



独家代理协议

EXCLUSIVE AGENCY AGREEMENT

本协议于 2017 年 4 月 12 日 在 山东省聊城市高唐县 (地点) 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 12/04/2017 (Date) in Liaocheng, Shandong (Place) 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 The Parties Concerned

甲方: 山东九路泊车设备股份有限公司

Party A: Shandong Jiuroad Parking Equipment Co., Ltd.

地址: 中国山东省聊城市高唐县人和街道办事处和安社区卢田楼村北段

Address: North of Lutian Village, Peace Community, Renhe Sub-district Office, Gaotang County, Liaocheng, Shandong Province, China

电话 Tel: 86-635-3672889 传真 Fax: 86-635-3673899

乙方: NN and SS Limited

Party B: NN and SS Limited

地址: ROXBURGHE HOUSE, 273-287 REGENT STREET, LONDON, ENGLAND, W1B 2HA.

Address: ROXBURGHE HOUSE, 273-287 REGENT STREET, LONDON, ENGLAND, W1B 2HA.

电话 Tel: 44 (0) 845 8726660/3458726660

传真 Fax: 44 (0) 845 8726661/3458726661

2. 委任 Appointment

甲方指定乙方为其产品经销商, 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 Agent to solicit orders for the commodity stipulate in Article 3 from customers in the territory stipulated in Article 4, and Party B accepts and assumes such appointment.

3. 商品 Commodity

垂直循环类智能立体停车设备 Rotary Parking System





对甲方按协议供应的货物的品质、包装、价格等方面的意见。乙方还承担向甲方提供其他供应商类似商品的报价和广告资料。

In order to keep Party A well informed of the prevailing market conditions, Party B should undertake to 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. Party B shall also supply party A with quotations and advertising materials on similar products of other suppliers.

9. 广告及费用 Advertising and Expenses

乙方负担本协议有效期内在英国销售商品做广告宣传的一切费用,并向甲方提交所用于广告的声像资料,供甲方事先核准。 Party A shall bear all expenses for advertising and publicity in connection with the commodity in question in The United Kingdom within the validity of this agreement, and shall submit to Party A all audio and video materials intended for advertising for prior approval.

10. 政府部门间的交易 Transactions between Governmental Bodies

在甲、乙双方政府部门之间达成的交易不受本协议条款的限制,此类交易的金额也不应计入第五条规定的最低业务量。

Transactions concluded between government bodies of Party A and Party B shall not be restricted by the terms and conditions of this agreement, nor shall the amount of such transactions be counted as part of the turnover stipulated in Article 5.

11. 工业产权 Industrial Property Rights

在本协议有效期内,为销售垂直循环类智能立体停车设备,乙方可以使用甲方拥有的商标,并承认使用于或包含于产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 Rotary Parking System 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 Rotary Parking System 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.

12. 协议有效期 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 2017 年 4 月 12 日至 2018 年 4 月 11 日。

This agreement, when duly signed by the both parties concerned, shall remain effect for 12 months



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4. 区域 Territory

英国 The United Kingdom

5. 最低业务量 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上述商品的订单金额每年不低于 50 万美元。

Party B shall undertake to solicit orders for the above commodity value amount from customers in the above territory during the effective period of this agreement for not less than 500,000 \$ /Year, Total Said in U.S. DOLLARS FIVE HUNDRED THOUSAND ONLY

6. 价格与支付 Price and Payment

每一笔交易的货物价格应由乙方与买主通过谈判确定, 并须经甲方最后确认。付款方式: 每笔合同签订后, 银行电汇付款货值的 30%, 70%尾款可以发货前电汇付款或者即期不可撤销信用证。

The price for each individual transaction shall be fixed through negotiations between Party B and the buyer, and subject to Party A's final confirmation.

PAYMENT: 30%T/T in advance, the 70% balance can be paid by T/T before loading or by At Sight Irrevocable L/C

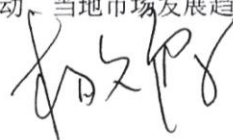
7. 独家代理权 Exclusive Right

基于本协议授予的独家代理权, 甲方不得直接或间接地通过乙方以外的渠道向 英国 顾客销售或出口第三条所列商品, 乙方不得在英国经销、分销或促销与上述商品相竞争或类似的产品, 也不得招揽或接受以到英国以外地区销售为目的的订单, 在本协议有效期内, 甲方应将其收到的来自英国其他商家的有关代理产品的询价或订单转交给乙方, 乙方需要每月向甲方汇报跟进情况。

In consideration of the exclusive rights granted herein, Party A shall not, directly or indirectly, sell or export the commodity stipulated in Article 3 to customers in The United Kingdom through channels other than Party B; Party B shall not sell, distribute or promote the sales of any products competitive with or similar to the above commodity in The United Kingdom and shall not solicit or accept orders for the purpose of selling them outside The United Kingdom. Party A shall refer to Party B any enquiries or orders for the commodity in question received by Party A from other company in The United Kingdom during the validity of this agreement, and Party B shall report follow-up timely to Party A every month.

8. 商情报告 Market Report

为使甲方充分了解现行市场情况, 乙方承担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





SHANDONG JIUROAD PARKING EQUIPMENT CO., LTD

WWW.JIU-ROAD.COM

from 12/4/2017 (date) to 11/4/2018(date).

13. 协议的终止 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.

14. 不可抗力 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, draught, war or any other events which could not be predicted, controlled, avoided or overcome by the relative 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 send a certificate of the event issued by the relevant authorities to the other party within 15 days after its occurrence.

15. 仲裁 Arbitration

因凡因本合同引起的或与本合同有关的任何争议，均应提交中国国际经济贸易仲裁委员会华南分会，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 contract shall be submitted to China International Economic and Trade Arbitration Commission, South China 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.

甲方：山东九路泊车设备股份有限公司

Party A: Shandong Jiuroad Parking Equipment Co., Ltd

Sign & Seal:



乙方：NN and SS Limited

Party B: NN and SS Limited

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