**产品代理合约**

Product Agency Contract QA

QA

立合约人：(下称“甲方”）

Contractor: (hereinafter referred to as "Party A") QA

(下称“乙方”）

(hereinafter referred to as "Party B") QA

甲方因业务需要，选任乙方作为甲方特定产品于代理区域内之代理商，双方经过充分协商，同意条款如下:

Party A chooses Party B as the agent of Party A's specific products in the agency area for business needs. After full consultation, both parties agree to the following terms: QA

第一条定义

Article 1 Definition QA

除本合约另约定者外，下列词语涵义如下：

Except as otherwise stipulated in this Contract, the following words have the following meanings: QA

1.1 “产品”系指乙方在甲方指定的代理区域内营销之甲方类产品，产品种类及规格详见双方往来订单及相关文件记载。

1.1 "Product" means Party A's products which Party B sells in the designated agency area of Party A. The types and specifications of the products are detailed in the exchange orders and related documents of both parties. QA

1.2 “代理区域”系指甲方授权乙方销售产品的区域。

1.2 "Agency Area" means the area where Party A authorizes Party B to sell products. QA

1.3 “代理期间”系甲方授权乙方代理产品的期间。

1.3 The term of "agency" refers to the period during which Party A authorizes Party B to act as agent for the products. QA

1.4 “技术数据”系指有关产品之设计、制造、商业生产或销售有关之图样、模型、原型、规格说明、技术文件、制造数据、采购规格说明、品管规范说明等资料。

1.4 "Technical data" refers to the design, manufacture, commercial production or sales of products, including drawings, models, prototypes, specifications, technical documents, manufacturing data, procurement specifications, quality control specifications, etc. QA

1.5 “知识产权”指全球专利权、商标权、著作权、工业设计、专有技术、营业秘密、集成电路电路布局及/或其他无体财产权，含相应涵盖的目标、权能、申请权及实施权等。

1.5 "Intellectual property" refers to global patents, trademarks, copyrights, industrial design, proprietary technology, business secrets, integrated circuit layout and/or other intangible property rights, including the corresponding objectives, powers, application rights and implementation rights. QA

1.6 “机密资料”除含法定营业秘密外，还包含具实质或潜在财产利益或经济价值的任何形式之机密信息，如图样、规格、原型、制程、工艺、程序、设计、配方、概念、发现、提案、模具、原始码、目标码、操作手册、系统文件、输出格式、输入格式、档案结构、程序说明表、质量数据、专门技术、客户数据、报价数据、订单讯息、退货讯息、采购数据、成本数据、产品开发计划、生产排配（布局）、检测数据、建厂数据、产能计划、环保数据、通讯网络数据、投资数据（讯）、合作数据（讯）、薪资数据、人事布局、计划中的诉讼、半导体芯片及其它销售数据、技术数据、财务数据、人事数据与经营数据等，以及依约或依法规范之机密信息。

1.6 In addition to statutory business secrets, "confidential information" includes any form of confidential information with substantial or potential property interests or economic value, such as drawings, specifications, prototypes, processes, processes, procedures, designs, formulations, concepts, discoveries, proposals, moulds, source codes, object codes, operating manuals, system documents, output formats, input formats, archival structures. Procedure statement, quality data, expertise, customer data, quotation data, order information, return information, purchase data, cost data, product development plan, production scheduling (layout), inspection data, plant building data, capacity plan, environmental protection data, communication network data, investment data (information), cooperation data (information), salary data, personnel layout, etc. The planned litigation, semiconductor chips and other sales data, technical data, financial data, personnel data and business data, and confidential information as contracted or regulated by law. QA

1.7 “关系企业”指直接或间接拥有(被拥有)或控制(被控制)其财务、技术、生产、采购、市场或人事之公司，或直接或间接同为第三方拥有或控制之公司，及/或乙方之代理商、经销商等。

1.7 The term "affiliated enterprise" refers to a company that directly or indirectly owns (is owned) or controls (is controlled) its finance, technology, production, procurement, market or personnel, or is directly or indirectly owned or controlled by a third party, as well as/or an agent or distributor of Party B. QA

1.8 “不可抗力”是指不能预见、不能克服、不能避免且影响一方或双方当事人履行部分或全部合约之客观事件，含自然灾害如洪水、地震、瘟疫流行和风暴等；社会事件如战争、动乱、政府管制等。

