

# Agency contract

## 代理商合同

Party A: Shenzhen MDL Technology Co., Ltd.

甲方：深圳玛多科技有限公司

Party B:

乙方：

Party B shall have a business entity recognized by local national laws, a legally compliant commercial organization; a commercial entity with certain market sales experience and project relationship;

乙方需具备当地国家法律认可的商业主体，合法合规的商业机构；有一定的市场销售经验以及项目关系的商业主体；

Date of signing: \_\_\_\_\_ year \_\_\_ month \_\_\_ day

签署日期：\_\_\_\_\_年\_\_\_月\_\_\_天

In order to promote the \_\_\_\_\_ limited company LED lighting products in the \_\_\_\_\_ market; and establish a good standard market order, Party A will establish an agency relationship with \_\_\_\_\_ companies in \_\_\_\_\_. Party A and Party B shall on the basis of ensuring the MDL brand, aim at mutual support and common development, fully realize the consistency of the interests of both parties and jointly promote the cause of both parties. Party A formally authorizes Party B as the agent. Party B and Party A reach the following agreement on the sales of "MDL" Brand products:

为了在\_\_\_\_\_市场推广\_\_\_\_\_有限公司 LED 照明系列产品;并建立良好的标准市场秩序,甲方将在\_\_\_\_\_与\_\_\_\_\_公司建立代理合作关系。甲乙双方在保证 MDL 品牌的基础上,本着相互支持,共同发展的目标,并充分认识到双方利益的一致性,共同促进双方事业为宗旨。在平等,自愿,诚实,信任,互利的原则下,甲方正式授权乙方为代理,双方就“MDL”品牌产品的销售事宜,达成如下协议:

1: Agent level: \_\_\_\_\_ (national distributor, regional distributor)

1: 代理商级别: \_\_\_\_\_ (全国经销商, 区域经销商)

2: Agency range: \_\_\_\_\_ (country or region), Party B shall not exceed the above-mentioned agency area for sales activities; Party B shall be responsible for the economic and legal responsibilities arising from Party B's violation of this clause.

2: 代理范围: \_\_\_\_\_ (国家或地区), 乙方不得超过上述代理区域进行销售活动;乙方应对乙方违反本条款所产生的经济和法律负责。

3: Either Party A and Party B shall not be liable for the other party's business conduct and legal acts and their operating losses.

3: 甲方和乙方不对另一方的商业行为和法律行为及其经营损失承担责任。

4: Authorized products and market and agency prices:

4: 授权产品及市场和代理价:

Party A authorizes Party B to operate the full range of MDL products, Specific product reference catalogue.;

甲方授权乙方在代理经营 MDL 全系列产品, 具体产品参考目录;

(1) Party A promises to settle the price of Party B according to the EX-factory agent price;

(1) 甲方承诺给乙方的价格按照出厂代理价进行结算;

(2) Party B's sales commitment, since the signing of this agreement, Party B becomes the agent of Party A's "MDL" brand; Party B promises to sell "MDL" brand products from from \_\_\_\_\_ year \_\_\_\_\_ month \_\_\_\_\_ day to \_\_\_\_\_ year \_\_\_\_\_ month \_\_\_\_\_ day. Both parties may renew within 30 days before the expiration of this agreement; otherwise this agreement will terminate by itself ;

(2) 乙方销售承诺, 自本协议签订起, 乙方即成为甲方“MDL”品牌代理; 乙方承诺: 在 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日至 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日对“MDL”产品销售. 双方可在本协议期满前 30 天内续约; 否则本协议将自行终止;

(3) Party A sales reward

(3) 甲方销售奖励

Party B's total annual sales amount of 9 million US dollars can enjoy a reward of 2% rebate;

乙方销售年总金额完成 900 万美元可享受奖励 2% 返利;

Party B's total annual sales amount of 12 million US dollars can enjoy a reward of 5% rebate.

乙方销售年总金额完成 1200 万美元可享受奖励 5% 返利。

(4) Under the double pressure of market and price for special project , Party B can apply for special treatment or apply for direct sales of the Party A, and Party A shall directly participate in the bidding; after receiving the full amount of the contract, directly return 5% of the contract turnover to Party B. It is the sales task of party b, but not included in the award.

