

Special Regulation No. 8

Concerning Insurance

Beijing International Horticultural Exhibition

Coordination Bureau

Article 1 Purpose

Pursuant to Articles 30 and 37 of the *General Regulations* of the International Horticultural Exhibition 2019, Beijing, China (hereinafter referred to as the “Expo”), this *Special Regulation* specifies insurance responsibilities of the participants and the Organizer.

Article 2 Definitions

1. Participants referred to in this *Special Regulation* include:

(1) Official Participants;

(2) Non-Official Participants.

(3) Leasers who provide the Organizer with immovable or movable property under contracts signed with the Organizer;

(4) Contractors who undertake construction, installation and dismantlement under contracts signed with the Organizer;

(5) Parties who have entered into a contract with the Organizer to offer cultural and artistic events at the Expo site;

(6) Parties who have entered into a contract with the Organizer for carrying out commercial activities at the Expo site;

(7) Other parties who have entered into a contract with the Organizer to assist in providing facilities or in the operation of the Expo.

2. The parties in the following items shall be considered Participants:

(1) Parties who undertake construction, installation and dismantlement within the Expo site for those specified in the preceding paragraph;

(2) Parties who exhibit items, organize events or carry out commercial activities for the Participants specified in the preceding paragraph;

(3) Parties who have lawful rights and interests for the property used by the Expo besides those listed in the preceding paragraph.

3. Participants listed in Paragraph 1 of this Article shall notify the Participants listed in Paragraph 2 of this Article and require the latter to present legally binding written documents as proof of observance of this *Special Regulation* and honoring their due obligations arising therefrom.

4. Compulsory insurance referred to in this *Special Regulation*, means those insurances the Participants are obliged to take according to Laws and Regulations for themselves or their personnel.

5. Optional insurance referred to in this *Special Regulation*, means those insurances the Participants may voluntarily decide whether to take and pick up the insurers, upon the recommendations by the Organizer.

6. Insurer referred to in this *Special Regulation*, means the insurance companies or social insurance institutes, who enter into insurance policies with the Participants and bear the liabilities to make compensation or pay

the premiums.

Article 3 Compliance with Laws and Regulations

1. All Participants shall comply with the *Paris Convention Relating to International Exhibitions* signed on November 22nd, 1928 as amended and supplemented, the *General Regulations* and the *Special Regulations* of the Expo, the relevant laws, regulations, rules, and the additional instructions and directives issued by the Organizer pursuant to the *General Regulations* and the *Special Regulations* of the Expo (hereinafter jointly referred to as “the Laws and Regulations”).

2. The additional instructions and directives are issued by the Organizer to provide more information on related subjects and further specify the rights and obligations of Participants and the Organizer and shall be in conformity with the *General Regulations* and *Special Regulations*.

Article 4 Compulsory and Required Insurance

1. Participants shall, in compliance with the Laws and Regulations, take out the following insurances for their personnel and pay the insurance premiums accordingly:

(1) Employment injury insurance;

(2) Medical insurance.

2. Participants shall ensure that all the personnel must take out compulsory traffic accident liability insurance for their motor vehicles in compliance with the Laws and Regulations.

3. Participants shall submit the copy of their insurance contracts/policies and proof of payment of insurance premiums to the Organizer.

4. The required insurance for the Expo as provided for in the *General Regulations* and this *Special Regulation* includes:

- (1) Comprehensive liability insurance;
- (2) Property insurance;
- (3) Insurance for construction and installation projects.

5. The organizer shall take out the comprehensive liability insurance for itself and for the Participants, and the latter are required to pay the cost determined on a pro-rata calculation of the exhibition areas they occupy to the Organizer. Except for the comprehensive liability insurance, Participants shall submit the copy of their required insurance contracts/policies and proof of payment of insurance premiums to the Organizer.

6. The minimum requirement for each insurance type listed in this Article shall be decided by the Organizer, and the specific coverage for each insurance type shall be subject to the terms and conditions of the insurance contract or to the public announcement issued by the Organizer.

7. Unless otherwise specified herein, if the Participants take out insurance for goods, plants and other materials, the corresponding insurance contracts/policies shall cover the period of their stay within the territory of China. The insurance contracts/policies for the foreign personnel of Participants shall cover the period of their stay in China and for Chinese personnel, the period of their employment by the Participants.

8. The insurance contracts shall be concluded in or evidenced by Chinese. If an insurance contract is concluded in languages other than Chinese, the Participants shall submit its Chinese translation to the Organizer upon its conclusion. In this case, the Participant concerned shall guarantee the accuracy and consistence of the translation with its original version.

9. Legal persons and other organizations in China which need domestic insurance shall take out the insurance with an insurance company located in China. The Organizer shall provide the Participants with a list of recommended insurance companies for insurance services which shall be legally valid within the territory of China.

Article 5 Employment Injury Insurance

1. Pursuant to the *Social Security Law of the People's Republic of China*, *Labor Law of the People's Republic of China*, *Labor Contract Law of the People's Republic of China* and *Regulations on the*

Employment Injury Insurance, enterprises and private businesses within the territory of China shall purchase employment injury insurance for their employees to ensure that they will have medical treatment and financial compensation in case of work place injuries, occupational diseases, disability, loss of ability to work or death during their employment.

2. The employment injury insurance is under the management of the labor and social security departments of the Chinese Government.

Article 6 Medical Insurance

1. Pursuant to the *Social Security Law of the People's Republic of China*, *Labor Law of the People's Republic of China* and *Decision of the State Council on Establishing a Basic Medical Insurance System for Urban Employees*, all employers in cities and towns, including enterprises (state-owned enterprises, collective enterprises, foreign-invested enterprises, private businesses, etc.), government departments, government affiliated institutions, social organizations, private non-enterprise institutions and their employees should participate in the basic medical insurance program.

