

代理商合同

AGENT DEALER CONTRACT

美国：MAXTOR
AND

XX 国：

经销代理商合同

DISTRIBUTOR AND AGENT CONTRACT

根据平等自愿、互惠互利的原则，为协调双方关系，明确双方责任，确保双方利益，经双方友好协商，特订立本合同，以表共同遵守。

In accordance with the principles of equality, voluntariness, mutual benefit, and in order to coordinate the relationship between the parties, clarify the responsibilities of both parties and ensure the interests of both parties, the parties hereby enter into this contract through friendly negotiation for the purpose of mutual compliance.

第一条 产品和价格 Article 1 Products and prices

1、产品：指甲方经营的产品 美国的碧根果、坚果、农产品、鸡肉产品、海鲜产品、所有大宗商品等等。

1. Products: refers to the products operated by Party A, such as pecans, nuts, agricultural products, chicken products, seafood products, all bulk commodities, etc.

2、价格 Price:

①单价是甲方协定的价格，此单价是最终单价。

① The unit price is the price agreed by Party A, and this unit price is the final unit price.

②详见（附件一）经甲方加盖公章的报价表（在甲方官网上下载即可）。

② Please refer to the quotation form affixed with Party A's official seal (download it on Party A's official website).

3、如甲方调整价格，甲方应提前 15 天通知乙方，乙方根据实际情况合理安排销售，乙方按甲方给予的调整后的产品价格执行。

3. If Party A adjusts the price, Party A shall notify Party B 15 days in advance. Party B shall make

reasonable sales arrangements according to the actual situation, and Party B shall implement the product price adjusted by Party A.

第二条 代理商确立和界定 Article 2 Establishment and definition of the agent

1、在本合同有效期内，甲方授权乙方在指定区域的特约经销代理商，乙方愿意接受并承担此项授权。

1. During the validity of this Contract, Party A authorizes Party B to be a special distribution agent in the designated territory, and Party B is willing to accept and undertake such authorization.

2、甲方授权乙方代理区域为：（XXX 区域总代理）其他区域未经甲方书面认可，乙方不得擅自开发，否则视为违约。经销范围：全球。

2. Party A authorizes Party B to act as an agent in the following areas: (XXXXXXXXXX) Without written approval of Party A, Party B shall not develop other areas without authorization, otherwise it shall be deemed as breach of contract. Distribution scope: worldwide.

3、甲乙双方签约前，双方应相互提供合法、齐全、有效的企业资质证照、相关企业综合材料、企业网站和必备的商品销售手续、证明，并保证对所提供文件的合法性和有效性负全部责任。

3. Before signing the contract, both parties shall provide legal documents to each other. Complete. Valid enterprise qualification certificate, related enterprise comprehensive materials, enterprise website and necessary commodity sales procedures. Certify and guarantee full responsibility for the legality and validity of the documents provided.

4、代理保证金：在代理甲方生产的产品销售的时候，欲求成为甲方的代理经销商，乙方需要向甲方缴纳代理费 200 万（人民币）作为保证金，该保证金在代理商授权到期时自动退还乙方账户之中，如代理期限顺延，则代理保证金存续。代理费在双方签订本合同 3-5 个银行工作日内，乙方将代理保证金，以现金的形式金支付到，甲方企业账户中，也可以在乙方产生真实交易后，在业务成交后的奖金中扣除。

4. Agency deposit: When selling products produced by Party A on behalf of Party A, Party B shall, in order to become Party A's agent dealer, pay an agency fee of RMB 2 million (RMB) to Party A as a deposit, which will be automatically returned to Party B's account when the authorization of the agent expires. If the agency term is extended, the agency deposit will continue. Party B shall pay the agency deposit in the form of cash to Party A's business account within 3-5 bank working days after the signing

of this Contract by both parties. Party B may also deduct the agency deposit from the bonus after the transaction is completed after Party B has made a real transaction.

5、在代理非甲方生产的产品销售的时候，欲求成为甲方的代理经销商，乙方不需要向甲方缴纳代理费，按照甲方的销售方案执行销售工作，甲方可代理乙方收付货款，分流奖金、安排货代等。

5. If Party B wants to be Party A's agent and distributor when selling products not produced by Party A, Party B does not need to pay agency fee to Party A and executes sales work according to Party A's sales plan. Party A may collect and pay payment for goods, distribute bonus and arrange freight forwarding on behalf of Party B.

第三条 支付方式、奖金制度 Article 3 Payment method and bonus system

1、支付方式：执行（现款现货与全额 DLC\SBLC 信用证）、款到发货，甲方必须发货到乙方指定地点。乙方所有货款必须直接汇往甲方以加盖公章为准的指定账户，若乙方将货款汇至或现金交到非甲方指定处，甲方不承担由此产生的任何问题和责任。

1. Payment method: Execution (cash spot and full DLC\SBLC letter of credit), payment on delivery, Party A must deliver to the place designated by Party B. Party B shall directly remit all the payment for goods to Party A's designated account with official seal. If Party B remits the payment for goods to or pays cash to a place other than Party A's designated place, Party A shall not assume any problems or responsibilities arising therefrom.

