Exclusive Agency Agreement

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

1. The Parties Concerned Party A:\_\_\_\_\_\_\_\_ Party B:\_\_\_\_\_\_\_\_
2. Party A hereby appoints Party B as its Exclusive Agent to solicit orders for thecommodity stipulate in Article 3 from customers in the territory stipulated in Article 4,and Party B accepts and assumes such appointment.
3. Commodity :
4. Territory: In \_\_\_\_\_\_\_\_\_\_（for example: Guangzhou）only.
5. Party B shall undertake to solicit orders for the above commodity from customers in the above territory during the effective period of this agreement for not less than RMB\_\_\_\_\_\_\_\_\_.
6. Price and Payment:
7. In consideration of the exclusive rights granted herein, Party A shall not, directly or indirectly, sell or export the commodity stipulated in Article 4 to customers in territorythrough 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 territory and shall notsolicit or accept orders for the purpose of selling them outside territory. Party A shall refer to Party B any enquiries or orders for the commodity in question received by Party A from other firms in territory during the validity of this agreement.
8. Party A shall bear all expenses for advertising and publicity in connection with thecommodity in question in area within the validity of this agreement, and shall submit to PartyA all audio and video materials intended for advertising for prior approval.
9. Party B may use the trade-marks owned by Party A for the sale of the Automobile paint 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 theAutomobile paint 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'srights.
10. This agreement, when duly signed by the both parties concerned, shall remain effect for \_\_\_\_\_ months from \_\_\_\_\_\_\_\_（date） to \_\_\_\_\_\_\_\_（date）.
11. 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.
12. Force Majeure

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.

1. Inspection and Acceptance

Promptly upon the receipt of a shipment of Products, Distributor shall examine the shipment to determine whether any item or items included in the shipment are in short supply, defective or damaged. Within \_\_\_\_\_\_\_\_\_\_ days of receipt of the shipment, Distributor shall notify Supplier in writing of any shortages, defects or damage, which Distributor claims existed at the time of delivery. Within \_\_\_\_\_\_ days after the receipt of such notice, Supplier willinvestigate the claim of shortages, defects or damage, inform Distributor of its findings, anddeliver to Distributor Products to replace any which Supplier determines, were in short supply, defective or damaged at the time of delivery.

1. Any dispute arising from or in connection with this contract shall be submitted to court where is Party A is located, 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.