1.8 "Force Majeure" refers to an objective event which is unforeseeable, insurmountable, unavoidable and affects the performance of part or all of the contracts of one or both parties, including natural disasters such as floods, earthquakes, epidemics and storms, and social events such as war, turmoil, government control, etc. QA

第二条合约期限

Article 2 Term of Contract QA

2.1 本合约自 (生效日)至 (失效日)止。

2.1 This contract shall expire from (effective date) to (invalidation date). QA

2.2 合约期限届满，除非一方提前30日书面通知另一方终止合约，否则本合约自动续展，每次展期1年。

2.2 At the expiration of the contract, unless one party notifies the other party in writing 30 days in advance to terminate the contract, the contract will be automatically renewed for one year at a time. QA

2.3 合约期满后，甲方如需继续聘请产品代理商，在同等条件下应优先聘请乙方。

2.3 After the expiration of the contract, if Party A needs to continue to employ product agents, Party B should be given priority under the same conditions. QA

第三条代理行为

Article 3 Acts of Agency QA

3.1 产品交易条件含价格和订单等，由甲方与乙方协商确定。甲方对乙方客户之报价需包含产品售价、运费、包装费、保固期间维修费及其它必要费用。甲方产品报价所含运费为甲方货运到乙方指定之香港仓库之运费。

3.1 The terms of trade of products, including price and order, shall be determined by Party A through consultation with Party B. Party A's quotation to Party B's customers shall include the price of the product, freight, packing fee, maintenance fee during the warranty period and other necessary expenses. The freight included in the price quoted by Party A is the freight from Party A to the warehouse designated by Party B in Hong Kong. QA

3.2 甲方同意，以甲、乙方与客户共同商定之销售金额（“销售金额”）的 %作为代理费，以销售金额先直接扣除本合约之代理费的价格的形式支付给乙方。

3.2 Party A agrees that the agent fee shall be paid to Party B in the form of a percentage of the sales amount (the "sales amount") mutually agreed between Party A and Party B and the customer, and the agent fee shall be deducted directly from the sales amount. QA

3.3 乙方可以要求甲方提供教育训练，教育训练费用由甲方承担。

3.3 Party B may request Party A to provide education and training, and the expenses of education and training shall be borne by Party A. QA

3.4 乙方应负于代理区域对产品进行宣传及促销的责任，而甲方应提供代理区域所需之产品说明和宣传数据给乙方，并授权乙方印制印刷品和宣传数据。

3.4 Party B shall be responsible for publicizing and promoting the products in the agency area, while Party A shall provide Party B with the product description and publicity data needed in the agency area, and authorize Party B to print and publicize the printed products and publicity data. QA

3.5 为使乙方能于合理范围内利用甲方商标拓展业务，甲乙双方应签署商标许可协议（附件一）。

3.5 In order to enable Party B to use Party A's trademark to expand its business within a reasonable range, Party A and Party B shall sign a trademark licensing agreement (Annex I). QA

3.6 甲方需取得并维持产品于代理区域内贩卖所必须具备之产品认证，使乙方于其代理区域内得以合法贩卖产品。

3.6 Party A shall obtain and maintain the product certification necessary for the sale of products in the agency area, so that Party B can legally sell products in the agency area. QA

3.7 代理区域：

3.7 Agency area: QA

第四条交货规则

Article 4 Delivery Rules QA

4.1 乙方订单必须包含(1)产品型号/规格、(2)数量、(3)交期、(4)单价、(5)金额、(6)交货地点等。

4.1 Party B's order must include (1) product model/specification, (2) quantity, (3) delivery date, (4) unit price, (5) amount, (6) delivery place, etc. QA

4.2 交货地点: 由乙方指定香港仓库。

4.2 Place of delivery: The warehouse in Hong Kong shall be designated by Party B. QA

4.3 甲方须于三个工作日内确认是否可接受该笔乙方之订单，如甲方于三个工作日内未回复，即视为接受订单。

4.3 Party A shall confirm within three working days whether it can accept the order of Party B. If Party A fails to reply within three working days, it shall be deemed to accept the order. QA

4.4 甲方接受乙方订单后按Lead time时间交货，并和乙方约定具体交货日期。

4.4 After Party A accepts Party B's order, Party A shall deliver the goods according to Lead time and stipulate a specific delivery date with Party B. QA

