

LETTER OF AGREEMENT

PARTY A: Worldwide Exhibitions Service Co., Ltd. (Organizer)

PARTY B: Emotron Shanghai Representative. (Exhibitor)

I. Basic Conditions:

This CONTRACT is in reference to the mutual agreement between Party A and Party B, about the participation of Party B into the IAC, TIME & SENSOR 2006 as an Exhibitor. The basic conditions are listed below:

Title of Exhibition:	IAC, TIME & SENSOR 2006
Date of Exhibition:	May 11 th -13 th , 2006
Venue of Exhibition:	Shanghai International Exhibition Center (INTEX Shanghai)
Booth Condition:	Ground Floor, 36m ² , Four Sides Open
Booth Number:	C055
Booth Rental:	Chinese Yuan Sixty Five Thousand Total (CNY 65,000.00)

II. Liabilities:

Party A:

- i. **PROVIDE** with due conditions and fittings the aforementioned booth area for Party B to exhibit at IPB 2006;
- ii. **PUBLISH** free of charge the brief introduction* (not more than 200 Chinese characters long) for Party B or their products in the official catalogue;

*[*Note: Party A have right to edit the introduction with Party B's consents]*

- iii. **PROVIDE** admission badge for Party B's staff**.

*[**Note: Party B have right to deploy 3-4 staff members for each 9m²-Space]*

Worldwide Exhibitions Service Co., Ltd.

19/F, Yunhai Building, 118 Qinghai Road, Shanghai 200041, P.R. China

Tel: +86-21-52287030-815 Fax: +86-21-52287022

E-mail: bing.li@sh-wes.com Website: www.sh-wes.com

iv. **PROVIDE** free of charge one full page of colorful advertisement for Party B in the official catalogue***;

*[***Note: Party B must send film of advertisement to Party A before April 10th]*

v. **PRINT** free of charge advertising materials for Party B's on twenty thousand entry tickets****;

*[****Note: Party B must send film of advertisement to Party A before March 30th]*

vi. **PROVIDE** free of charge 6m² booth in Show Area for Advanced Product & Technology

vii. **PROVIDE** a twenty minutes' speech in Public Release for Advanced Product & Technology.

Party B:

i. **MAKE PAYMENT** before April 10th, 2006 of Thirty Two Thousand and Five Hundred Chinese Yuan total (CNY 32,500.00) to the Account below:

Account Name: Shanghai Worldwide Exhibitions Service Co., Ltd.
Account Number: 106055-00304011771
Issuing Bank: China Everbright Bank, Shanghai Branch, Jing'an Subbranch

ii. **FINISH AND SEND** at least 30 days before the Opening Ceremony each form as listed below by facsimile or electronic mail, with official stamp;

Form 1: Entry of the Exhibitor's Alphabetical Listing in the Official Catalogue
Form 2: Exhibitor Personnel Name List
Form 3: Full list of Exhibits

iii. **TRANSPORT** during May 9th-10th, 2006 exhibits to the Venue of Exhibition; and

iv. **MOVE** on May 13th, 2006 exhibits out of the Place of Exhibition.

III. Special Notices:

i. In transport of exhibits, Party B shall be in **COMPLIANCE** with the relevant traffic codes of Shanghai government.

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- ii. In case of night-time transport, Party B shall **INFORM** Party A for facilitation in advance.
- iii. The transport of exhibits and display stands, the storage of empty packaging materials, the use of lifting and conveying equipments, the employment of staff for packing, unpacking, erecting and dismantling exhibits, the repacking and any other related activity are all exclusively the responsibility of Party B. Nevertheless Party A can provide agencies for Party B to cover these requirements with an extra charge.
- iv. Exhibits of low quality, counterfeits or exhibits possibly initiating Intellectual Property issues are **NOT PERMITTED** to IPB 2006.
- v. Exhibits of extraordinary size, weight, height or length are **NOT PERMITTED** to IPB 2006 without Party A's consents.
- vi. Space outside Party B's booth area is **NOT PERMITTED** to use for exhibiting purpose without Party A's consents.

IV. Penalties for Non-Performance:

In case this CONTRACT is cancelled due to Non-Performance of either Party, the consequences shall be:

i. If the Liability is on Party A, Party A shall:

RETURN full amount of booth rental **EXTRA** 10% of compensation to Party B.

ii. If the Liability is on Party B, Party B shall:

-**PAY** half amount of booth rental to Party A, provided that the notice of cancellation made by Party B is in formal documentation and sent to Party A at least 50 days^{*****} before the Opening Ceremony;

-**PAY** full amount of booth rental to Party A, otherwise.

*[*****Note: the date of cancellation shall be accepted according to postmark]*

V. General Terms:

- i. **MODIFICATION.** Any modifications of this CONTRACT shall be made in writing and is to be executed by both Parties as a condition precedent to implementation of such modification.
- ii. **GOODWILL.** In the event of disagreement concerning any aspect of this CONTRACT or not, both Parties shall negotiate for a settlement with goodwill.
- iii. **ARBITRATION.** In the event of irresolvable dispute concerning any aspect of this CONTRACT, both parties agree to have the dispute arbitrated under the legal institutions.
- iv. In the event of **NON-CORRESPONDENCE** between English and Chinese versions, Chinese version shall have the final binding.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of the day, month and year as opposite their respective signatures.

PARTY A:
Worldwide Exhibitions Service Co., Ltd.
SIGNATURE:

OFFICAL STAMP:
DATE OF SIGNATURE:
February _____, 2006

PARTY B:
Emotron Shanghai Representative
SIGNATURE:

OFFICAL STAMP:
DATE OF SIGNATURE:
February _____, 2006