

代理合同

Distribution Contract

供货厂家（以下称甲方）：东莞市亿方数码科技有限公司

Supplier(Party A): Dongguang Yifang Digital Technology Co., Ltd

地址：广东省东莞市万江区西城路骏利工业园 3 栋

Address: Building 3, Xicheng Commercial Zone Waijing District, Dongguan, Guangdong China.

电话 Tel: 0086-18122980060 邮件 Email: info@yfdigital.com

销售代理人（以下称乙方）：LIGA LLC

Distributor(Party B):LIGA LLC

Address: Russia, Moscow region, Korolev city, 1a Frunze str. of. 228

Tel: 84954142608

邮件 Email: info@profplotter.ru

鉴于，1.东莞市亿方数码科技有限公司为供方(甲方)，经销商为【LIGA LLC】(乙方)；2.甲乙双方希望就合同中规定的供应商特定产品的独家经销达成协议，并根据所列条款和条件在区域内经双方协商后不时进行修订；3.甲乙双方本着诚信原则签订本合同，并依赖本合同条款。

WHEREAS, the Dongguang Yifang Digital Technology Co., Ltd is a Supplier (Party A) and the Distributor is 【LIGA LLC】 (Party B);

WHEREAS, the Party A and Party B desire to enter into an agreement with regard to the exclusive distribution of specified product(s) of the Supplier set out in the contract as amended from time to time upon mutual agreement between the Parties in the Territory in accordance with the terms and conditions set forth; and

WHEREAS, the Party A and Party B are entering into this Contract in good faith and are relying on its terms;

因此，鉴于上述情况以及本合同中所包含的相互承诺、承诺和条件，以及在此确认其接收和充分性的其他良好和有价值的对价，双方同意如下：

Now, therefore, for and in consideration of the foregoing and the mutual promises, covenants and conditions contained in this Contract, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

第一条：代理经销权限

I. Agent of authority

1.1 甲方授权乙方作为 俄罗斯 的区域代理

Party B as authorized Russia of regional distributor.

1.2 代理时间：本协议自签署之日起至 2023 年 9 月 13 日

Agent duration: from the date of signature of this Contract until the date SEP 13, 2023

1.3 代理产品：欧斯诺品牌打印机

Agent product : OSNUO printer

第二条：甲方的义务

II. The obligations of Party A

甲方确保乙方在指定区域及约定时间内享有的独家代理权，并将规范市场竞争秩序，及时查处各种违规现象，严守乙方商业秘密。

Party A, in the designated areas, ensure Party B the exclusive rights during the agreed time, and standardize the market competition order, promptly investigate and deal with violations, strictly commercial secrets Party B.

第三条：乙方的义务

III. The obligations of Party B

3.1 乙方应严格遵守甲方给予的任何指令，而且不得代表甲方作出任何担保、承诺以及订立契约、合同或作其他对甲方有约束力的行为。对于乙方违反甲方指令或超出指令范围所用的一切作为或不作为，甲方都将不承担任何责任。

Party B shall strictly conform with any and all instructions given by Party A to Party B from time to time and shall not make any representation, warranty, promise, contract, Contract or do any other act binding Party A. Party A shall not be held responsible for any acts or failures to act by Party B in excess of or contrary to such instructions.

3.2 乙方不得经销或销售任何与甲方相同的其它厂家的产品。

Party B shall not distribute or sell any products with other manufacturers of the same Party A.

3.3 乙方在合同期内不得泄露甲方的任何商业机密，严守商业道德，不得将甲方的产品特性和销售情况及技术资料转送到同行之企业。

Party B in the contract period shall not disclose any trade secrets of Party A, adherence to business ethics, not forward product characteristics of Party A, sales and technical information to the peer companies.

第四条：最低代理额和价格

IV. Minimum Transaction and Price

4.1 甲方给乙方规定销售量后，如乙方半年度未完成 50%销售量（销售量以当月实际打款额核准），甲方有权终止合同。

After the Contract of year sales target, if Party B semi-annual completion rate is less than 50% (approved by the actual payment in the month), Party A is entitled to terminate the contract.

4.2 甲方应经常向乙方提供最低的价格表以及商品可以成交的条款、条件。

The Party A shall from time to time furnish the Party B with a statement of the minimum prices and the terms and conditions of sales at which the goods are respectively to be sold.

第五条:违约责任

V. Breach of contract

在本协议有效期内，任何一方不履行和/或违反本协议项下的条款和条件，守约方有权取消本协议，因此遭受的损失和损害赔偿由违约方承担。

In case there is any nonperformance and/or violation of the terms and conditions under this Contract by either party during the effective period of this Contract, observant party shall have the right to cancel this Contract and the loss and damages sustained thereby shall be indemnified by the default party responsible for the nonperformance and/or violation.

第六条: 准据法

VI. Trade Terms and Governing Law

本协议有关贸易条款应按 INCOTERM2020 解释。本协议的有效性、组成以及履行受中华人民共和国法律管辖。

The trade terms under this Contract shall be governed and interpreted under the provisions of 2020 Incoterms and this Contract shall be governed as to all matters including validity, construction, and performance under the laws of Peoples Republic of China.

第七条:仲裁

VII. Arbitration

凡因本合同引起的或与本合同有关的任何争议，均应提交深圳国际仲裁院（SCIA），按照申请仲裁时该会现行有效的仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。

Any dispute arising from or in connection with this contract shall be submitted to the Shenzhen Court of International Arbitration (the SCIA) for arbitration which shall be conducted in accordance with the SCIA's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

第八条:其他条款

VIII. Other terms

8.1 本合同一式两份，双方各执壹份，经甲方签字盖章，乙方签字盖章后即生效，具有相同的法律效力。

The contract in duplicate, each party holds one counterpart, signed and sealed by Party A, Party B signed and sealed after the entry into force, have the same legal effect.

8.2 本合同未尽事宜双方共同协商解决。

Mutual consultation is for this contract not covered matters.

8.3 所有通知用英文写成, 并按照本合同载明的地址用电子邮件/快递的方式送达给各方。如任何一方地址有变更, 该方应在变更后 5 个自然日内书面通知另一方。如以电子邮件发送, 于通知发送完成之日视为收件方已收到文件, 如以快递方式发送, 于收件方收到之日视为通知已发送。

Any and all notice and other communications in respect of this Contract shall be in writing in English and sent by email, or international express courier to the address of the other party stated in this Contract. Any changes to the address shall be notified to the other party within five (5) calendar day from the date the change has taken effect. Any notice given pursuant to this clause shall be deemed effective if: i) delivered by email, when the email is successfully sent; ii) if sent by international express courier, when the courier has been received by the recipient.

8.4 本合同中文文本与英文文本有冲突的, 以中文文本为准。

In the event of any inconsistency between the Chinese and English versions of this Contract, the Chinese version shall prevail.

甲方: 东莞市亿方数码科技有限公司

乙方: LIGA LLC

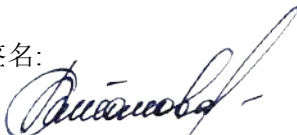
Party A: **Donguang Yifang Digital Technology
Co., Ltd**

Party B: LIGA LLC

代表人签名:

代表人签名:

Signature:

Signature: 

签约日期: 2022 年 9 月 13 日

签约日期: 2022 年 9 月 13 日

Date:

Date:



盖 章:



盖 章: