



2010 Money Fair International Exposition Sponsor Terms & Conditions

1. Submission of Registration Form Constitutes Acceptance of Terms and Conditions. The company or individual (hereinafter collectively "Sponsor", such term to include any and all persons associated or affiliated with Sponsor, including but not limited to Sponsor'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 Sponsor's acceptance of the terms and conditions set forth in this document ("Agreement").

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

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

4. Provision of Sponsorship Services.

a. Subject to the terms and conditions contained herein, and subject to availability and Organizer written confirmation of its acceptance of the Registration Form, Organizer agrees to provide Sponsor with the services at the Event set forth in the Registration Form and paid for by Sponsor ("Services"). The amount and type of Services and the price of said Services shall be as indicated in the Registration Form.

b. Sponsor agrees to provide Organizer with all information and materials requested by Organizer in order to enable Organizer to effectively provide such Services.

c. Sponsor agrees to provide accurate and complete contact information for all Sponsor 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.

d. Sponsor agrees that all materials and information submitted to Organizer pursuant to Sections 4.b and 4.c of this Agreement are subject to Organizer's acceptance and approval. Sponsor further agrees that Organizer may, at its sole

discretion, reject any such materials or information for any reason whatsoever.

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

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

g. Sponsor understands and agrees that Organizer shall have no duties and obligations except as provided herein. Sponsor 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 sponsorship of the Event.

5. Terms of Payment. Sponsor agrees to pay in full the price for the Services selected upon submission of the Registration Form.

6. Cancellation by Sponsor. Should Sponsor elect to cancel its purchase of the Services, Sponsor understands and agrees that all payments made prior to such cancellation are non-refundable. Sponsor acknowledges that even though the Organizer will use its commercially reasonable efforts to mitigate the damages associated with Sponsor's cancellation, the Organizer will incur substantial losses that cannot be precisely determined in advance. Due to the difficulty of determining said losses, Sponsor agrees that Organizer will be unable to refund any prior payments and that such prior payments will be forfeited.

7. Cancellation by Organizer. Organizer may cancel Sponsor's right to sponsor the Event and/or may cancel any or all of the Services 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 Sponsor in writing of any cancellation. Sponsor agrees that any such cancellation will be subject to the same terms and conditions as cancellations by the Sponsor (as set forth in Section 6), including forfeiture of all payments made by Sponsor.

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. Organizer and ImmixRed LLC make no representations, guarantees or warranties with respect to the quantity or quality of

sales or sales leads or other benefits that Sponsor may or may not receive as a result of its sponsorship of the Event.

9. Regulations & Laws. Sponsor 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 and Event-related activities are made a part hereof as though fully incorporated herein. Organizer shall have full and exclusive power in the matter of interpretation, amendment and enforcement of all said conditions and regulations, and any such amendments when made and brought to the notice of Sponsor shall be as though duly incorporated herein and subject to the terms and conditions set forth herein. If a dispute or disagreement shall arise between the parties concerning interpretation of any of the regulations which are a part hereof the decision and interpretation of the Organizer shall be determinative and final and Sponsor hereby agrees to abide by said interpretation.

Sponsor 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, Sponsor shall have the option to either:

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 Sponsor waives any and all claims hereunder or related hereto; or

ii. Terminate the Agreement, in which case Sponsor 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 Sponsor for the Services, 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.



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b. In the event that Organizer elects to terminate this Agreement, Sponsor 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 Sponsor for the Services, 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 Contract 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. Hold Harmless & Indemnification. Sponsor 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) Sponsor's travel to and from the Event; (b) Sponsor'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 Sponsor agrees are excluded hereunder, and all of which are hereby disclaimed by the parties. Sponsor understands and agrees that this provision and all other provisions set forth herein apply to any and all persons associated or affiliated with Sponsor, including but not limited to Sponsor's owners, employees, agents, representatives, contractors, officers and guests.

13. Insurance. Sponsor understands and agrees that Sponsor 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 Sponsor's travel, property and personal well-being. Sponsor understands and agrees that neither Organizer nor ImmixRed LLC will provide insurance coverage of any sort for Sponsor, Sponsor's property or any of Sponsor's associated or affiliated parties.

14. Third-Party Providers. Sponsor 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.

15. 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.

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

17. 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 and attendees.

18. 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.

19. 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.

20. Assignment. Neither party shall assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other party. Consent by either party to an assignment in one instance will not constitute consent by either party to any other assignment. Any violation of this provision will be cause for immediate termination of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of each party to this Agreement.

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