(4) 特殊项目市场与价格的双重压力下可向公司申请特殊处理或者申请公司直销, 由甲方直接参与投标; 收到合同全款后直接返还合同成交额的 5% 给乙方。它是算乙方的销售任务, 但不计入奖励。

5: In any of the following circumstances, Party A has the right to immediately terminate the qualification of Party B:

5: 有下列情形之一的, 甲方有权立即终止乙方代理资格:

(1) Upon confirmation by Party A, Party B is unable to expand the market share of Party A's products in the region;

(1) 经甲方确认, 乙方无能力拓展甲方产品在该地区的市场占有率;

(2) Party B sells authorized products in outside the authorized area;

(2) 乙方在授权地区以外销售授权产品;

(3) Party b falsely use the trademark of the authorized product;

(3) 乙方冒用授权产品的商标;

(4) Party B engages in activities that damage the reputation of authorized products and trademark;

(4) 乙方进行有损授权产品及商标信誉的活动;

(5) If Party B causes significant economic losses to Party A, Party A shall have the right to deduct such losses from the payment for goods or rewards of Party B;

(5) 乙方对甲方造成重大经济损失的, 损失部分甲方有权在乙方的货款或者奖励中扣除及

至其他方式。

(6) Party B has not completed the task within 6 months.

(6) 乙方连续 6 个月内没有完成任务。

(7) Party A shall notify Party B in writing one month in advance of the cancellation of Party B's agency qualification (except for the above 6 clauses).

(7) 甲方取消乙方总代理资格（上述 6 条中所含情况除外）需提前一个月以书面方式通知乙方。

## 6: Obligations of Party A

### 6: 甲方的义务

(1) It shall not be directly supplied to unauthorized customers in the authorized area;

(1) 不得直接供货给授权地区内的非授权客户；

(2) Negotiate market conflicts between agents;

(2) 协商代理商之间的市场冲突；

(3) Party A determines the range of price protection when adjusting the price based on Party B's shipment situation and market changes;

(3) 甲方依据乙方出货情况及市场变化情况，确定调整价格时给予价格保护的范围；

(4) Party A shall provide Party B with product promotion materials and related product technical training.

(4) 甲方应向乙方提供产品宣传资料及相关产品技术培训。

## 7: Obligations of Party B

### 7: 乙方的义务

(1) Party B shall not engage in any activities that damage the reputation of the authorized brand;

(1) 乙方不得进行任何有损授权品牌信誉的活动；

(2) Party B shall not sell the product to other areas without Party A's consent;

(2) 未经甲方同意乙方不得将产品销售至其他区域；

(3) Party B shall display the correct logo of the authorized brand in a prominent position in the company or store;

(3) 乙方需在公司或者门市显著位置标示授权品牌的正确标志；

(4) Party B is obliged to provide Party A with a monthly market price survey form for the products in the region;

(4) 乙方有义务向甲方定期提供所在地区产品的每月市场行情调查表；

(5) Party B shall take the lead of Party A's products, explore the local market, increase market share, and hire experienced sales personnel required to sell the product;

(5) 乙方应以甲方产品为主导，开拓该地方市场，增加市场占有率，聘用销售该产品所需要的经验丰富的销售人员；

(6) During the term of the contract, Party B shall respect the market positioning of products suggested by Party A;

(6) 乙方在合约有效期内，应尊重甲方建议各项产品市场定位；

(7) During the term of this contract, Party B can only represent Party A's "MDL" brand series products, and may not sell or otherwise operate in the same or similar manner as Party A, and there are competitive products;

(7) 乙方在本合同有效期内，只能唯一代理甲方“MDL”品牌系列产品，不得另行代理销售

或任何其他形式经营与甲方相同或者类似，存在竞争性的产品；

(8) If Party B goes out of business, suspend business, organizes changes or other reasons to terminate the contract in advance, Party B shall notify Party A in writing 2 months in advance and fully perform the contract;

(8) 乙方如歇业，停业，组织变更或者其他原因欲提前终止合同，应提前 2 个月以书面通知甲方，并完全履行合同；

(9) Party B is obliged to safeguard Party A's profit and keep its trade secrets;

(9) 乙方有义务维护甲方利益和保守其商业秘密；

(10) Party B must have at least one of the primary maintenance capabilities and technical personnel, who can directly face the customer and are familiar with the after-sales service and maintenance technical support.