2. Medical insurance is under the management of the labor and social security departments of the Chinese Government.

Article 7 Compulsory Traffic Accident Liability Insurance for Motor Vehicles

1. Pursuant to the *Law of the People's Republic of China on Road Traffic Safety and Regulations on Compulsory Traffic Accident Liability Insurance for Motor Vehicles*, motor vehicles not covered by the compulsory liability insurance shall not be on-road, registered by the motor vehicles administrative departments or inspected by the inspection agencies.

2. To ensure that the loss is fully covered by insurance, the Participants may take out optional insurances voluntarily as stipulated in Article 14 of this *Special Regulation*.

3. Proof of insurance must be carried in the vehicles at all times.

Article 8 Special Provisions on Personal Accident Insurance and Medical Insurance for Non-Chinese Employees

Participants, who employ non-Chinese residents to work in the Expo Site, shall provide the Organizer with valid documents certifying that the said employees have been covered by the personal accident insurance and medical insurance. Otherwise, the Participants shall arrange the personal accident insurance and medical insurance for those employees in China and the Organizer shall provide necessary assistance in this respect.

Article 9 Comprehensive Liability Insurance

1. In the event of any accident caused by the Organizer or the Participants during the insurance period in the insured areas which results in personal injury or financial loss of a third-party, the insurer shall be liable for financial compensation which the Organizer or the Participants assume under the laws of China.

2. The maximum amount of compensation for each accident or compensation accumulated during the insurance period is RMB 50 million yuan which includes legal costs and other expenses.

3. Under general circumstances, the period of coverage of a comprehensive liability insurance contract is:

(1) For the Organizer, from the date on which construction starts in the Expo Site to the date on which the dismantlement/removal of all exhibition areas is completed;

(2) For the Participants, from the date on which the *Participation Contracts*, commercial contracts or other contracts and agreements come into effect to the date on which the exhibition areas are returned to the Organizer.

4. The Organizer shall purchase for itself and all Participants the comprehensive liability insurance on the most favorable terms. The Participants shall be responsible for the cost which is determined on a pro-rata calculation of the exhibition areas they occupy.

Article 10 Property Insurance

1. The property insurance covers buildings and structures, facilities, equipment, merchandise, articles for daily use, plants and other property that are owned, rented, looked after by, or under the care or control of the insured in the insured areas, excluding animals (with fish and shellfish included).

2. The insured amount of a property insurance contract is determined as per the actual or replacement or assessable value of the property insured.

3. Under general circumstances, the period of coverage of a property insurance contract is:

(1) For existing buildings and structures in the Expo Site, from the date mutually agreed by the insurer and the insured to the date on which the dismantlement/removal commences;

(2) For buildings and structures, facilities and equipment to be built in the Expo Site, from the date the project is partially or totally checked and accepted or put into use to the date of dismantlement/removal;

(3) For merchandise, articles for daily use and other property, from the delivery date of the insured property to the insured area to the departure date of the transport vehicle shipping the insured property from the insured areas.

4. The Organizer and Participants shall take out property insurance

for the property owned, rented, looked after by, or under the care or control of the Organizer and Participants respectively. If the property insured by the Organizer is used by any Participant, the Participant shall pay the Organizer the amount applicable to that property.

Article 11 Insurance for Construction and Installation Projects

1. Property covered by the insurance for construction and installation projects includes the construction and installation projects as well as materials, machines and equipment used for the projects that are owned by or under the care or control of the insured in the insured areas.

2. The insured period for construction and installation projects shall start on the date of commencement of construction or delivery of materials and equipment to the construction site and terminate on the date of acceptance or actual use.

3. The insured amount for construction and installation projects shall be determined as per the contract price of the projects or the actual value of the materials and equipment.

4. Participants shall take out insurance for construction and installation projects for all the construction and installation projects described in Paragraph 1 of this Article under their control during the Expo.

Article 12 Self-insurance

The governments of participating countries or similar institutions of other Participants may, upon notifying the Organizer in writing, act as their own insurers in respect to buildings, structures, facilities, equipment, merchandises and articles for daily use for which they are responsible.

Article 13 Special Clauses

Upon approval by the Organizer, the Participants may add special clauses when signing insurance contracts for property and construction and installation projects with the insurers.

Article 14 Optional Insurance

The Organizer shall assist the Participants in purchasing optional insurance by providing the Participants in due time with a list of optional insurance available and issuing insurance guidelines.

Article 15 Waiver

1. In the event of an accident, Participants shall waive the right to claim compensation from the Organizer and its staff or other Participants and their staff, unless the accident is intentional or caused by gross negligence.

2. In the event of an accident, the Organizer shall waive the right to

claim compensation from the Participants and their staff, unless the accident is intentional or caused by gross negligence.

3. For the types of insurance listed in Paragraph 4 of Article 4, the Participants and the Organizer shall waive the claims as specified in Paragraph 1 and 2 of this Article, and ensure that the relevant insurance companies waive the right of subrogation arising therefrom.

4. The waivers specified in Paragraphs 1 to 3 of this Article shall be effective together with the *Participation Contracts*, commercial contracts or any other contracts and agreements, and shall be included in every insurance contract in relation to the Expo signed by the Participants.

Article 16 Assistance from the Organizer

1. The Participants may apply to the Organizer for assistance when signing contracts for property insurance and insurance for construction and installation projects. The applications shall be submitted to the Organizer no later than 15 days prior to the signing of such contracts.

2. The Organizer may provide assistance when the Participants need to add special clauses to the contracts mentioned in the above paragraph.