

# CONDITIONS OF BUSINESS

## Chapter I General Provisions

### Article 1 Governing Law

This Conditions of Business (hereinafter referred to as the "Conditions") are made in accordance with the Auction Law of the People's Republic of China, other relevant laws implemented in the People Republic of China, regulations of the People's Republic of China and the Articles of Association of the Company with reference to international general practices. The Seller and the Bidder should carefully read all the provisions of this business conditions and be responsible for their behaviors. Company has the complete right of interpreting and disposing any special issues and matters which not stipulated in this conditions.

### Article 2 Definitions and Interpretation

The terms used in the Conditions shall have the following meanings:

- (1) "We/Us/Our/Company" means Sungari International Auctions Co., Ltd.
- (2) "the Company's domicile" means Apt. 102, Building 1-12, No. 2 Jiuxianqiao Rd., Chaoyang District, Beijing, and any other registered address which may be changed subsequently.
- (3) "the Seller" means a natural person, legal person or any other organization who consigns the Lot to the Company for auction in accordance with the Conditions. Under the Conditions, the Seller shall include any of its agents unless otherwise provided hereunder or in a particular context.
- (4) "the Bidder" means a natural person, legal person or any other organization that has full capacity of civil rights to bid at auction according to provisions of the laws of People's Republic of China and who has gone through the necessary registration and procedural formalities of the Company. The Bidder shall satisfy all provisions with respect to conditions of sale or qualification of the Bidder. Under the Conditions, the Bidder shall include any of its agents unless otherwise provided hereunder or in a particular context.
- (5) "the Buyer" means the person with the highest bid accepted by the auctioneer.
- (6) "Lot" means any item(s) owned by the Seller or disposable according to the laws, and consigned to the Company for auction.
- (7) "Auction Date" means the published date on which the auction will formally begin. In case of any discrepancy between the actual date of auction and the published date, the actual date of auction shall prevail.
- (8) "Sale Date" means the date on which the auctioneer confirms the sale of any Lot in the auction by dropping his hammer or in any other public manner.
- (9) "Hammer Price" means the acceptance of the highest bid offered by the Bidder and this acceptance will be made by the auctioneer in the manner of dropping the hammer or in any other way.
- (10) "Proceeds of Sale" means the net amount owed to the Seller from the Hammer Prices after deducting commission pro rata, taxes and all expenses and other amounts owed to the Company by the Seller.
- (11) "Purchase Price" means the total amount payable by Buyer for his/her/its bid, including Hammer Price, commission and other expenses payable by the Buyer.
- (12) "Expenses" means charges and expenses including but not limited to expenses with respect to insurance, making catalogue and other public materials, packaging, transportation and storage, and any other expenses pursuant to relevant laws, regulations and provisions hereof.
- (13) "Reserve" means the lowest selling price of Lot raised by the Seller and confirmed with the Company in the consignment auction contract.
- (14) "Reference Price" means the price of the Lot provided in the catalogue or other descriptive materials and estimated prior to the auction. The Reference Price is subject to possible changes and cannot be deemed as the fixed sale price, and no legal binding force.
- (15) "Storage Fee" means the fee payable by the Buyer or the Seller under the Conditions relating to storage of the Lot, and the current standard of Storage Fee is equal to 0.3‰ of Reserve (if no Reserve, the agreed insurance amount shall be applied) per day.

### Article 3 Special Notice

When the auctioneer confirms the highest bid by dropping his hammer or in any other public manner, the Bidder with the highest bid shall be the Buyer of the Lot.

The Seller, the Bidder, the Buyer and other concerned parties participating in the auction should read the Conditions carefully and conform to the provisions hereof. All parties shall be liable for their own actions at auction and any loss caused by failure to read the Conditions carefully.

### Article 4 Exclusion of Liability

The Company especially declares that the Company cannot guarantee the genuineness or fakery or the quality of the Lot, and the Company shall not bear the liability for guaranteeing the drawbacks.

The Bidder and/or his/her/its agent shall bear the responsibility of carrying out his/her/its own inspection and investigations as to the nature of the Lot and shall be liable for his/her/its bid.

## Chapter II Conditions Concerning the Bidder and the Buyer

### Article 5 Catalogue of Lot

At the auction, the Company will prepare a catalogue to introduce the status of the Lot with words and/or pictures for the convenience of Bidders and Sellers. The words, Reference Price, pictures in the catalogue and other images and public materials are only references for Bidders and are subject to revision before auction. The Company provides no guarantee for the authenticity, value, tone, quality or for any flaw or defect of any Lot. In case that the tone, color, graduation and shape shown in catalogue and/or any other illustrations, images and public materials differs from those of the original Lot due to print, photograph and other

technical reasons, the original shall take precedence.