(10) 乙方必须拥有具备初级维修能力及技术人员至少一名，能直接面对客户，并熟悉开展售后服务工作，维修技术支持。

#### 8: Party B cross-regional sales penalty

#### 8: 乙方跨区销售处罚

Without the consent of Party A, Party B will sell the products to other professional markets authorized by Party A. Party A has the right to take the following measures against Party B:

未经甲方同意，乙方将产品销售至其他甲方已授权的专业市场中，甲方有权对乙方采取以下措施：

(1) It is required that Party B shall take back the products it sells to other regions, or with local general agents to negotiate and provide certain financial compensation;

(1) 规定乙方须收回其销售到其他地区的产品，或给予当地总代理协商，提供一定的经济赔偿；

(2) Party a has the right to stop the supply and cancel the qualification of agent of party b

(2) 甲方有权停止供货并取消乙方总代理资格

#### 9: Price protection regulations

#### 9: 价格保护规定

In order to adapt to market changes and make product prices more competitive in the market, in order to expand market share, Party A will adjust product prices according to market conditions; in order to avoid price increases and lower losses, Party A will order and have already issued The price of the goods is protected by the following methods:

为了适应市场变化，使产品价格更具备市场竞争力，以扩大市场占有率，甲方会依市场状况对产品价格进行调整；为避免价格上涨及下调造成损失，甲方将乙方已定购及已出货的产品进行价格保护，具体方法如下：

(1) Party B shall notify Party B 30 days before the price adjustment;

(1) 甲方调价前 30 日通知乙方；

(2) If both parties have signed an order for sale but have not executed, they shall be executed at the original price. Party A shall notify the agreement after the price adjustment in writing at the new price.

(2) 双方已签订购销合同但尚未执行的，按原价执行。甲方书面通知调价之后的协议按新价格执行。

#### 10: After sales service

##### 10: 售后服务

(1) Party A provides the product with a warranty policy due to its own quality problems;

(1) 甲方提供产品因本身质量问题发送故障，实行保修政策；

(2) Party B is obliged to be responsible for the maintenance of the products sold. Before the repair, the fault condition can be recorded and fed back to Party A; if there is replacement of parts, the quantity of repair parts can be reduced, and the replacement parts are managed according to the company's corresponding management system. carried out;

(2) 乙方有义务负责所销售产品给予维修，维修前，可记录故障情况并反馈给甲方；如有配件更换的，方可减掉维修配件库存数量，更换的配件按公司相应的管理制度执行；

(3) Make a maintenance record form and send it back to Party A regularly. Party A who exceeds the warranty period will charge according to the price of the repair parts;

(3) 并做好维修记录表，定期传回甲方，超过保修期的甲方按维修配件价格收费；

#### 11: Advertising

##### 11: 广告宣传

(1) Before Party B publishes the advertisement or participates in the exhibition, the relevant information shall be provided for approval by Party A, and the advertisement subsidy may be applied (the standard shall be implemented according to Party A's regulations);

(1) 乙方刊载广告或者参与展示会前，提供相关情况资料经甲方审核通过后，可办理广告补助（标准按甲方的规定执行）；

(2) For media advertisements, the exhibition will be limited to the products authorized by Party A. If there are other unauthorized products, no subsidy will be granted;

(2) 媒体广告，展示会限以甲方授权产品为主，若有其他非授权产品，则不予补助；

#### 12: Product sales and support

##### 12: 产品销售及支援

(1) In order to promote Party B's promotion and sales of Party A's products, Party A shall provide free product brochures;

(1) 为促进乙方推广销售甲方产品，甲方免费提供产品宣传彩页；

(2) During the term of this contract, Party A shall in response to Party B's request, answer or support Party B's product technology or distribution issues;

(2) 于本合同有效期内，甲方应根据乙方请示，回答或者支援乙方有关产品技术或者经销问题；

(3) Party A shall provide each product model catalogue to Party B according to actual needs to promote its sales;

(3) 甲方按照实际需要，提供各项产品型号目录予乙方，以促进其销售；

(4) Delivery and settlement: delivery after signing the contract

(4) 供货与结算：签订合同后发货

#### 13: Delivery and payment

##### 13: 交货与支付货款

By T/T , 30% deposit and 70% balance should be paid before shipment.

