

MANKAVA & BANERJEE
ADVOCATES

303, Apeejay House, 130, Mumbai Samachar Marg, Fort, Mumbai – 400 001.
Landline: +91 22 4971 1370. E-mail: mailbox@mankavabanerjee.com

12th March 2020

To,

**Shanghai Easy-Way International
Exhibition Co. Ltd.**

Rm 1212, Layer 12th, Tower 2,
No 928, Jinian Road 128, Baoshan
District Shanghai, China – 200 435.

Dear Sirs,

Sub: Notice to terminate services as a sole selling agent.

We are concerned for our Client, ABEC Exhibitions and Conferences Pvt. Ltd., a Company duly incorporated under the Companies Act, 1956, having its registered office at 530, 5th Floor, Laxmi Plaza, Laxmi Industrial Estate, New Link Road, Andheri (East) Mumbai-400 053, under whose instructions we address you as under:

1. Our Client is in the business of organizing Exhibitions & Conferences and has successfully conceptualized over 70 shows in more than 19 major cities across India. As you are aware, a contract dated 10th December 2018 ("**Contract**") was executed between you and our Client vide which our Client granted exclusive rights as a sole selling agency to you in The People's Republic of China, Hong Kong, Macau and Taiwan. The said confirmation was initially granted for the Banagalore, Delhi, Mumbai and Hyderabad editions of the Economic Times Acetech 2019 & and Greenbuild India 2019 (Delhi) edition organized by our Client.
2. Subsequently, the aforesaid Contract was amended vide an Amendment Agreement dated 18th October 2019 ("**Amendment Agreement**") through which Clause 5 of the Contract was revised. The rest of the contract remained the same.
3. Clause 9.2 of the said Contract stipulates that the Contract shall remain valid only for the Economic Times Acetech 2019 & and Greenbuild India 2019 (Delhi) edition. Further, Clause 9.4 of the Contract records that if the renewal of the Contract is desired then a notice to thee effect should be given by either party before expiry of 03 months of the said Contract.

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4. Accordingly, in terms of Clause 9.4 of the Contract, our Client vide email dated 20th December 2019 sent you a draft Contract for renewal of the earlier Contract. However, to our Client's surprise you showed no inclination to renew the Contract and infact expressly told our Client to appoint a new agent. The said fact has been recorded in our Client's email dated 23rd January 2020. In fact pursuant to your request our Client allowed 300M2 free space into the 2019 Acetech Delhi show. Due to failure of renewal of the Contract, our Client proceeded to appoint Zhejiang Honger Convention and Exhibition Co. Ltd. / M N Creations as our Client's exclusive agents for the Acetech 2020 edition. The said fact was communicated to you vide Letter of Exclusivity dated 10th January 2020. The said letter also records that any exhibitor trying to participate and book stall space through you will not be allocated space during the show and that they themselves shall be responsible for any losses that they incur.
5. To the shock and dismay of our Client, despite sending repeated notices of termination and intimation of appointment of new agents for the Acetech 2020 edition, you have taken several advances from companies for the future Acetech 2020-21 edition. Your actions are severely hampering our Client's business. You have failed to cooperate with our Client and are acting unilaterally despite the fact that your services have been terminated. This is in gross violation of the Contract executed between you and our Client.
6. Our Client through email dated 10th January 2020 called upon you to redirect all requests by companies to Zhejiang Honger Convention and Exhibition Co. Ltd. / M N Creations or in the alternative refund all the amounts paid the said companies. Despite the follow up with you, as the cooperation at your end is not forthcoming, our Client is constrained to issue the instant Notice to you. In light of the above and your continued default, our Client does hereby call upon you to redirect all requests by companies to Zhejiang Honger Convention and Exhibition Co. Ltd. / M N Creations or in the alternative refund all the amounts paid the said companies within 7 days of receipt of the subject Notice.
7. Please note that if you fail to comply with the above in the prescribed time, our Client will be constrained to initiate such legal proceedings as may be necessary, including civil and criminal proceedings, which shall be entirely at your risk as to costs and consequences.
8. Kindly note that in addition to the above, you are liable to pay legal fees towards the charges of this legal notice. Accordingly, all the legal fees shall be

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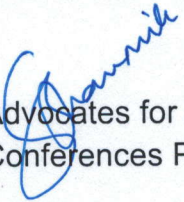
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deducted from the deposit amount in possession of our Client. Further, our Client shall refund the entire deposit amount to you after the necessary deductions.

This is without prejudice to any rights and contentions that may be available to our Client, in law or otherwise.

Kindly acknowledge receipt.

Yours faithfully,
For Mankava & Banerjee


Advocates for ABEC Exhibitions &
Conferences Pvt. Ltd.