Any statement and appraisal in any way (including but not limited to the certificate, catalogue, status explanation, slide show and news media) of any Lot made by the Company and its employees or its agents are only for reference and should not relied on as any guarantee for the Lot. The Company and its employees or agents shall undertake no liability for any inaccuracy or omission in the statements and appraisals mentioned above.

### Article 6 Inspection by Bidders

The Company especially declares that the Company cannot guarantee the genuineness or fakery or the quality of the Lot, and the Company shall not bear the liability for guaranteeing the drawbacks. The Bidder and/or his/her/its agents shall inspect and investigate the actual status of the Lot and take liability for his/her/its bidding.

The Company strongly advises the Bidders to personally inspect the original Lot on which they intend to bid before the Auction Date by identification or other methods. Bidders shall judge the genuineness or fakery or the quality of the Lot by themselves rather than relying on the Company's catalogue, status explanation and other images and public materials of the Lot.

### Article 7 Paddle Affixed With Number

The paddle affixed with number is the only evidence of the Bidder's participation in bid. Each Bidder shall take good care of his or her paddle affixed with number and may not lend it to any third person. In case of losing such paddle, the Bidder shall go through the procedure for report of losing in the form of writing agreed by the Company.

The person holding the paddle is deemed to be the registered owner of the paddle, whatever he/or she is entrusted by the Bidder or not. The Bidder shall be liable for using his or her paddle bid in the auction process, unless the Bidder goes through the procedure for report of losing in the form of writing agreed by the Company and such paddle affixed number has been cancelled by the auctioneer's announcement in the auction process.

### Article 8 Guarantee Money

The Company will charge a guarantee money before the Bidder receives paddle affixed with number. The amount of guarantee money will be announced before Auction Date. The Company will refund all the guarantee money mentioned above with no interest to the Bidder within five working days after auction in case that the Bidder fails in auction. In the event that the Bidder becomes to be the Buyer, the guarantee money will automatically turn to be deposit as part of the Purchase Price payable by the Buyer.

### Article 9 Bidding as Principal

Any person who bids shall be deemed as principal, unless the Bidder represents to the Company a written certificate showing that it is the agent of a principal and is also subject to the Company's approval in written form before Auction Date.

### Article 10 Authorized Bids

The Bidder shall attend the auction personally; otherwise it may give the Company an authorization in writing to bid on his/her/its behalf. The Company shall have the right to but no obligation to accept such authorization.

The Bidder who intends to give the Company an authorization to bid on his/her/its behalf shall present the Company with a written authorization letter and hand in guarantee money in accordance with the provisions in Article 36 herein within certain period (not later than three days before Auction Date).

The Bidder who entrusts the Company to bid on his/her/its behalf shall inform the Company of bid cancellation in writing not later than three days before Auction Date.

### Article 11 Non-liability of Authorized Bids

Since authorized bid shall be the free service on transferring the bid message on behalf of the Bidder provided by the Company to the Bidder, the Company and its employees shall not be liable for any failure in bidding or any negligence or fault in the authorized bids. Bidders shall attend the auction in person to assure the success of bidding.

### Article 12 Principle of Priority

In the event that two or more Bidders entrust the Company to bid on their behalf for the same Lot with the same authorized price, and finally succeed by dropping the hammer at such price, the Bidder whose authorization certificate was first delivered to the Company shall be the Buyer of the Lot.

### Article 13 Screen of Video Images

At some auctions, there will be a video screen or other screens in operation for the convenience of Bidders, which is only for reference. However, there may be errors in amounts, numbers or pictures of the Lot, or in foreign exchange rate on the screen. The Company shall not be liable for any losses and damages caused by such errors.

### Article 14 Auctioneer's Discretion

The auctioneer is entitled to represent the Company and to increase or decrease the bidding ladder, or restart auction in case of any dispute arising.

### Article 15 Successful Bid

When the highest bidding is confirmed by dropping the auctioneer's hammer or in other public manners, the Bidder with the highest bidding succeeds in the bid which means that the Bidder becomes to be the Buyer and the Buyer shall sign the writing confirmation.