下订单后，须预付订单总额的 30% T/T，剩余 70% T/T 之货款到账后发货。

14: Confidentiality responsibility

14: 保密责任

(1) Both parties shall be deemed to be confidential activities for the transaction price and their business, and shall be responsible for confidentiality. The parties shall not disclose to third parties, and the specific information such as (drawing specifications, technical parameters, prices, etc.) shall be kept confidential without the written consent of the other party. The third party shall not be disclosed or delivered. This provision is still valid after the termination of this contract. If there is such behavior, Party A shall be liable for compensation by Party A. Party A's loss and related expenses include reasonable legal fees;

(1) 双方对于交易价格及其营业上应视为机密活动, 担负保密责任, 双方保证不透露给第三方, 具体信息如(图纸规格, 技术参数, 价格等)保密内容, 未经对方书面同意, 不得泄露或交付第三人, 这一规定在本合同终止后依然有效, 如果有此行为造成甲方损失由乙方承担赔偿责任, 甲方的损失费及相关支出包括合理的律师费;

(2) Both parties shall require their employees to abide by the provisions of this article. If a person violates the provisions of this article, it shall be deemed that the party violates the provisions of this article.

(2) 双方应要求其员工遵守本条规定, 若一人违反本条规定者, 视为该方违反本条规定。

15: Valid period

15: 有效期限

This contract is valid from \_\_\_\_\_ year \_\_\_\_\_ month \_\_\_\_\_ day to \_\_\_\_\_ year \_\_\_\_\_ month \_\_\_\_\_ day. If you need to renew your contract, you must negotiate 30 days in advance to determine. If the two parties fail to sign a new contract after the expiration of the validity period, Party A will cease to implement the agency authorization for this contract. 本合同有效期从 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日起至 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日止。届时如需续约, 双方需提前 30 天协商确定, 有效期届满后双方若未签订新的合同, 则停止实施本合同代理授权。

13: Other

13: 其他

(1) The parties to this contract may further negotiate and replenish at any time;

(1) 本合同未尽事宜双方可进一步协商并随时补充;

This contract is in duplicate, each party keeps one copy after signing and sealing on it. From signs the date to become effective. And two copies of which have the equal legal effect.

(2) 本合同一式两份, 甲方和乙方签字盖章后各执一份。自签字之日起生效, 两份具有同等法律效力。

Party A: \_\_\_\_\_

Party B: \_\_\_\_\_

Signing representative: \_\_\_\_\_

Signing representative: \_\_\_\_\_

Signing time: \_\_\_\_\_

Signing time: \_\_\_\_\_

Stamp: \_\_\_\_\_

Stamp: \_\_\_\_\_

甲方(盖章): \_\_\_\_\_

乙方(盖章): \_\_\_\_\_

法人代表人：  
年 月 日

法人代表人：  
年 月 日

## Agreement contract

### 协议合同

#### 1 Products and quality

##### 1 商品及质量

(1) Party A guarantees that the quality of the goods conforms to the national standards, industry standards or the quality standards agreed by both parties.

(1) 甲方保证商品质量符合国家标准，行业标准或者双方约定的质量标准。

#### 2 Business management regulation

##### 2 经营规则

(1) Party A authorizes Party B to act as an agent and is responsible for the sales work in the local area;

(1) 甲方授权乙方为代理商，责任当地区域的销售工作；

(2) Agency conditions: heavy contract, keeping promises, project investment failure and credit guarantee;

(2) 代理条件：重合同，守信用，有项目投资失利和资信保证；

(3) Party B's first batch of products ordered by Party A is 500,000 US dollars; the market guarantee is 100,000 US dollars; Party B will send money to Party A within 15 working days from the date of signing the contract;

(3) 乙方向甲方首批订购产品进货额为 50 万美元；市场保证金 10 万美元；乙方自签订合同之日起，15 个工作日内向甲方汇款；

(4) Contract term, after the contract expires, Party B has the priority to sign the contract with the consent of both parties.

(4) 合同期限，合同到期之后，经双方同意，乙方有优先签约权

(5)

#### 3 Party B's monthly sales return task amount and its assessment criteria

##### 3 乙方的月度销售回款任务量及其考核标准

(1) In order to develop together, Party B must complete the task on time and in accordance with the sales targets agreed by both parties; the second month after the contract becomes effective; Party B's monthly purchase amount is USD 500,000; 6 million US dollars;

(1) 为了共同发展，乙方必须按双方协定的销售目标按时按量完成任务；合同生效当月的第二个月起计算；乙方向甲方每月进货任务额为 50 万美元；年度任务总额 600 万美元；

(2) Party A shall, in accordance with the purchase amount of Party B, provide special promotional items at a rate of 1% of the purchase amount (except as otherwise agreed); Party B shall purchase from Party A at the supply price;

(2) 甲方按照乙方进货金额，按进货金额 1% 有偿提供专用促销物品（另有约定除外）；超

额部分乙方按供应价格向甲方购买;

(3) From the second month after the contract comes into effect, if party b fails to reach 60% of the purchase amount from party a for two consecutive months, party a shall have the right to adjust, suspend or terminate this contract, and party b shall bear the responsibility.

