

参展意向书

Letter of Intent for Participation

编号 No:

甲方 Party A: 国家会展中心（上海）有限责任公司

National Exhibition and Convention Center (Shanghai) Co., Ltd.

地址 Address: 上海市青浦区崧泽大道 333 号

333 Songze Avenue, Qingpu District, Shanghai

电话 Telephone: _____ 传真 Fax: _____

法定代表人/授权代表:

Legal Representative/Authorized Representative: _____

乙方 Party B: _____

地址 Address: _____

电话 Telephone: _____ 传真 Fax: _____

法定代表人/授权代表:

Legal Representative/Authorized Representative: _____

鉴于：

甲方作为承办方之一，将于 2018 年 11 月 5 日至 2018 年 11 月 10 日在国家会展中心（上海）举办“2018 中国国际进口博览会”。

乙方承诺并保证其符合参加该博览会的资质及条件并同意参加甲方作为承办方之一举办的“2018 中国国际进口博览会”。

根据《中华人民共和国合同法》、《中华人民共和国民法总则》等相关法律法规之规定，甲乙双方就乙方拟参加“2018 中国国际进口博览会”相关事宜，在平等、友好协商的基础上，经协商一致，初步达成如下共识：

Whereas:

Party A, as one of the organizers, will hold the China International Import Expo 2018(hereinafter referred to as “CIIE”) from November 5 to November 10, 2018 at National Exhibition and Convention Center (Shanghai);

Party B represents and warrants that it satisfies the qualifications and conditions as required for participating in CIIE and agrees to participate in CIIE of which Party A acts as one of the organizers.

As per provisions in the Contract Law of the People's Republic of China, General Principles of the Civil Law and other relevant laws and regulations, and on the basis of equality and friendly negotiation, Party A and Party B agreed as follows regarding Party B's intention to participate in the CIIE 2018:

1、乙方参展展区 The Exhibition Area for Party B

2、乙方参展面积 The Booth Area for Party B

乙方预订光地约____平方米（最少租用 36 平方米）或者标准展位约__个（9 平方米/个）。

Party B books a raw space about _____square meters (minimum 36 square meters) or about _____standard booths (9 square meters/standard booth).

3、参展合同的签署 The Signing of the Exhibition Contract

甲乙双方均同意自本参展意向书签订并生效之日起 ____内，如经甲方审查，认为乙方符合甲方规定的参展资质、条件、标准，由乙方与甲方或中国国际进口博览局（如届时已实际成立，具体情况，由甲乙双方另行商定）签订《参展合同》，展位面积、个数以及相关费用等具体信息以《参展合同》为准。

Both parties agree that the Exhibition Contract shall be signed and entered into by and between Party B and Party A or China International Import Expo Bureau (provided it will have been established at that time, and further agreement may be reached by Party A and Party B on actual basis) within ____days from the date of the signing and entering into force of this Letter of Intent for Participation, provided that Party A, after its review, believes that Party B meets the qualifications, conditions and standards as stipulated by Party A for a qualified exhibitor. The specific information such as the booth area, number of booths, related expenses of the booths and so on shall be specified by the "*Exhibition Contract*".

4、参展意向金的支付与退还 The Participation Deposit and Refund for Participation

乙方需在本参展意向书签订后 7 个工作日内按照本意向书第五条载明的甲方银行账号信息向甲方支付____ 作为参展意向金。签订《参展合同》后，乙方支付的参展意向金自动转为展位费部分。经协商一致，双方对于乙方实际支付的意向金，约定如下：

Party B shall pay _____ , as the Participation Deposit, to the bank account of Party A as specified in the Article 5 within 7 working days after signing this Letter of Intent. After the *Exhibition Contract* signed by two parties, such Participation Deposit paid by Party B will be automatically turned to be part of the booth fee. The two parties agree as follows regarding the actual payment of the Participation Deposit by Party B:

4.1 若因甲方原因造成乙方无法与甲方或中国国际进口博览局签订《参展合同》并最终造成乙方无法参展，则甲方将乙方已实际缴纳的参展意向金全额（无息）退还至乙方付款账户；

In case that Party B's failure to sign the "*Exhibition Contract*" with Party A or with China International Import Expo Bureau is caused by Party A, which eventually causes

Party B unable to participate in the Expo, the full amount of the Participation Deposit (without any interest) actually paid by Party B shall be refunded by Party A to the account of Party B;

4.2 若因乙方不符合中国国际进口博览会的参展资质、条件或标准，甲方或中国国际进口博览局拒绝与其签订《参展合同》且乙方未能实际参展的，则甲方将乙方已实际缴纳的参展意向金全额（无息）退还至乙方付款账户；

In case that Party A's or China International Import Expo Bureau's refusal to sign the *Exhibition Contract* with Party B is resulted from Party B's noncompliance with the qualifications, conditions and standards as required for participating in the China International Import Expo, the full amount of the Participation Deposit (without any interest) actually paid by Party B shall be refunded by Party A to the account of Party B;

4.3 若因乙方除上述不符合参展资质、条件、标准外的其他原因无法与甲方或中国国际进口博览局继续签订《参展合同》或乙方无法参展的，则乙方已实际缴纳的参展意向金不予退还，如乙方未实际缴纳的，甲方保留追索的权利。

In case that Party B's failure to sign the Exhibition Contract with Party A or with China International Import Expo Bureau and to participate in the Expo due to reasons other than noncompliance with the qualifications, conditions and standards as required for participating in the China International Import Expo mentioned above, the Participation Deposit actually paid by Party B shall not be refunded by Party A to Party B. Party A shall be entitled to the Participation Deposit if Party B fails to pay Participation Deposit in advance.