### Article 16 Remuneration and Expenses

The Bidder will be deemed as the Buyer of the Lot after succeeding in bidding and shall pay the

Company a remuneration equal to 15% of Hammer Price and other Expenses and acknowledge that the Company is entitled to charge commission and other costs payable by the Seller in accordance with Article 34 hereof.

#### Article 17 Payment

The Buyer shall make full payments in a lump sum to the Company within seven days after the Sale Date and take the Lot back. The Buyer shall also undertake packaging charges, cartage, transportation insurance premium and export appraisal fee (if any).

#### Article 18 Currency

All payments shall be made in the currency designated by the Company. In the event that the Buyer makes payments in currency other than the designated one, the currency shall be converted at the rate agreed upon by the Buyer and the Company or at the rate announced by People's Bank of China one working day prior to the payment. The Buyer shall reimburse the Company for any bank charges, commission and other expenses for converting the currency into RMB.

#### Article 19 Transfer of Risks

After a successful bid, any Lot purchased shall be entirely at the Buyer's risk as early as one of the following conditions is met:

- (1) the Buyer collects the Lot purchased; or
- (2) the Buyer pays to the Company full Purchase Price for the Lot; or
- (3) expiry of seven days after Sale Date.

#### Article 20 Collection

The Buyer shall collect the purchased Lot at the Company's domicile or other place appointed by the Company no later than seven days after Sale Date. In case of failure to do so, the Buyer shall be solely responsible for all risks and losses of the Lot and bear all expenses for storage, cart and insurance in connection therewith due to delay. Nevertheless the Lot is still preserved by the Company or any other agents, the Company and its employees or its agents shall not be liable for any losses and damages of the Lot caused by any reason.

#### Article 21 Package and Transportation

The Company may arrange packing and handling of the purchased Lot on behalf of the Buyer as the case may be on its request and the Buyer shall be liable for any loss arising from such arrangements. In no circumstances shall the Company take any liability for any damages or losses of glass, frames, drawer, bottom mat, trestle, mounting, insert pages, roller or other similar accessories arising out of any reason. In addition, the Company shall undertake no liability for any fault, omissions, damages or losses caused by the packers or carriers recommended by the Company.

#### Article 22 Remedies for Non-payment

In the case that the Buyer fails to make full payment within the period provided in Article 17 herein, the Company shall be entitled to exercise one or more of the following remedies:

- (1) If following a successful bid the Buyer fails to make payment within the stipulated period under the Conditions, the Buyer will lose the right to request the Company to refund the guarantee money (the deposit) and the Company shall keep the guarantee money (the deposit). Besides which, the Buyer shall also undertake any liability may occur in accordance with the Conditions; In the event that the Buyer fails to pay any one Purchase Price of the Lot on time according to the Conditions after successful bidding on several Lots with the same one paddle affixed with number, all of guarantee money (the deposit) shall not be refunded and the Buyer shall undertake relevant responsibilities in accordance with the Conditions;
- (2) charge the Buyer an interest at a rate of 5% per day on the due and unpaid amount until such payment is made fully, to the extent it remains fully unpaid within seven days after Sale Date;
- (3) commence lawsuit proceedings against the Buyer for any damages caused by the Buyer's breach of contract, including but not limited to the losses of interest on deferred or unpaid payment by the Buyer. The company has the right of refusing to return the deposit for bid and charging for the fine;
- (4) exercise a lien on the purchased Lot or other properties of the Buyer which may be in the Company's possession for any reason. The Buyer is responsible for all expenses or risks that occur during the period of lien. In case the Buyer fails to perform all relevant obligations herein within the period the Company designates, the Company shall have the right to dispose of such property in accordance with relevant laws and regulations. In the case the proceeds cannot cover the amount outstanding, the Company is entitled to claim the balance;
- (5) carry out a re-sale of the Lot by public auction or other ways according to the Conditions subject to the consent of the Seller. The original Buyer shall be liable to the Seller for the remuneration/commission and other Expenses occurred at such auction as well as all Expenses for re-sale by public auctions or other ways. In addition, the original Buyer shall also be liable for the difference, if the Purchase Price actually received by the Seller for re-sale by public auctions or other ways of such Lot is lower than the original Purchase Price that would have been receivable therein had the Buyer made the full payments.
- (6) have the lien on any property of the buyer which has been possessed by the company for any reason until such payment is made fully.