4.5 产品出货时，甲方应执行严格品管，确认产品无瑕疵后再出货，乙方不负责验收产品，仅负责确认外观、数量及包装，产品将由乙方客户于收到货后验收完成。就认定属于产品瑕疵、不符质量或预定功能缺陷之产品，乙方或乙方客户可依RMA程序向甲方申请进行更换或退货退款。

4.5 When the product is shipped, Party A shall carry out strict quality control, confirm that the product is flawless before shipment. Party B is not responsible for acceptance and acceptance of the product, but only for the appearance, quantity and packaging. The product will be checked and accepted by Party B's customers after receipt of the goods. Party B or its customers may apply to Party A for replacement or refund according to RMA procedures for products identified as defective, non-conforming to quality or intended functional defects. QA

4.6 如甲方计划停产/改型时，需提前六个月以正式书面通知乙方，甲方需先满足乙方客户已成立之订单后始得停产/改型。

4.6 If Party A plans to discontinue production/modification, Party B shall be notified in writing six months in advance. Party A shall first satisfy the established orders of Party B's customers before discontinuing production/modification. QA

第五条付款条件

Article 5 Terms of Payment QA

5.1 甲乙双方同意，乙方应以销售金额先直接扣除本合约之代理费的价格，向甲方下单及按约定之货款付款条件付款。货款采用电汇，以月结 天的结算方式进行付款。双方另有约定者除外。

5.1 Both Party A and Party B agree that Party B shall deduct the agency fee of this contract directly from the sales amount, place an order with Party A and pay for the goods on the agreed terms of payment. The payment shall be made by telegraphic transfer and shall be settled by monthly closing date. Except as otherwise agreed by both parties. QA

5.2 用支付以台湾中央银行之外汇卖出汇率为准。甲乙双方采用美金结算，遇有汇率转换，所有外币之转换汇率，货款或其他费.

5.2 Payment shall be based on the selling rate of foreign exchange of the Central Bank of Taiwan. Party A and Party B shall settle accounts in US dollars. In case of exchange rate conversion, all foreign currencies conversion rate, payment or other fees. QA

第六条售后服务

Article 6 After-sales Service QA

6.1 甲方应依乙方要求提供产品相关之教育训练，指导乙方人员使其了解各项产品相关规格并熟悉产品应用。

6.1 Party A shall provide product-related education and training according to Party B's requirements, and guide Party B's personnel to understand the relevant specifications of the products and to familiarize themselves with the application of the products. QA

6.2 甲方应提供乙方或乙方客户如下产品保固服务，产品保固期3年（自乙方客户验收合格之日起）：

6.2 Party A shall provide the following product warranty services to Party B or its customers for a period of three years (from the date of the acceptance of the qualified customers by Party B): \_\_\_\_\_\_\_\_\_\_\_ QA

不良品换货（RMA），如果经由甲方及乙方或乙方客户故障检测及排除流程后，产品判定需进行RMA流程，乙方在书面通知甲方此RMA案件后，甲方不得以不合理理由拒绝，并应于15个工作日内核发一个RMA号码给乙方。运费：产品往返费用由甲方负担。

Exchange of defective goods (RMA), if the product judgment needs RMA process after the failure detection and removal process of Party A and Party B or Party B's customers, Party B shall notify Party A in writing of the RMA case, Party A shall not refuse for unreasonable reasons, and shall issue a RMA number to Party B within 15 working days. Freight: Party A shall bear the round trip cost of the products. QA

6.3 乙方应设立客户服务专线，提供包括电话咨询服务、电子邮件答复客户投诉服务等。乙方接获客户投诉时，应立即采取必要之调查及相应处理措施或向甲方咨询，届时甲方应予必要之协助。

6.3 Party B shall set up a special customer service line to provide such services as telephone consultation service, e-mail response to customer complaints, etc. When Party B receives complaints from customers, it shall immediately take necessary investigation and corresponding treatment measures or consult Party A, and Party A shall give necessary assistance at that time. QA

第七条稽核与报告

Article 7 Audit and Report QA

7.1 甲方可要求乙方提交代理行为之书面报告，内容含售价、销售量、客户回馈、售后服务情形、及其它必要之产品、市场信息、商标使用情形等。报告内容及形式甲乙双方可自行协商。

7.1 Party A may require Party B to submit a written report on the agency action, including the sale price, sales volume, customer feedback, after-sales service, and other necessary products, market information, trademark usage, etc. The content and form of the report can be negotiated by both parties. QA