2、奖金制度：代理商每完成 1 个年度订单，甲方根据奖励政策，为乙方发放奖金，相关奖金政策见附件。（在甲方官网上下载即可）

2. Bonus system: For each annual order completed by the agent, Party A shall pay bonus to Party B according to the bonus policy, which is attached. (Download on Party A's official website)

第四条 市场推广 Article 4 Market Promotion

1、产品市场价格体系由甲方定价，与其他区域保持一致，乙方不得恶意降价销售，扰乱市场秩序。

1. The product market price system shall be set by Party A and shall be consistent with that of other regions. Party B shall not maliciously reduce the price of the product to disrupt market order.

2、乙方与甲方的品牌形象宣传以双方官方网站为主，经甲乙双方意见达成一致，甲乙双方在各自官网上为其建立企业链接相互推广。

2. The brand image publicity of Party B and Party A shall be mainly carried out on the official websites of both parties. Upon agreement reached by both parties, Party A and Party B shall establish corporate links on their respective official websites for mutual promotion.

第五条. 甲方责任 Article 5 Responsibilities of Party A

1、甲方保证产品符合国际与国家规定的质量标准。

1. Party A guarantees that the products comply with international and national quality standards.

2、如产品在销售中出现质量问题或被消费者投诉，甲方应负责跟踪调查处理，因甲方原因导致的质量问题，甲方负责所产生的法律责任，其相关损失费用由甲方承担。

2. Party A shall be responsible for tracking, investigating and handling any quality problems or consumer complaints arising from the sale of the products. Party A shall be responsible for the legal liabilities arising from the quality problems caused by Party A and bear the related losses and expenses.

3、甲方应尽力配合支持乙方开展产品的各项销售推广活动。

3. Party A shall do its best to support Party B in carrying out various sales and promotion activities for the products.

(1) 甲方有责任协助乙方制定产品市场推广策划方案。

(1) Party A shall be responsible for assisting Party B in formulating product marketing planning.

(2) 甲方有义务参与乙方进行的产品推广活动。提供及时的售前、售后服务。

(2) Party A is obliged to participate in product promotion activities conducted by Party B. Provide timely pre-sales. After-sales service.

(3) 甲方委派指定专属业务人员配合乙方的市场推广工作。

(3) Party A shall appoint dedicated business personnel to cooperate with Party B's marketing work.

(4) **考察与访问说明 Study and visit instructions :**

1、符合来访的条件：在双方签订代理商合同，乙方向甲方缴纳代理费之后或者甲方（卖方）在收到乙方（买方）全额信用证之后，方可向甲方（卖方）提交来访申请。

1. Meet the conditions for visit: The application for visit shall not be submitted to Party A (seller) until the agent contract is signed by both parties and Party B pays the agency fee to Party A or Party A (seller) receives the full letter of credit from Party B (Buyer).

2、来访办理流程：在符合以上两点的情况下，乙方（买方）向甲方（卖方）提交来访申请表，并附上拜访函，在甲方（卖方）收到来访申请表与拜访函，在 3-5 个工作日内向乙方（买方）发出商务邀请函用于乙方（买方）办理签证，当乙方（买方）办理好签证，将机票发给甲方（卖方），甲方（卖方）按照飞机落地时间赴机场派专人专车接待乙方（买方）代表，赶赴养殖场参观与考察。在乙方（买方）来访期间所有交通费、食宿费用均需自理。美国本土客户来访，流程不变。

2. Visit procedure: If the above two points are met, Party B (the buyer) shall submit the application form for visiting Party A (the seller) and attach the visiting letter. After Party A (the seller) receives the application form and the visiting letter, Party B (the buyer) shall issue a business invitation letter to Party B (the buyer) within 3-5 working days for Party B (the buyer) to apply for the visa. When Party B (the buyer) completes the visa application, Party B (the buyer) shall issue the air ticket to Party A (the seller). Party A (seller) shall send a special car to receive the representative of Party B (buyer) at the airport according to the landing time of the plane, and rush to visit and investigate the breeding farm. During the visit of Party B (Buyer), all transportation expenses, accommodation expenses shall be borne by Party B. American customers visit, the process remains the same.

3、拒绝来访的情况：养殖场在疫情期间、在封闭消杀期间、在政府禁令期间，禁止申请来访，可申请延期来访。种植场来访不收限制。

3. Refusal to visit: During the epidemic period, during the closure period and during the government ban, the farm is prohibited from applying for a visit, and can apply for an extension of the visit. There are no restrictions on plantation visits.

