

Shanghai Universe Auction Co. , Ltd.

Conditions of Business

(Edition of 2015 applies to live auction and online auction)

Article 1 Definition of Auction

'Auction' refers to a form of sale under which specific goods or property rights are transferred to the bidder who makes the highest bid in public bidding. Both live and online forms can be adopted for the auction activity.

Article 2 Conditions Formulation

These Conditions of Business are made in accordance with The Auction Law of People's Republic of China, Law of the People's Republic of China on the Protection of Cultural Relics and the other relevant laws and regulations with reference to international auction business practices and network operation requirements.

Article 3 Legitimate Business

Our company (Shanghai Universe Auction Co. , Ltd.) organizes auction activity within the permission of national laws and regulations. We guarantee the legitimate rights and interests of the parties and our country by following the principle of openness, fairness, impartiality and integrity.

Article 4 Scope of Application

The conditions shall inure to the benefit of and binding upon the Consignor, Bidder, Buyer and any other concerned parties participating in the auction held by us. All parties need to read, understand and abide by the conditions carefully in the whole process of the auction.

Article 5 The Lot

'Lot' means any item(s) owned by the Seller according to the laws, and consigned to the Company for auction. We do not accept items prohibited by laws and related regulations.

If the Lot shall be delivered by the Consignor to the Company by mail or by any other means of transportation, the Lot shall be deemed to be received by the Company once the mail is signed or the Lot is received by the employee of the Company (If the Lot received by the Company is inconsistent with the agreement reached by and between the Company and the Consignor, the Company shall be entitled to represent the objection and the discrepancy, and the responsibility of any discrepancy shall be borne by the Consignor). Any other unit or individual shall not be authorized by the Company to receive the Lot on behalf of the Company. Any risk of the Lot occurred before the Lot is received by the Company shall be borne by the Consignor.

Article 6 The Auctioneer

The auctioneer refers to Shanghai Universe Auction Co. , Ltd. The auctioneer has the right to require the consignor offer the authentic proof of identification, the resource and defects of the Lot (obligation to explain the defects of the Lot to the bidders). The auctioneer is not liable for the defects, authenticity and quality of the Lot.

Article 7 The Consignor

The consignor refers to the natural person, legal person or any other organization who consigns the Lots or wealth rights to us for auction. We accept the agent procedure authorized by the Consignor. The Consignor has the right to decide the reserve price. The Consignor may withdraw the Lot before the auction and shall pay the related fees as agreed.

Article 8 The Bidder and The Buyer

The bidder refers to a natural person, legal person or any other organization (qualified agent included). The bidder may know the defects of the Lots and check the documents of them. Bidders shall not collude with each other maliciously to damage others' interests. The bidder shall not withdraw the bidding price that has been offered. When higher bidding price is offered, the former one becomes invalid. The buyer is the person who offers the highest bid.

Article 9 The auction is anchored by the national registered auctioneer.

Article 10 Auction Procedures

The consignor shall offer proof of identification and documents of the ownership of the Lot. Consignment contract shall be signed between the consignor and our company. We will issue auction bulletin (through newspaper or other news media) at least 7 days before the auction date and show the Lots before auction (at least 2 days). The highest bidding price shall be confirmed by striking the auctioneer's hammer or on the internet and other openly showed manners. And the confirmation contract shall be signed afterward. For the 2012 Autumn Auction, 4 mode of auction (onsite bidding/ telephone commission/ written form bid orders/network commission) will be equally treated. In the event two or more bidders bid at the same price for the same lot, whose commission bidding price was first received by Universe shall be the buyer of the Lot. For the details please refer to 'Bidder Notes/Auction Guide'.

Article 11 Commissions and Expenses

The consignor and the buyer pay commission to us at their own percentage after the auction. In case that the auction of the Lot fails , the consignor shall pay the expenses to us as agreed.

Article 12 This condition is applicable to the huabid. com online auction of our company.

Article 13 Bidders participating in the online auction shall register in the huabid. com website and handle related procedures. Natural person or any other organizations conform to and comply with the 'conditions of business of huabid. com online auction' can be registered as members of Shanghai Universe Auction Co. , Ltd. Personal application shall use the real name, organization application shall offer legitimate registration documents. Registered members can participate the auction of the Lots in this website. Unregistered members can enjoy the service of browsing the Lots on this website.

Article 14 We will try our best to keep the website operating normally. Members shall not overload the website. We are not responsible for the dysfunction of the website if it is caused by other reasons.

Article 15 Other closely related documents 'Consignment Contract', 'Bidder Notes' and 'huabid. com Online Auction Conditions' will be put on the home page of huabid. com website and put up in our company. Please pay attention. Since some bidders are from Hong Kong, Macao compatriots, many auction materials and catalogues may sometimes/or all adopt the traditional Chinese characters. From this if there are any traditional Chinese words, the participants in the auction don't know, should better refer to dictionaries or ask the customer service of the company, The company assumes no responsibility and will not undertake any disputes arising.

Article 16 Export of Lot

We will make explanation in the catalogue, at the auction or on the internet to the Lot prohibited to be exported pursuant to the Protection Law of Cultural Relic of the People's Republic of China and other relevant law. The buyer shall be responsible for the exported procedures of the Lot according to relevant laws and regulations.

Article 17 Confidentiality

We shall be obligated to maintain the confidentiality of any information and indemnify all legal rights of the consignor, bidder and buyer against any damages according to relevant laws and regulation of the People's Republic of China.

Article 18 Severability

If any provision or part of these Conditions is deemed as invalid, unlawful or unenforceable, these Conditions shall be ineffective to the extent of such unlawfulness of unenforceability without invalidating or affecting the validity and enforceability of the remaining provisions of these Conditions. Relevant principals shall still comply with it.

Article 19 Copyright of these Conditions

We have the copyright of these Conditions. Any organization or person cannot try to gain commercial profits by using these Conditions. Copy, transference or storage of these Conditions is also prohibited.

Article 20 Appendix

If there is any difference between these Conditions and The Auction Law, The Auction Law shall prevail. If your right and interest are damaged due to our violation of The Auction Law at auction, you can report to the relevant Commercial and Administrative authorities. Complaint phone number: 021-54236252.

These Conditions of Business shall come into force as of Dec. 1st, 2012, and shall be revised for the first time at July 1st, 2015. The right to interpret these Conditions of Business belongs to the Company.

Shanghai Universe Auction Co. , Ltd. has the right to interpret these Conditions.

**Shanghai Universe Auction Co. , Ltd.
JUN. , 2018**