

# 独家代理协议

# **EXCLUSIVE AGENCY AGREEMENT**

本协议于 2024 年 01 月 01 日在中国山东省东营市由有关双方在平等互利基础上达成,按双方同意的下列条件发展业务关系:

This agreement is made and entered into by and between the parties concerned on Jan..01st,2024 in DONGYING City, ShanDong Province, China on the basis of equality and mutual benefit to develop business on terms and conditions mutually agreed upon as follow:

1、协议双方(The Parties Concerned )

甲方: 山东华盛橡胶有限公司

地址:中国山东省东营市广饶县

电话: +86-532-55760082 +86-138-64216625

传真: +86-532-80991862

Party A: ShanDong HuaSheng Rubber Co.,Ltd.

Add: GuangRao Town, DongYing City, ShanDong Province, China

Tel: +86-532-55760082 +86-138-64216625

Fax: +86-532-80991862

乙方: TYREZIM PRIVATE LTD

地址: 71 COVENTRY ROAD, WORKINGTON, HARARE ZIMBABWE

电话:+263-8677200300

Party B: TYREZIM PRIVATE LTD

Add: 71 COVENTRY ROAD, WORKINGTON, HARARE ZIMBABWE

Tel: +263-8677200300

## 2、委任 Appointment

甲方指定乙方为其独家代理,为第三条所列商品从第四条所列区域的顾客中招揽订单,乙方接受上述委任。 Party A hereby appoints Party B as its Exclusive Agent to solicit orders for the commodity stipulate in Article 3 from customers in the territory stipulated in Article 4, and Party B accepts and assumes such appointment.

3、代理商品 Commodity

TERRAKING 品牌全钢卡车轮胎。 "TERRAKING" Brand TBR Tyres.

4. 代理区域 Territory

仅限于津巴布韦全境。

In Zimbabwe only.

5、最低业务量 Minimum turnover

乙方同意,在本协议有效期内从上述代理区域内的顾客处招揽的上述商品的订单量为每个月不低于 5 个 40 尺超高集装箱。

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 5X40HC containers per month.

#### 6、独家代理权 Exclusive Right

基于本协议授予的独家代理权,甲方不得直接或间接地通过乙方以外的渠道向津巴布韦地区的顾客销售或出口 第三条所列商品;

In consideration of the exclusive rights granted herein, Party A shall not, directly or indirectly, sell or export the commodity stipulated in Article 3 to customers in Zimbabwe region through channels other than Party B.

#### 7、 协议有效期 Validity of Agreement

本协议将于双方签署日生效,有效期至2024年12月31日。经双方同意,期满后可以续作。

This agreement shall enter into force on the signing day of both parties and it is valid till 31st December 2024. It can be renewed after the expiration with the consent of both parties.

### 8、 协议的终止 Termination

在本协议有效期内,如果一方被发现违背协议条款,另一方有权终止协议。

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.

9、本协议由双方代表签字后生效,正本一式两份,双方个执一份。

This agreement shall come into effect immediately after it is signed by both parties in two original copies; each party hold on copy.

甲方: 山东华盛橡胶有限公司

乙方:

Party A: ShanDong HuaSheng Rubber Co.,Ltd.

Party B:

10 Advertisement budget: In order to further increase Terraking market share in Zimbabwe, we propose annual advertisement budget of maximum 0.2% of the total purchase volume amount for the said year as advertisement expenses re-imbursement upon submission of relevant details along with supporting documents. If the co-ad share amount is more than proposed 0.2%, we are agreeable to pay maximum 0.2% only. If multiple ads are advertised on same page, we obliged to pay only for our brands corresponding share

山东华盛橡胶有限公司 SHANDONG HUASHENG RUBBER CO., LTD 紀 村 林 ZHANG SHULLN

(盖章)

(Stamp) (Stamp)

日期 Date 2024-01-01