5、甲方银行账号信息 The Bank Account of Party A:

美元 USD 收款 For the Participation Deposit paid in USD

户名 A/C NAME: 国家会展中心（上海）有限责任公司

账号 A/C No: 450774636220

开户行名称 BANK: 中国银行上海市虹桥会展中心支行

人民币 RMB 收款 For the Participation Deposit paid in RMB

户名 A/C NAME: 国家会展中心（上海）有限责任公司

账号 A/C No: 444274643649

开户行名称 BANK: 中国银行上海市虹桥会展中心支行

6、本意向书的效力以及乙方作为参展方应符合的条件

The Validity of this Letter of Intent and the Conditions Party B Should Meet as an Exhibitor

6.1 本意向书的签订仅代表乙方具备与甲方或中国国际进口博览局就乙方参加“2018 中国国际进口博览会”的相关事宜进行进一步磋商的资格，不代表甲方或中国国际进口博览局必然会与乙方签署《参展合同》，也不代表乙方已当然拥有“2018 中国国际进口博览会”的参展资格。甲方或中国国际进口博览局对于是否与乙方签署《参展合同》拥有单方选择权和决定权。

The signing of this Letter of Intent only means that Party B has the qualification for further consultations with Party A or with China International Import Expo Bureau on its participation in China International Import Expo 2018, and not means that Party A or China International Import Expo Bureau will necessarily sign the *Exhibition Contract* with Party B, nor that Party B shall certainly meet the qualification of participation in the "China International Import Expo 2018". Party A or China International Import Expo Bureau has the unilateral right to choose and decide whether to sign the *Exhibition Contract* with Party B.

6.2 甲方或中国国际进口博览局将按照本条规定的条件对乙方是否能够参加博览会并签署《参展合同》进行综合评估，若经评估认为乙方不适宜参加“2018 中国国际进口博览会”的，甲方或中国国际进口博览局有权不与乙方签署《参展合同》且不视为甲方或中国国际进口博览局违约，甲方无需承担其他任何责任，仅需将乙方已经缴纳的意向金全额（无息）退还乙方付款账户即可，乙方对此予以接受和同意。甲方的评估条件如下：

Party A or China International Import Expo Bureau will conduct a comprehensive evaluation on Party B's qualification for participation in the Expo and signing of the *Exhibition Contract* against the following requirements stipulated in this Article. If the assessment shows that Party B is not suitable to participate in the China International Import Expo 2018, Party A or China International Import Expo Bureau has the right not to sign *Exhibition Contract* with Party B, which shall not constitute a breach of the said Letter of Intent by Party A or by China International Import Expo Bureau, and Party A is not liable for any liability resulted therefrom. Party A will return the full amount of the Participation Deposit actually paid by Party B to Party B's payment account, and Party B acknowledges such terms and conditions. The criteria used by Party A are as follows:

6.2.1 乙方必须是在中华人民共和国境外依法注册、有效存续的法人企业；

Party B must be the corporate enterprise legally registered and validly existing outside the territory The People's Republic of China;

6.2.2 乙方参展产品或服务必须属于甲方规定范围之内，且系在中华人民共和国境外生产的商品或在境外的服务产品；

The Party B's products or services to be exhibited in the Expo must be within the scope stipulated by Party A, and such goods or the service products should be produced abroad;

6.2.3 甲方及“2018 中国国际进口博览会”的其他相关主办方、承办方可以根据参展商最终报名情况、展会实际规模等因素随时补充或调整后的其他参展资质、条件、标准，并以此评估乙方是否具备参展资格。乙方对此予以接受和同意。

Party A and other relevant sponsors and organizers of the China International Import Expo 2018 may make supplement or adjustment on exhibitors' qualifications, conditions and standards from time to time according to the final enrolment of exhibitors, the actual scale of the Expo or other factors, and evaluate on Party B's qualification to participate in the Expo accordingly. Party B acknowledges such terms and conditions.

7、法律适用及争议解决 Laws Application and Dispute Resolution

7.1 本意向书适用中华人民共和国法律。

This Letter of Intent shall be governed by the laws of The People's Republic of China.

7.2 在履行本意向书过程中，如发生争议或纠纷，双方应通过友好协商解决，无法解决的，任何一方有权向甲方所在地有管辖权的人民法院提起诉讼。

If there was any dispute during the execution of the said Letter of Intent, both parties shall settle it through amicable negotiation. If no settlement can be reached, either party may file a lawsuit to the People's Court with jurisdiction over the place where Party A is located.

8、作准语言 Language

本意向书以中文写就，其英文译文供参考之用，若两种语言版本存在冲突，以中文版本为准。

This Letter of Intent is written in Chinese and its English version is for reference only. If there is any conflict between the two languages versions, the Chinese version applies.

9、份数及生效 Copies and Validity

本意向书一式 ____份，甲方执____份，乙方执____份，均具有同等法律效力。本意向书自双方签字盖章之日起生效。

This Letter of Intent is made in ____copies. Party A holds____copies, and Party B holds____copies, all of which are equally valid. The Letter of Intent shall come into force since the date of the official signature and sealing by the two parties.

(以下为签署页, 无正文) (The following is the signature page)

甲方 (公章) Party A(Seal): 国家会展中心 (上海) 有限责任公司

National Exhibition and Convention Center (Shanghai) Co., Ltd.

签字代表 (签字)

Signing Representative: (signature): _____

签订日期

Date of Signing: _____

乙方 (公章) Party B (Seal): _____

签字代表 (签字)

Signing Representative: (signature): _____

签订日期

Date of Signing: _____