

独 家 代 理 协 议
Exclusive Agency Agreement

本协议于/年/月/日由有关双方在平等互利基础上达成，按双方同意的下列条件发展业务关系：

This agreement is made and entered into by and between the parties concerned on _____ (Date) on the basis of equality and mutual benefit to develop business on terms and conditions mutually agreed upon as follows:

1.协议双方

1.The Parties Concerned

甲方：河南省三恒实业有限公司

Party A:Henan Sanheng Industrial Co., Ltd.

乙方： _____

Party B:_____

地址：河南省巩义市

Add: Gongyi, Henan 地址： _____

Add:_____

电话： 86+0371+53395807

Tel: 86+0371+53395807

电话： _____

Tel: _____

传真：

Fax: 传真： _____

Fax:_____

2.委任

2.Appointment

甲方指定乙方为其独家代理，为第三条所列商品从第四条所列区域的顾客中招揽订单，乙方接受上述委任。

Party A hereby appoints Party B as its Exclusive Agent to solicit orders for the Commodity stipulated in Article 3 from customers in the Territory stipulated in Article 4, and Party B accepts and assumes such appointment.

3.代理商品： 电线电缆

3.Commodity: Electric wire and cable

4. 代理区域：

4. Territory: In Chile and Bolivia only.

5. 支付条款： 预付总货值 30%，余下 70%货款发货前付清。

5. Payment Terms: 30% T/T in advance and the balanced 70% shall be paid before the shipment..

6. 甲方责任

6. Responsibility of Party A

甲方必须按照乙方要求生产产品，若甲方未能按照乙方要求生产，中间因调货、退货产生的所有费用由甲方承担。

Party A shall produce the commodity in accordance with the request of Party B, if not, Party A shall pay all the costs in the process of the transfer.

7. 最低业务量

7. Minimum Turnover

乙方同意，在本协议有效期内从上述代理区域内的顾客处招揽的电线电缆产品的订单数量从协议签订期起一年内销售额不得低于人民币 500 万或美元 80 万。若乙方未能完成合同规定的销售额，甲方有权单方面终止本合同或者在其代理区域更换新的代理。

Party B shall undertake to solicit orders for the above commodity from customers in the above territory during the effective period of this agreement. From a period of agreement, Annual sales shall not be less than RMB 5,000,000 or USD 800,000. If Party B fails to complete the sales in accordance with the provisions of the contract. Party A has the right to cancel this agreement unilaterally or to add new agent in the agency area.

8. 年终分红

8. Year-end bonus

若乙方在合同期限内完成销售定额，甲方按发票售价向乙方支付_2_%的分红，分红将在每年 12 月 31 日前后一周内向乙方支付。若乙方未能完成合同规定的销售额，甲方将不予支付乙方条款 8 规定的分红。

If Party B complete the sales within the period stipulated in the contract. Party A shall pay Party B a year-end bonus of 2 % on the invoiced selling price on December 31th of each year. If Party B fails to complete the sales in accordance with the provisions of the contract, Party A will not pay the bonus to Party B which stipulated by Article 8.

9. 商情报告

9. Market Report

为了更好地协助乙方开发市场，甲方应该向乙方提供公司资质，宣传资料，以及价格表。乙方应至少每季度一次或在必要时随时向甲方提供市场报告，内容包括与本协议代理商品的进口与销售有关的地方规章的变动、当地市场发展趋势以及买方对甲方按协议供应的货物的品质、包装、价格等方面的意见。

In order to better assist the Party B to develop market, Party A shall offer Party B company certificates, publicity materials and price list. Party B shall supply Party A, at least once a quarter or at any time when necessary, with market reports concerning changes of the local regulations in connection with the import and sales of the Commodity covered by this agreement, local market tendency and the buyer's comments on quality, packing, price, etc. of the goods supplied by Party A under this agreement.

10. 工业产权

10. Industrial Property Rights

在本协议有效期内，为销售本协议项下的代理商品，乙方可以使用甲方拥有的商标，并承认使用于或包含于代理商品中的任何专利商标、版权或其他工业产权为甲方独家拥有。一旦发现侵权，乙方应立即通知甲方并协助甲方采取措施保护甲方权益。

Party B may use the trade-marks owned by Party A for the sale of the Commodity covered herein within the validity of this agreement, and shall acknowledge that all patents, trademarks, copy

rights or any other industrial property rights used or embodied in the Commodity shall remain to be the sole properties of Party A. Should any infringement be found, Party B shall promptly notify and assist Party A to take steps to protect the latter's rights.

11. 协议有效期

11. Validity of Agreement

本协议经有关双方如期签署后生效, 有效期为 12 个月, 从 年 月 日至 年 月 日。除非作出相反通知, 本协议期满后将延长 12 个月。

This agreement, when duly signed by the both parties concerned, shall remain effect for 12 months from _____(date) to _____(date), and it shall be extended for another 12 months upon expiration unless notice in writing is given to the contrary.

12. 协议的终止

12. Termination

在本协议有效期内, 如果一方被发现违背协议条款, 另一方有权终止协议。

During the validity of this agreement, if either of the two parties is found to have violated the stipulations herein, the other party has the right to terminate this agreement.

13. 不可抗力

13. Force Majeure

由于水灾、火灾、地震、干旱、战争或协议一方无法预见、控制、避免和克服的其他事件导致不能或暂时不能全部或部分履行本协议, 该方不负责任。但是, 受不可抗力事件影响的一方须尽快将发生的事件通知另一方, 并在不可抗力事件发生 15 天内将有关机构出具的不可抗力事件的证明寄交对方。

Either party shall not be responsible for failure or delay to perform all or any part of this agreement due to flood, fire, earthquake, drought, war or any other events which could not be predicted, controlled, avoided or overcome by the relevant party. However, the party affected by the event of Force Majeure shall inform the other party of its occurrence in writing as soon as possible and thereafter shall send a certificate of the event issued by the relevant authorities to the other party within 15 days after its occurrence.

14. 争议解决

14. Dispute Resolution

因凡因本合同引起的或与本合同有关的任何争议, 双方应首先尝试友好协商解决。如果一方向另一方发出协商通知之日起三十日内, 争议仍未得到解决, 则应将争议提交中国国际经济贸易仲裁委员会上海分会, 按照申请仲裁时该会实施的仲裁规则进行仲裁。仲裁裁决是终局的, 对双方均有约束力。

Any dispute arising from or in connection with this agreement shall first be attempted to be resolved through discussions and consultations between the Parties in good faith. If the dispute remains unresolved upon expiration of 30 days after written notice has been sent by one Party to the other Party, the dispute shall be submitted to China International Economic and Trade Arbitration Commission, Shanghai Sub-Commission for arbitration, which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both Parties.

15. 语言

15. Language

本合同以中英文书就, 如中英文内容存在不一致, 已中文为准

This agreement is made in both Chinese and English. In the event of any discrepancy between the

two versions, the Chinese version shall prevail.

16. 管辖法律

16. Governing Law

本协议受中华人民共和国法律管辖并按中华人民共和国法律解释。

This agreement shall be governed, construed and interpreted in accordance with the laws of the People's Republic of China.

双方于文首日期签署本独家代理协议。

The parties have executed this Exclusive Agency Agreement on the date first written above.

甲方：（盖章）河南省三恒实业有限公司

Party A: Henan Sanheng Industrial Co.,Ltd.

授权代表人：

Authorized Representative:

（签字） 乙方：（盖章）

Party B:

授权代表人：

Authorized Representative:

【姓名】（签字）