第八条保证

Article 8 Guarantee QA

8.1 甲方保证其产品，包括但不限于程序、手册、技术：

8.1 Party A guarantees that its products include, but are not limited to, procedures, manuals and technologies: QA

(1). 完全符合本合约附件、订单及有关规格书、图式、其他有关资料文件及甲方所提供样品之规格或功能；

(1) Fully conform to the specifications or functions of the annexes, orders and related specifications, schematics, other relevant documents and samples provided by Party A. QA

(2). 无设计、材质、制造及技术上之瑕疵；

(2) No design, material, manufacturing and technical defects; QA

(3). 甲方具有法律上之权源，得合法授权乙方客户于全球地区使用产品；

(3) Party A has the legal right to authorize Party B's customers to use products in global areas. QA

(4). 不违反相关法规；

(4) Not violating relevant laws and regulations; QA

8.2 乙方如收到第三人对产品主张知识产权侵权或索取授权费的通知，将立即通知甲方，向甲方充分揭露第三人主张权利之情形，经甲方同意后，乙方可协助甲方抗辩、应诉，抗辩及应诉相关费用由甲方负担。

8.2 If Party B receives notification of infringement of intellectual property rights or claim of authorization fee from a third party, it will immediately notify Party A and fully disclose the situation of the third party's claim to Party A. With Party A's consent, Party B can assist Party A in defending and responding to the complaint. The expenses related to the defense and responding to the complaint shall be borne by Party A. QA

8.3 甲方保证使乙方及其经理人、董事、员工及客户免于因甲方违反第9.1款规定所致之任何责任、赔偿、处罚、利息及费用（包括辩护、和解之费用及合理之律师费）、索赔、指控，并代为应诉。

8.3 Party A guarantees that Party B and its managers, directors, employees and customers shall be exempted from any liability, compensation, punishment, interest and expenses (including defence, reconciliation fees and reasonable lawyer fees), claims, charges, and shall act on behalf of Party A in violation of the provisions of paragraph 9.1. QA

第九条 保密与不正当竞争

Article 9 Confidentiality and Unfair Competition QA

9.1 一方因履行本合约所获知或获取他方机密资料的，获取方应负有善良管理人之保密义务。除他方事前书面同意，不得泄露或交付予任何他人，不得为自己或他人利益自行或唆使他人非法揭露或利用他方机密数据。未经一方事前同意，他方不得对外发布双方及客户之间的关系。

9.1 If a party obtains or obtains confidential information from another party due to the performance of this contract, the obtainer shall have the duty of confidentiality of a good administrator. Except with the prior written consent of the other party, it shall not disclose or deliver to any other person, nor shall it disclose or use other party's confidential data illegally by itself or by instigating others for their own or other people's interests. Without the prior consent of one party, the other party shall not publish the relationship between the two parties and customers. QA

9.2 如一方所接受或知悉之技术数据和机密数据属他方财产，本合约终止或经他方要求，一方应立刻全数返还他方或按他方要求销毁。

9.2 If the technical data and confidential data accepted or known by one party belong to the property of the other party, either party shall immediately return them to the other party in full or destroy them at the request of the other party upon termination of this contract or at the request of the other party. QA

第十条 合约终止效果

Article 10 Termination Effect of Contract QA

10.1 本合约终止后，一方应立即终止使用他方机密数据，并依他方要求返还或销毁所有机密数据及其衍生品、复制品。

10.1 After the termination of this contract, one party shall immediately terminate the use of other party's confidential data, and return or destroy all confidential data and its derivatives and copies at the request of the other party. QA

第十一条 不可抗力

Article 11 Force Majeure QA

11.1 因不可抗力使得本合约的履行不可能、不必要或者无意义的，任一方均可解除本合约。遭受不可抗力的一方全部或部分不能履行本协议、解除或迟延履行本协议的，应自不可抗力发生日起5日内，将不可抗力情况书面通知另一方，并于事件发生日起20日内，向另一方提交导致其全部或部分不能履行或迟延履行的证明。遭受不可抗力的一方应采取一切必要措施减少损失，否则应就扩大的损失承担赔偿责任。

