Product Agency Contract QA

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

(hereinafter referred to as "Party B") QA

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

Article 1 Definition QA

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

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

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 "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 "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 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 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 "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

Article 2 Term of Contract QA

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

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 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

Article 3 Acts of Agency QA

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 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 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 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 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 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 Agency area: QA

Article 4 Delivery Rules QA

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

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 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 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 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

Article 5 Terms of Payment QA

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 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

Article 6 After-sales Service QA

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 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

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 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

Article 7 Audit and Report QA

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

Article 8 Guarantee QA

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

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

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

(4) Not violating relevant laws and regulations; QA

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 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

Article 9 Confidentiality and Unfair Competition QA

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 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

Article 10 Termination Effect of Contract QA

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

Article 11 Force Majeure QA

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

Article 12 General Provisions QA

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

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

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 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

Enclosure: QA

Annex I: Trademark Licensing Agreement QA

Annex II: Information Table of Associated Enterprises QA

Party A: Party B: QA

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

Annex I Trademark Licensing Agreement QA

First party: QA

Party B: QA

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

Article 1 Trademarks of Party A QA

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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| --- | --- | --- |
| Party A's trademark name QA | Products used QA | region |
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Article 2 Authorization

2.1 Authorization Type

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 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 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 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.

Article 3 Marking Use

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 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.

Article 4 Intellectual Property Rights

4.1 Ownership of Rights

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 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 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 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.

Article 5 General Provisions

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

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 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.

Party A: Party B:

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

A kind of

Annex II Information Table for Associated Enterprises

First party:

Party B:

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. As a subsidiary of Foxconn Technology Group, Party B Jinghao Co., Ltd. has the following affiliated enterprises. The product agency contract signed by Party A and Party B is also applicable to the affiliated enterprises of Party B. The original terms of the contract are legally binding on all affiliated enterprises of Party B. Each affiliated enterprise of Party B may place an order with Party A as the purchasing entity, and the order of each affiliated enterprise of Party B has the same legal effect.

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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.

Legal effect.

3. General provisions:

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

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.

Party A: Party B:

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

A kind of