#### Article 23 Remedies for Deferred Collection

In case the Buyer fails to collect the purchased Lot within the period provided in Article 47 herein, the Company shall be entitled to exercise one or more of the following remedies:

- (1) arrange storage of the Lot at the Company or any other places at Buyer's risk and expense (including but not limited to the Storage Fee according to the standard set forth in Article 2 (15) of the Conditions from eighth day after the Sale Date). The Buyer shall not collect the Lot unless the full Purchase Price is paid;

(2) The Seller shall take liability for any risk and/or loss that occurs after the period mentioned above in the case of failed retrieval of the Lot within the designated period. In the event that the Seller shall take back the Lot within ninety days after Sale Date in accordance with the Conditions, the Company has right to public auction or sell the Lot by a proper way and conditions. The amount, which is arising from forgoing disposal by the Company after deducting all loss, expense incurred, shall be collected by the Seller with no interests.

### Chapter III Conditions Concerning the Seller

#### Article 24 Consignment Procedures

When arranging for consignment, the seller should sign a consignment contract with the company. If the seller consigns an agent for auction, the consignment documents and the valid identity certifications of the seller and agent should be referred to the company. Furthermore, the agent should sign a consignment contract with the company.

When the Seller consigns the Company for auction, the Company shall be automatically authorized to exhibit, display, make pictures, illustrations, catalogue, or other video images or publicity materials of the Lot.

#### Article 25 The Seller's Warranties

The Seller hereby makes irrevocable warranties to the Company and the Buyer with respect to the consigned Lot as follows:

- (1) the Seller has complete ownership and legal right to dispose of the Lot. Without prejudice to any legal interest of any third party, the auction of the Lot shall not violate any relevant laws and regulations;
- (2) the Seller has, to the best of its knowledge, made full and complete disclosure and description to the Company with respect to the origin and any flaw or defect of the Lot without any concealment and fabrication; and
- (3) the Seller shall indemnify and hold the Company and/or the Buyer from and against any claims, losses and damages or actions incurred or brought by the actual owner or any third party who claims to be the actual owner of the Lot as well as all expenses and costs incurred in connection therewith, arising out of, or in any way attributable to any breach of the above warranties (including but not limited to the promotion fee, auction fee, lawsuit fee, attorney fee and other relevant losses.)

#### Article 26 Reserve

All Lots are offered subject to a Reserve, unless otherwise marked or explained by the Company. The Reserve shall be determined by the Seller and the Company in writing and no modification or amendment of the Reserve shall be binding upon the parties unless subject to prior written consent of the other party.

In no circumstances, shall the Company accept any liability for failure in sale due to bidding lower than the Reserve at the auction.

#### Article 27 The Company's Discretion

The Company may decide the followings at the Company's absolute discretion:

- (1) the arrangement of the order, location, and page size of illustration of the Lot in the Catalogue and relevant expenses incurred therefore; specific means of exhibition/display of the Lot and all relevant arrangement and expenses incurred therefore;
- (2) the Company shall at its own discretion decide on whether the Lot is appropriate to be auctioned by the Company (i.e. whether to be auctioned finally), as well as the place of auction, the scene of auction, the date of auction, the conditions of auction and the manner of auction.

#### Article 28 Disposal to Unauctionable Lot

After the Seller has signed the consignment auction contract with and delivered the Lot to the Company, if for any reason the Company believes that the Lot is not suitable for auction, the Seller must collect the Lot within thirty days from the date of the Company's notice being dispatched (fees for the packaging charge and cartage shall be paid by the Seller), the consignment auction contract between the Seller and the Company will cease on the date the Seller collects the Lot. If during the abovementioned period the Seller fails to collect the Lot, the consignment auction contract will automatically cease. If within seven days after the ceasing of the consignment auction contract, the Seller does not collect the Lot, the Seller shall pay the Company Storage Fee according to the standard set forth in Article 2 (15) of the Conditions from eighth day after the ceasing of the consignment auction contract. If the Seller does not collect the Lot within sixty days after the ceasing of the consignment auction contract, the company has right to publicly auction the lot or sell it in other ways on the condition which the company deems appropriate. The commission and the other fee undertaken by the seller should be deducted from the sale proceeds and the remainder, where existing, will be taken back by the seller without interest.

#### Article 29 Suspension of Auction

The Company may suspend any auction at any time under any one of the following situations:

- (1) the Company has the objection to the ownership and authenticity of the Lot;
- (2) any third party has the objection to the ownership and authenticity of the Lot with undertakings to provide relevant evidence accepted by the Company, make security in writing pursuant to the Company's provisions and take all legal responsibilities for all legal repercussions and losses due to suspension of auction;
- (3) the Company has the objection to the explanation of the Seller or the accuracy regarding the Seller's warranty provided in Article 8;
- (4) the Company has any evidence to prove the Seller has already violated or is to violate any term of the Conditions; and
- (5) any other reasonable causes.