第六条 乙方责任 Article 6 Responsibilities of Party B

1、乙方应积极销售甲方产品，完成以下销售任务，若连续6个月任务不达标的，甲方有权取消本合同。

1. Party B shall actively sell Party A's products and complete the following sales tasks. If the tasks fail to meet the requirements for six consecutive months, Party A shall have the right to cancel this Contract.

①鸡肉产品（不分部位与级别）：2025年2月16日至2026年2月16日为乙方的推广期，在推广期间内，总订购量必须达到120货柜。

① Chicken products (regardless of parts and grades) : Party B's promotion period is February 16, 2025, February 16, 2026, during which the total order quantity must reach 120 containers.

②碧根果：（不分品种与级别）：2025年2月16日至2026年2月16日为乙方的推广期，在推广期间内，总订购量必须达到1200吨。

② Pecan fruit: (regardless of variety and grade) : February 16, 2025, February 16, 2026 shall be the promotion period of Party B, during the promotion period, the total order quantity must reach 1200 tons.

③其他大宗商品：（不分品种与级别）：2025年2月16日至2026年2月16日为乙方的推广期，在推广期间内，总订购量必须达到120吨。

③ Other bulk commodities: (regardless of variety and grade) : February 16, 2025, February 16, 2026 shall be Party B's promotion period, during which the total order quantity must reach 120 tons.

2、顺价销售：保证市场的健康发展，乙方必须严格按照合同所规定的价格体系销售产品。特殊情况下必须与甲方共同协商制定，但不得过低价或过高价销售，影响甲方产品在该区域的市场竞争力，扰乱市场。

2. Sales with reasonable price: To ensure the healthy development of the market, Party B must sell the products in strict accordance with the price system stipulated herein. Under special circumstances, the product shall be made through consultation with Party A, but shall not be sold at too low a price or too high a price, which may affect the market competitiveness of Party A's products in the region or disturb the market.

3、必须在此合同规定的授权区域范围内销售，乙方不得出现低价串货行为。

3. Party B shall sell the goods within the authorized territory stipulated in this Contract, and Party B shall not engage in any act of cross-selling at low prices.

4、乙方有义务无条件维护甲方的形象和声誉，如乙方故意或过失销售假冒、伪劣甲方的任何产品，甲方保持终止本合同的权力，如因此而给甲方造成损失，甲方有权向乙方追究有关法律责任，并由乙方赔偿一切经济损失。

4. Party B shall be obliged to unconditionally maintain Party A's image and reputation. If Party B intentionally or negligently sells any counterfeit or shoddy products of Party A, Party A shall have the right to terminate this Contract. If Party A suffers any loss as a result of this, Party A shall have the right to hold Party B accountable for relevant legal liabilities and Party B shall compensate for all economic losses.

5、乙方不能销售与甲方同类档次、同类价位的其它公司产品。

5. Party B shall not sell products of other companies of the same grade and price as Party A.

6、乙方必须主推甲方产品，并将甲方产品在专柜作重点体现，在相应显眼处张贴甲方产品的宣传画。

6. Party B shall mainly promote Party A's products, highlight Party A's products in the counter, and post posters of Party A's products in the corresponding prominent places.

第七条. 甲方知识产权的正确使用和保护

Article 7. Proper use and protection of Party A's intellectual property rights

经甲方授权，乙方在市场推广、广告宣传制作、使用促销品的，要正确使用甲方的商标权、专利权、著作权及企业名称专用权等知识产权，如有虚假宣传和不规范使用导致有关职能部门处罚所给甲方造成的经济损失均由乙方向甲方赔偿。同时乙方使用的促销品也不得侵犯他人的商标权、专利权、著作权及企业名称专用权等知识产权，如有侵犯他人权利而给甲方造成的经济损失也由乙方向甲方赔偿。

Authorized by Party A, Party B shall correctly use Party A's trademark right, patent right, copyright, exclusive right to use enterprise name and other intellectual property rights in marketing, advertising and publicity, and shall compensate Party A for any economic losses caused to Party A by false advertising and improper use resulting

in punishment by relevant functional departments. At the same time, the promotional products used by Party B shall not infringe the trademark right, patent right, copyright, exclusive right to use enterprise name and other intellectual property rights of others. If Party B infringes the rights of others and causes economic losses to Party A, Party B shall also compensate Party A.

第八条 违约责任 Article 8 Liability for breach of contract

乙方无明显开拓市场的积极性，市场开发不力，并完成不了合同约定的销售任务的，甲方有权单方面解除本合同。

If Party B has no obvious enthusiasm to explore the market, fails to develop the market and fails to complete the sales task agreed herein, Party A shall have the right to terminate this Contract unilaterally.