(3) 合同生效当月后的第二个月起计算, 乙方连续 2 个月每月向甲方进货额达不到任务的 60%, 甲方有权调整, 暂停或者终止本合同, 责任由乙方承担。

#### 4 Ordering process and delivery method

##### 4 订货流程及交货方式

(1) Party B shall notify Party A in a formal form 7 days in advance, and the designated person in charge of Party B shall sign and seal it and return it to Party A's headquarters;

(1) 乙方需提前 7 天以正式形式通知甲方, 由乙方指定负责人签字并盖章, 回传至甲方总部;

(2) After receiving the order application, Party A shall send back it to Party B after confirmation, and the colleague shall arrange the preparation for the goods;

(2) 甲方在收到订货申请后, 确认后回传给乙方, 同事安排货物准备工作;

(3) Party B shall first remit the 30% full amount of the payment to the designated account of Party A, and notify Party A to check it. Party A shall notify Party B of the payment after the receipt of the payment;

(3) 乙方先将货款全额的 30% 汇至甲方指定账户, 通知甲方查收, 甲方在查收后通知乙方货款到账;

(4) In order to ensure the punctuality and safety of the goods, Party B may designate the freight forwarding company to carry the goods; Party A shall properly deliver the goods to Party B's carrier in accordance with Party B's requirements;

(4) 为保证货物准时和安全, 乙方可指定货运代理公司承运; 甲方按照乙方要求将货物与乙方承运公司妥善交接;

(5) Party A shall not assume the responsibility for indemnifying any delay or damages incurred by Party B due to force majeure or any delay, interruption or suspension caused by any third party.

(5) 由于不可抗力原因或任何第三者导致的任何延误、中断或暂时中止而使乙方所遭受的任何迟延、损失, 甲方不承担赔偿责任。

(6) Alteration caused by irresistible factors, as well as other matters not mentioned herein, shall be settled through friendly negotiation between both parties.

(6) 由于不可抗力造成的变更或其他未尽事宜, 由双方友好协商解决。

#### 5 Product acceptance

##### 5 产品验收

(1) If Party B has no objection within 3 days after receiving Party A's goods, the responsible person shall sign and seal it back, otherwise, Party B shall be deemed to have no objection;

(1) 乙方在收到甲方货物后 3 日内若无异议, 由负责人签字盖章回传, 否则, 视为乙方无



异议处理:

(2) If Party B has any objection after receiving the goods from Party A, Party B shall notify Party A in writing within 7 days, otherwise Party A shall be deemed to have passed the acceptance.

(2) 乙方在收到甲方货物后若有异议,应在7日内书面形式通知甲方,否则甲方视为验收合格。

## 6 Incentive Policy

### 6 奖励政策

(1) When finished the total sales of the contract task is 100%; return the market deposit of 100,000 US dollars; the redemption time is refunded on the 25th of the first month after the new year;

(1) 完成合同任务销售总额 100%时; 返还市场保证金 10 万美元; 兑现时间为年度后第一个月 25 号返还;

(2) 2% will be returned if over-completed the total sales amount 150%;

(2) 超额完成合同任务销售总额 150%以上返 2%;

(2) 5% will be returned if over-completed the total sales amount 200%;

(3) 超额完成合同销售总额 200%以上返 5%;

(4) Non-return of total sales of uncompleted contract tasks.

(4) 未完成合同任务销售总额的不返利。

## 7 Return and Change products Management Regulations

### 7 退换货管理条例

(1) If Party A gives Party B unconditional return and exchange due to Party A's production quality problem, Party A shall bear the responsibility;

(1) 若因甲方生产质量问题产品,甲方给予乙方无条件退换货,甲方承担责任;

(2) If the goods are overstocked or unsalable due to Party B's reasons, they may not be returned;

(2) 若乙方原因导致库存过剩或者滞销的货品,不得退换;

(3) Any form of return or exchange must be submitted by Party B for return and exchange. After Party A agrees to sign and seal, Party B can return it. Otherwise, Party A has the right to refuse Party B to return the goods. The costs and expenses involved are borne by Party B.

(3) 任何形式退,换货,必须由乙方提出退换货申请,经甲方同意签字盖章后方可退回,否则甲方有权拒收乙方退回货品,所涉及费用和支出均由乙方承担。