#### Article 30 Withdrawal of Lots by the Seller

The Seller may withdraw the Lot at any time prior to the Auction Date subject to a written notice stating the reasons. In the case that the catalogue or any other public materials of the Lot have begun printing upon the Seller's withdrawal, the Seller shall pay an amount equal to 20% of the insurance amount of the Lot and other Expenses in connection therewith. In the case that the catalogue or other public materials has not been printed, the Seller shall pay an amount equal to 10% of the insurance amount and other related Expenses.

In case of withdrawal of the Lot, the Seller shall take the Lot back within thirty days after receiving the notice sent by the Company. If the Seller does not collect the Lot within the foregoing time limit, the Seller shall pay the Company Storage Fee according to the standard set forth in Article 2 (15) of the Conditions from eighth day after the ceasing of the contract. If the Seller does not collect the Lot within sixty days after the ceasing of the consignment auction contract, the company has right to publicly auction the lot or sell it in other ways on the condition which the company deems appropriate. The commission and the other fee undertaken by the seller should be deducted from the sale proceeds and the remainder, where existing, will be taken back by the seller without interest.

No dispute or claim arising out of the Seller's withdrawal of the Lot shall be born by the Company.

#### Article 31 Insurance

Unless otherwise instructed by the Seller in writing, all Lots will be automatically covered under the insurance applied by the Company as soon as the Seller signs the consignment auction contract with the Company and delivers the Lot to the Company. The insurance amount shall be based on the Reserve agreed by the Seller and the Company in the consignment auction contract. The insurance amount is only subject to apply for insurance and claim for compensation after the insurance accident occurrence other than the Company's warranty or security for the value of the Lot, and does not mean that the Seller can be paid such amount equal to the insurance amount by auction held by the Company. the Seller shall pay an insurance premium according to the following:

(1) In case of unsold of the Lot, the insurance premium payable by the Seller shall be 1% of the Reserve.

(2) In case of sold of the Lot, the insurance premium payable by the Seller shall be 1% of the Hammer Price.

#### Article 32 No insurance required

In the event that the Seller notifies the Company not to apply insurance for the Lot in writing, it shall undertake all the risks and the following liabilities (unless otherwise judged by court or arbitration commission):

(1) to indemnify the Company from and against any claims or actions incurred or brought by any third party with respect to the losses or damages of the Lot;

(2) to hold the Company and/or any other parties from and against any losses and expenses in relation to the damages and/or losses of the Lot caused by any reason; and

(3) to notify the terms of indemnity hereunder to any insurer of the Lot.

#### Article 33 Non-Bidding

The Seller shall not bid for the Lot consigned to the Company by himself/herself/itself, nor authorize any other person to bid on his/her/its behalf. The Seller shall be liable for and indemnify the Company for any losses and damages caused by violation of this provision.

#### Article 34 Commission and Expenses

Unless otherwise agreed upon by the Seller and the Company, the Seller shall authorize the Company to deduct 10% of the Hammer Price as commission and any other Expenses. The Seller agrees that the Company is entitled to the Buyer's commission equal to 15% of the Hammer Price and other Expenses payable by the Buyer in accordance with provisions in Article 16 of the Conditions. If the lot for auction is antique, the seller should be charged the relevant appraisal fee according to the regulations of culture relics department of P.R.C..

#### Article 35 Service Fee for Unsold Lot

In case of unsold of the Lot due to bidding lower than the Reserve, the Seller shall authorize the Company to charge the Seller a service fee for unsuccessful auctioning equal to 3% of the Reserve and other expenses payable by the Seller.

#### Article 36 Payment Proceeds of Sale

In the case that the Buyer makes full payment to the Company in accordance with provisions in Article 47 herein, the Company shall pay the Proceeds of Sale to the Seller in RMB currency after thirty-five days from the Sale Date.

#### Article 37 Deferred Payment

In the case that the Company do not receive the full payment from the Buyer upon the expiry of the payment period under Article 17 herein, the Company will pay the Sale Proceeds to the Seller within seven working days after receipt of full payment from the Buyer.