乙方恶性降价倾销，扰乱甲方市场，甲方有权不予发货，如乙方发现甲方所管辖区域其他卖场出现蓄意降价销售（除店庆、促销活动外）给乙方造成的损失，甲方以销售补差形式赔偿。

Party A shall have the right to refuse to deliver the goods. If Party B finds that other stores in the territory under Party A's jurisdiction intentionally sell at reduced prices (except for store celebrations and promotional activities), Party A shall compensate Party B in the form of sales gap.

第九条. 售后责任 Article 9. After-sale liability

乙方所销售的甲方产品如出现质量问题的，经甲方检验后确定是属于甲方责任的情况下可进行以货换货，来回运费由甲方负责。

If there is any quality problem with Party A's products sold by Party B, Party A may exchange the products with Party B if it is determined that Party A is responsible after inspection, and Party A shall be responsible for the freight.

第十条 保密事项 Article 10 Confidentiality matters

1、合同期间和合同解约后，乙方对甲方提供给乙方的企业、产品、市场调查、营销计划等有关资料，应作为机密文件处理，永久性不得向任何第三方人员透露。

1. During the term of the Contract and after termination of the Contract, Party B shall treat the

relevant materials of the enterprise, products, market research and marketing plan provided to Party B by Party A as confidential documents and shall not permanently disclose them to any third party personnel.

2、乙方泄露上述资料，甲方有权单方面解除本合同，如因此给甲方造成损失的，甲方有权向乙方追究相关法律责任，并由乙方赔偿一切经济损失。

2. If Party B divulges the above information, Party A shall have the right to unilaterally terminate the Contract. In case of any loss caused to Party A, Party A shall have the right to hold Party B liable and Party B shall compensate for all economic losses.

第十一条. 其他约定事项 Article 11. Other agreed matters

1、甲方任何代表不得擅自以甲方的名义从乙方借贷或借资，如乙方同意甲方的借贷或借资要求，则视为乙方和甲方代表个人来往，属于甲方代表的个人行为，其造成的后果与甲方无关，甲方无连带责任。

1. Any representative of Party A shall not borrow goods or funds from Party B in the name of Party A without authorization. If Party B agrees to the request of Party A to borrow goods or funds, it shall be deemed as personal communication between Party B and the representative of Party A, which belongs to the personal behavior of the representative of Party A, and the consequences caused by it have nothing to do with Party A and Party A shall not be jointly and severally liable.

2、本合同的附件以及甲乙双方在合同生效后签订并盖章的所有补充条款，均为本合同的有效组成部分，与本合同具有同等法律效力。

2. The attachments hereto and all supplementary clauses signed and sealed by both parties after the Contract comes into force shall be the effective part of the Contract and have the same legal effect as the Contract.

3、甲乙双方的各种往来函件如要货计划、传真、信函、电子邮件、报告等书面材料，作为合同的自然补充，函件送达对方后，对方应在 15 个工作日内给予回复，否则视为默认。签章并盖章的函件具有本合同同等的法律效力。

3. Any correspondence between Party A and Party B requiring written materials such as cargo plan, fax, letter, email, report, etc. as a natural supplement to the Contract shall be sent to the other party

within 15 working days, otherwise it shall be deemed as tacit agreement. The signed and sealed letter shall have the same legal effect as this Contract.

第十二条. 合同转让 Article 12. Assignment of contract

本合同任何一方在未征得的另一方书面同意之前, 不得将本合同规定的权利和义务转让给第三者。

Neither party hereto shall assign its rights and obligations hereunder to any third party without the written consent of the other party.

第十三条. 争议解决 Article 13. Dispute settlement

本合同履行过程中引起的争议, 双方应平等、友好协商、协商不成, 由签约所在地的司法机构裁决。

Any dispute arising from the performance of this Contract shall be settled by the judicial authority of the place where the contract is signed through equal and friendly negotiation.

第十四条. 合同生效及执行期限 Article 14 Term of validity and execution of the contract

1. 本合同自甲、乙双方签字、盖公章之日起生效。

1. This Contract shall come into force upon being signed and sealed by both parties.

2. 本合有效期自 2025 年 2 月 16 日至 2026 年 2 月 16 日止。到期可续签。

2. This agreement is valid from February 16, 2025 to February 16, 2026. It can be renewed when it expires.

3. 本合同一式贰份, 甲乙双方各执壹份, 具有同等法律效力。

3. This contract is made in two originals, with one held by each party and both originals shall be equally authentic.

签章处 Signature

甲方 Party A （盖章 Seal）：	乙方 Party B （盖章 seal）：
MAXTOR AGRICULTURE CO., LLC	
法人 Legal person: LI YI 李 羿 负责人 Person in charge: LIJUBXIU 李俊秀 电话 Tel: +86 13717009001 电子邮箱 Email : maxtor95@qq.com	

签约日期：2025 年 2 月 16 日星期日