

## Agent Agreement

**Party A: ZHENGZHOU JINGGONG TECHNOLOGY CO., LTD.**

**Address: Chuangye Road ,Gaoshan Town , Zhengzhou, China.**

**Tel: 0086-371-55659925**

**Fax: 086-371-55659926**

**PartyB:**

**Address:**

**Tel:**

**Fax:**

This Agreement is made and entered into between Party A and Party B on the terms and conditions set forth below:

### **I. General**

1. Party A grants Party B the agency rights for selling all equipment in \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_. The agreement may be renewed by mutual consent one month prior to expiry. Party B has renewal priority if sales targets are met. Party A may not terminate without due cause.
2. During the term of this Agreement, Party B shall achieve an annual sales target of \_\_\_\_\_ (excluding spare parts).
3. After obtaining the agent's right, Party B should have a standardized office and professional employees, and establish a unified sales network.
4. Party A shall notify Party B in writing of any price adjustments during the term of this Agreement. Existing prices shall remain valid until both parties agree to an updated agent agreement.
5. Both parties shall maintain strict confidentiality of all business, technical, and client information exchanged during cooperation. Disclosure to any third party requires prior written consent.

### **II. Rights and Obligation of Party A**

1. Party A shall issue an Authorization Certificate to Party B to formalize the agency relationship.
2. Party A shall provide product training for Party B's employees at its facility in Zhengzhou for a period of 15 days, twice per year. Party A shall cover training, local transportation, board, and lodging expenses; all other costs shall be borne by Party B.
3. Party A shall supply Party B with English versions of product brochures, operation manuals, and technical service and maintenance documentation.
4. Party A shall provide necessary product images, videos, and advertising templates to assist Party B in producing promotional materials.
5. Party A shall be responsible for equipment installation and after-sales services, with costs specified in relevant contracts.
6. Party A shall supply products and spare parts to Party B at agent prices.
7. Party A may require Party B to adhere to designated pricing. All products supplied by Party A shall conform to Chinese National and Industry Standards.

**III. Rights and Obligation of Party B**

1. Party B shall actively conduct sales operations within the designated region and maintain a sales team of no fewer than three people.
2. Party B shall provide monthly market feedback and business progress reports to Party A, including basic sales and regional market information, no later than the 25th of each month. A written quarterly report on product marketing and business progress shall also be submitted.
3. Party B shall advertise and promote the products within the assigned region and participate in at least two relevant exhibitions annually. Promotional activities in local media are required. Party B is encouraged to maintain at least one set of Party A's best-selling products for demonstration purposes.
4. Should Party B require marketing or technical support from Party A—such as for negotiations, project management, or market development—Party B shall provide office space, accommodation, local transportation, and meals at no cost to Party A.
5. Party B shall conduct continuous promotion of the agent products each year, and all promotional channels must clearly indicate the agency relationship with ZZJG.

**IV. Termination**

This Agreement may be terminated under the following circumstances:

1. Party B fails to achieve the sales targets stipulated herein.
2. Party A supplies products with significant quality defects.

**V. Validity of Agreement**

This Agreement is valid for two years. Party B gains renewal priority by achieving  $\geq 60\%$  of the annual sales target; otherwise, Party A may revoke its agency rights.

**VI. Secrecy and Confidentiality Clause**

Both parties shall keep confidential all business secrets—including operations, technical data, and pricing—during and three years after this Agreement.

**VII. Force Majeure**

Neither party shall be liable for non-performance due to force majeure, including war, natural disasters, government actions, or other uncontrollable events. Occurrence must be certified by competent authorities.

**VIII. Dispute Resolution**

Any dispute relating to this agreement shall first be resolved through friendly negotiation. If unresolved, it shall be submitted to the Hong Kong Arbitration Court for a final and binding ruling. The losing party shall bear arbitration fees. During arbitration, both parties shall continue performing unaffected contract terms

**Party A**

Signature

Date

For and on behalf of

**Party B**

Signature

Date:

For and on behalf of

**ZHENGZHOU JINGGONG TECHNOLOGY CO., LTD.**