to the exhibitor if its counterclaim is officially determined, uncontested, or accepted by organizer.
- 6.5. Fees are provided as net prices; VAT is to be reported separately on the invoice at the statutory rate
- 6.6. The exhibitor shall bear the costs for international transfers, service fees, and other monetary transaction.
- 6.7. Invoices shall be sent by mail or, if desired, by express mail. The exhibitor shall bear the costs of express mailing

7. Construction / Disassembly, Design and Staffing of Booths

- 7.1. The technical and safety guidelines provided by the organizer for booth construction and prescribed construction and disassembly deadlines are binding and must be strictly complied with.
- 7.2. Exhibition booths must be continually occupied and must remain fully assembled for the entire length of open hours in order to avoid a contractual penalty calculated by the organizer at its reasonable discretion of up to 50% of the exhibition fee. Briefly leaving the booth to visit the sanitary facilities is, however, not a violation of this clause.

8. Obligations of Protection

Within the group of participants, exhibitors and their employees shall behave in such a way as to not interfere unreasonably with the interests of other exhibitors. In individual cases, the organizer shall be entitled to give necessary instructions and, in the case of gross violations, to exclude the exhibitor permanently from the exhibition. In this case, any claim for compensation by the exhibitor is excluded.

9. Closing Booths

The organizer is entitled to close booths which do not conform to technical or safety requirements, insofar and as long as the exhibitor does not comply with a corresponding request for removal. In this regard, the organizer is also entitled to this right if the booth is the source of intolerable nuisances like smells, sounds, or other emissions, and if the exhibitor does not comply with the organizer's re-

quest to remove said nuisances. This also applies if the design of the booth violates common decency or public order. This clause does not affect the obligation to pay agreed fees.

10. Organizer Liability

The organizer is not liable for damages to property or pecuniary losses caused by slight negligence. This does not apply to obligations required make proper execution of the contract possible nor to obligations the exhibitor should trust the organizer to regularly fulfill; in this case, the organizer's liability for property or pecuniary losses caused by slight negligence is restricted to foreseeable damages typical for this kind of contract.

11. Domiciliary Rights

The organizer shall exercise domiciliary rights within the exhibition space of the fair during the entire exhibition and during construction and disassembly. Domiciliary rights apply to the authorization of third-party businesses commissioned by the exhibitor to perform services for it on the exhibition grounds, as well as to the type, extent, and conditions for these services within the grounds. The organizer is entitled to issue instructions. The organizer may not exercise its domiciliary rights in bad faith.

12. Place of Jurisdiction, Ancillary Agreements

- 12.1. Insofar as the exhibitor is a merchant, Frankfurt is the exclusive place of jurisdiction. The organizer is, however, entitled to choose the exhibitor's location as the place of jurisdiction instead of the local court.
- 12.2. The law of the Federal Republic of Germany shall apply.
- 12.3. Ancillary agreements require the written form in accordance with clause 2.2.

Please note, only the German version of this translation is legally binding.