11.1 If force majeure renders the performance of this contract impossible, unnecessary or meaningless, either party may terminate this contract. If a party subject to force majeure is unable to fulfil this agreement in whole or in part, rescind or delay the performance of this agreement, it shall notify the other party in writing of the situation of force majeure within 5 days from the date of force majeure, and shall submit to the other party within 20 days from the date of the occurrence of the event a certificate leading to the failure or delay of all or part of its performance. The party suffering from force majeure shall take all necessary measures to reduce the loss, otherwise it shall be liable for the expanded loss. QA

第十二条 一般规定

Article 12 General Provisions QA

12.1除本合约另有规定外，任何依本合约的通知可以以电话、传真、邮件、快递、电子邮件、EDI或信差方式为之，并自寄送日起生效。但通知以国内快递方式寄送的，则自寄送日起第2天即视为送达。

12.1 Except as otherwise provided in this Contract, any notification under this Contract may be made by telephone, fax, mail, express, e-mail, EDI or messenger, and shall take effect from the date of delivery. However, if the notice is sent by domestic express delivery, it shall be deemed to have been served on the second day from the date of delivery. QA

12.2 未经一方书面同意，他方不得将本合约之权利义务转让给其他第三人。

12.2 Without the written consent of one party, the other party shall not transfer the rights and obligations of this contract to other third parties. QA

12.3本合约部分条款被认定无效不影响其他条款之效力。

12.3 The invalidity of some clauses in this contract does not affect the validity of other clauses. QA

12.4 本合约（包括附件、订单）为当事人间完整合意，取代当事人签署本合约前所为任何约定与协议。本合约未有规定而附件中规定者，以附件为准；本合约与附件或订单发生冲突者，以本合约为准。对本合约所为任何修正、更改或增删，非经双方授权代表签署确认，不对双方发生效力。

12.4 This contract (including annexes and orders) is the complete agreement between the parties, replacing any agreement and agreement made by the parties before signing this contract. If there is no provision in this contract and the appendix stipulates, the appendix shall prevail; if there is any conflict between this contract and the appendix or the order, the appendix shall prevail. Any amendment, alteration or addition or deletion of this contract shall not be valid for both parties unless signed and confirmed by the authorized representatives of both parties. QA

12.5 本合约之成立、生效、解释及履行，悉以中华民国法律为准据法。

12.5 The establishment, entry into force, interpretation and performance of this contract are governed by the laws of the Republic of China. QA

12.6 任何因本合约产生之争议或请求，应以和平友好方式协商解决。如双方无法达成合意而须提起诉讼者，双方同意以甲方所在地法院为第一审管辖法院。

12.6 Any dispute or request arising from this contract shall be settled through peaceful and friendly negotiation. If the parties fail to reach an agreement and need to bring a lawsuit, they agree that the court of first instance shall be the court of jurisdiction in the place where Party A is located. QA

12.7 本合约壹式肆份，甲乙双方各执两份,每份具有同等法律效力，自双方签字盖章之日起生效。

12.7 This contract is in one form and each party holds two copies, each of which has the same legal effect. It will come into effect on the date of signature and seal of both parties. QA

附件：

Enclosure: QA

附件一：商标许可协议

Annex I: Trademark Licensing Agreement QA

附件二：关联企业信息表

Annex II: Information Table of Associated Enterprises QA

甲方： 乙方：

Party A: Party B: QA

有权签署合约人： 有权签署合约人：

The right to sign a contract: the right to sign a contract: QA

附件一商标许可协议

Annex I Trademark Licensing Agreement QA

甲方：

First party: QA

乙方：

Party B: QA

甲方与乙方于年月日签订代理商合约（产品代理合约），合约中约定甲方授权乙方使用甲方依法拥有的 商标。为规范双方之间权利义务关系，双方经过友好协商，达成一致协议如下：

Party A and Party B signed an agent contract (product agency contract) on the 2nd of this year, which stipulates that Party A authorizes Party B to use the trademark owned by Party A according to law. In order to regulate the rights and obligations between the two sides, after friendly consultation, the two sides reached an agreement as follows: QA

第一条甲方商标

Article 1 Trademarks of Party A QA

指甲方依法拥有或控制的授予乙方使用、或甲方有权授权乙方使用的他人享有的商标，包括但不限于商品商标、服务商标、各种商业标记、公司名称，而无论是否依法定程序宣示上述权利。（下统称“甲方商标”，详见下附表格并随附权利证明）