#### Article 38 Taxes

In the case that the Seller has a duty to pay a tax to the government of People's Republic of China, the auctioneer should withhold and pay the tax to the competent authority in accordance with the relevant laws or administrative regulations of the People's Republic of China, and the auctioneer should deliver receipt of tax payment to the Seller after payment of the tax.

#### Article 39 Unsold Lot

In the event that the Lot is not sold, the Seller shall take back the Lot within thirty days after

receipt of the Company's notice (packing charges and cartage at the Seller's own expense) and pay the Company fees for failed auction and all other expenses. The consignment auction contract between the Seller and the Company will cease on the date of collection of the Lot by the Seller. If during the abovementioned period the Seller fails to collect the Lot, the consignment auction contract will automatically cease. If within seven days after the ceasing of the consignment auction contract, the Seller does not collect the Lot, the Seller shall pay the Company Storage Fee according to the standard set forth in Article 2 (15) of the Conditions from eighth day after the ceasing of the contract. If the Seller does not collect the Lot within sixty days after the ceasing of the consignment auction contract, the company has right to publicly auction the lot or sell it in other ways on the condition which the company deems appropriate. The commission and the other fee undertaken by the seller should be deducted from the sale proceeds and the remainder, where existing, will be taken back by the seller without interest.

#### Article 40 Risks and Losses

The Seller shall take liability for any risk and/or loss that occurs after the period mentioned above in the case of failed retrieval of the Lot within the designated period.

In the event that the Seller shall take back the Lot in accordance with the Conditions as a result of unauctionable Lot, withdrawal by the Seller, unsold Lot, cancellation of transaction by the Seller and other circumstances, and the Seller fails to do so, the Company has right to public auction or sell the Lot by a proper way and conditions. The amount, which is arising from forgoing disposal by the Company after deducting all loss, expense (Storage Fee, insurance premium, cartage and notarization fee) incurred, shall be collected by the Seller with no interests.

### Chapter IV Miscellaneous

#### Article 41 Confidentiality

The Company shall be obligated to maintain the confidentiality of any information provided to the Company (except otherwise prescribed by laws of People's Republic of China).

#### Article 42 Identification

The Company may identify the Lot if necessary and as the case may be, at the Company's own discretion. In case of any discrepancy with respect to the status of such Lot between the identification and the consignment auction contract, the Company shall be entitled to modify or rescind the consignment auction contract.

#### Article 43 Copyright

We shall be entitled to take photographs, make illustrations, catalogues or other images relating to the Lot consigned to us for auction and shall have the copyright for such photographs, illustrations, catalogue or other images mentioned above.

#### Article 44 Exemption

As the auctioneer, the company is exempted from any liabilities of breach or compensation caused by the breach behavior of the default party.

#### Article 45 Notice in Written

Both the Bidder and Seller shall notify the Company of their valid and regular means of communication and address in the bid registration documents, consignment auction contract and other form agreed by the Company. No change in any of the particulars will be effective until it has been notified in writing as soon as possible. All notices referred in this agreement shall be in writing and shall be delivered by post or transmitted by fax. A notice sent by post shall be deemed to have been sent on the date the Company gives it to the post office and received by the addressee via normal mail service. A notice sent by fax, shall be deemed to be received on the date when it is faxed.

#### Article 46 Settlement of Disputes

If any dispute arises from or is related to participation in the auction pursuant to the Conditions, all concerned parties shall submit such dispute to a competent Chinese court of the place where the Company has its domicile unless the Parties have agreed otherwise. Such dispute shall be governed by Chinese laws.

#### Article 47 Language

The Chinese version of the Conditions shall be the standard version. The English version is only for reference. In case of any discrepancy between the Chinese version and English version, the Chinese version shall prevail.

#### Article 48 Copyright of the Conditions

The Conditions are made and amended in accordance with Chinese laws and the Company shall have its copyright accordingly. Without the Company's prior written consent, no party shall use the Conditions for commercial purpose in any way or manner and shall not copy, transmit, or store any part herein into a searchable system.

The Company reserves the right to make any alternation to the Conditions at its sole discretion at any time the Company considers proper. The altered version is valid and becomes automatically effective on the date it is altered and is to be published in the way the Company considers proper. Any party involved must pay attention to any such alternations of the Conditions and the Company shall under no conditions be liable to any separate notice. The Conditions of Business take effect on July 1, 2010.

#### Article 49 Right to Interpret

The Company has the right to interpret the Conditions at SUNGARI INTERNATIONAL AUCTION CO LTD.