The trademarks owned or controlled by Party A in accordance with the law are granted to Party B for use or to other persons authorized by Party A for use by Party B, including but not limited to commodity trademarks, service trademarks, various commercial marks and company names, regardless of whether or not the above rights are declared in accordance with the legal procedures. (hereinafter referred to as "Party A's Trademark". See the attached form for details and the certificate of rights attached hereto.) QA

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| --- | --- | --- |
| 甲方商标名称  Party A's trademark name QA | 使用产品  Products used QA | 区域  region |
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第二条授权

Article 2 Authorization

2.1授权类型

2.1 Authorization Type

2.1.1甲方依本合约授予乙方非排他、不可转让之商标及商号使用权，乙方依本合约相关条款使用甲方商标，执行代理行为。未经甲方书面授权，乙方不得再授权任何第三人使用甲方商标。

2.1.1 Party A shall grant Party B the right to use non-exclusive and non-transferable trademarks and trade names in accordance with this contract. Party B shall use Party A's trademarks in accordance with the relevant provisions of this contract and perform the act of agency. Party B shall not authorize any third party to use Party A's trademark without Party A's written authorization.

2.1.2乙方包括乙方本身及其关系企业（以下统称“乙方”）。乙方使用甲方商标之关系企业应经甲方书面同意。乙方保证使用甲方商标之关系企业同时受本合约的约束，并就其关系企业使用甲方商标行为向甲方直接承担责任。

2.1.2 Party B includes Party B itself and its related enterprises (hereinafter referred to as "Party B"). Party B's use of Party A's trademark shall be subject to Party A's written consent. Party B guarantees that the related enterprise using Party A's trademark is also bound by this contract and is directly responsible to Party A for the use of Party A's trademark by the related enterprise.

2.2 期限：本合约期限及续展参照代理商合约执行。甲方有权提前60天书面通知乙方变更甲方商标一部或全部。

2.2 Term: The term and renewal of this contract shall be executed in accordance with the agency contract. Party A has the right to notify Party B in writing 60 days in advance to change part or all of Party A's trademarks.

2.3 区域：乙方应在代理区域使用甲方商标，不得在非授权区域内使用甲方商标。

2.3 Area: Party B shall use Party A's trademark in the agency area, and Party A's trademark shall not be used in the unauthorized area.

第三条标记使用

Article 3 Marking Use

3.1乙方应尽善良管理人之注意义务使用甲方商标，不断提升甲方商标信誉及价值，并避免甲方商标被通用名称化或淡化，如甲方商标有被通用名称化或淡化之虞，乙方应及时通知甲方，并协助甲方采取措施维持甲方商标显着性及有效性。

3.1 Party B shall use Party A's trademark as a good administrator's duty of care, constantly enhance the reputation and value of Party A's trademark, and avoid the common name or dilution of Party A's trademark. If Party A's trademark is threatened by the general name or dilution, Party B shall notify Party A in time and assist Party A to take measures to maintain the saliency and validity of Party A's trademark.

3.2乙方应按照甲方商标使用规范、甲方核可之甲方商标样品及宣传数据使用甲方商标。

3.2 Party B shall use Party A's trademark in accordance with Party A's trademark usage norms, Party A's approved samples of Party A's trademark and publicity data.

第四条知识产权

Article 4 Intellectual Property Rights

4.1权利归属

4.1 Ownership of Rights

甲方或甲方指定的其他商标所有人对甲方商标享有专有权，并且对任何由甲方商标而衍生的权利，乙方在营业中所运用的甲方提供之宣传数据、包装、装潢所含有的任何知识产权，包括但不限于实用新型、外观设计、著作权、商标权、服务标志等权利，享有专有权。乙方不得自行、协助或教唆他人注册或主张任何权利，且在甲方通知时，立即配合上述商标所有人办理相关转让手续。

Party A or other trademark owners designated by Party A shall have exclusive rights to Party A's trademarks and any rights deriving from Party A's trademarks. Party B shall enjoy exclusive rights to any intellectual property rights contained in the publicity data, packaging and decoration provided by Party A in its business, including but not limited to the rights of utility models, appearance design, copyright, trademark rights, service marks, etc. 。 Party B shall not independently, assist or abet others to register or claim any rights, and shall immediately cooperate with the owner of the above-mentioned trademark to go through the relevant transfer procedures when Party A notifies him.

4.2 本合约的签订和履行不构成甲方对乙方进行任何知识产权之转让或租赁。

4.2 The signing and performance of this contract shall not constitute any transfer or lease of intellectual property rights by Party A to Party B.

4.3 如有任何第三方主张甲方商标侵害其权利时，甲方负责处理前述第三方的权利主张，承担因此所致的律师费、鉴定费、调查及侵权赔偿等费用，并采取措施保证乙方得继续用户许可证商标，因此造成乙方损失的并应负责赔偿。乙方如收到第三人主张侵权或索取授权费的通知，应当立即通知甲方，向甲方充分揭露第三人主张权利之情形，并协助甲方抗辩、应诉，所需费用由甲方承担。

4.3 If any third party claims that Party A's trademark infringes upon its rights, Party A shall be responsible for dealing with the claims of the third party mentioned above, bearing the costs of lawyer's fee, appraisal fee, investigation and compensation for infringement, and taking measures to ensure that Party B can continue to use the user's license trademark, and therefore Party B shall be responsible for compensation for the losses caused. If Party B receives notification of third party's claim for infringement or authorization fee, Party A shall immediately notify Party B to fully disclose the situation of third party's claim to Party A, and assist Party A in defending and responding to the claim. The expenses required shall be borne by Party A.

4.4 乙方如发现任何侵犯甲方商标权之情形或有侵犯之虞者，乙方应立即通知甲方，协助甲方进行诉讼、索赔等任何维护权利之行为，所需费用由甲方承担。甲方有权根据自己的考虑，以甲方名义进行索赔或诉讼，未经甲方同意，乙方不得为任何救济行为。

4.4 If Party B finds any infringement of Party A's trademark rights or the risk of infringement, Party B shall immediately notify Party A to assist Party A in litigation, claims and other acts of safeguarding its rights, and the expenses required shall be borne by Party A. Party A has the right to claim or litigate in the name of Party A according to its own considerations. Without Party A's consent, Party B shall not act as any relief.

第五条一般规定

Article 5 General Provisions

5.1 代理商合约（即产品代理合约）终止，本合约自动同时终止。

5.1 When the agent contract (i.e. the product agency contract) terminates, the contract will automatically terminate at the same time.

5.2 合约终止后，乙方应按照产品代理合约之规定处理甲方商标。

5.2 After the termination of the contract, Party B shall deal with Party A's trademark in accordance with the provisions of the product agency contract.

5.3 本合约壹式肆份，甲乙双方各执两份,每份具有同等法律效力，自双方签字盖章之日起生效。

5.3 This contract shall be in one form and each party shall hold two copies, each of which shall have the same legal effect and shall enter into force on the date of signature and seal of both parties.

甲方： 乙方：

Party A: Party B:

有权签署合约人： 有权签署合约人：

The right to sign a contract: the right to sign a contract:

A kind of

附件二关联企业信息表

Annex II Information Table for Associated Enterprises

甲方：

First party:

乙方：

Party B:

甲方与乙方于 签订产品代理合约。为规范双方之关联企业信息，双方经过友好协商，特说明双方关联企业名称如下：

Party A and Party B sign a product agency contract. In order to standardize the information of the affiliated enterprises between the two sides, after friendly consultation, the names of the affiliated enterprises between the two sides are specified as follows:

1. 乙方景好有限公司作为富士康科技集团的子公司，有如下关联企业。甲方和乙方签订的产品代理合约同样适用于乙方关联企业，原合约条款对乙方各关联企业均具有法律约束力。乙方各关联企业均可以做为采购主体向甲方下订单，乙方各关联企业的订单具有同样的法律效力。

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| 3 |  |

2. 本协议生效后，即成为主代理合约不可分割的部分，与主代理合约具有同等的法

2. After the entry into force of this Agreement, it shall become an integral part of the principal-agent contract and shall have the same law as the principal-agent contract.

律效力。

Legal effect.

3. 一般规定：

3. General provisions:

3.1代理商合约（即产品代理合约）终止，本合约自动同时终止。

3.1 When the agent contract (i.e. the product agency contract) terminates, the contract will automatically terminate at the same time.

3.2本合约壹式肆份，甲乙双方各执两份,每份具有同等法律效力，自双方签字盖章之日起生效。

3.2 This contract shall be in one form and each party shall hold two copies, each of which shall have the same legal effect and shall enter into force on the date of signature and seal of both parties.

甲方： 乙方：

Party A: Party B:

有权签署合约人： 有权签署合约人：

The right to sign a contract: the right to sign a contract:

A kind of