

代理商合作协议

Agent Cooperation Agreement

甲方 (PARTY A) : 山东立派机械集团有限公司/Shandong Rippa Machinery Group Co., Ltd

地址(Address): 山东省济宁市高新区柳行街道办事处广安路 39 号/No. 39 Guang'an Road, Liuhang Subdistrict Office, High-tech Zone, Jining City, Shandong Province

法定代表人(Legal representative): 侯永乐/Joyce

乙方 (PARTY B) : Ozonteh Impex SRL

地址(Address):MD3701, Straseni city, sos. Chisinau 69, Republic of Moldova

法定代表人(Legal representative): Cherdivara Ion

鉴于:

甲方系相关产品的合法供应商, 乙方具备相应市场资源, 双方本着平等互利、长期合作的原则, 就乙方代理销售甲方产品事宜, 经协商一致, 达成如下协议:

(Whereas:

Party A is the legal supplier of the relevant products, and Party B possesses the necessary market resources; both parties, based on the principles of equality, mutual benefit, and long-term cooperation, have reached the following agreement through mutual consultation regarding Party B's agency for the sale of Party A's products:)

第一条 代理授权(Agency Authorization)

1. 甲方授权乙方在约定区域内代理销售甲方

R06/R10/R13/R15/R18/R22/R32/R57/R82/RS03/RS04/RS06/RS07/RS10/RS20 产品。

(Party A authorizes Party B to act as its agent for the sale of Party A's

R06/R10/R13/R15/R18/R22/R32/R57/R82/RS03/RS04/RS06/RS07/RS10/RS20 products within the agreed-upon territory.)

2. 授权性质: 品牌非独家代理。(Authorization Type:Brand Non-Exclusive Agency)

3. 未经甲方书面同意, 乙方不得超出授权区域销售甲方产品。(Without the prior written consent of Party A, Party B shall not sell Party A's products outside the authorized territory.)

第二条 合作区域与期限(Cooperation Area and Duration)

1. 授权区域：非独家。

(Authorized Territory:Nonexclusive.)

2. 合作期限：自 2026 年 4 月 21 日起至 2027 年 4 月 20 日止。

Cooperation period: From 2026 (year) 4 (month) 21 (day) to 2027 (year) 4 (month) 20 (day).

合作规划：

产品型号	R06/R10/R13/R15/R18/R22/R32/R57/R82/RS03/RS04/RS06/RS07/RS10/RS20
年度目标 总销售额	\$500,000
年度目标 台量	200
季度目标 销售额	\$100,000
季度目标 台量	50
保证金情 况	0

Product Model	R06/R10/R13/R15/R18/R22/R32/R57/R82/RS03/RS04/RS06/RS07/RS10/RS20
Annual sales target	\$500,000
Annual target volume	200
Quarterly sales target	\$100,000
Quarterly target volume	50
Margin requirements	0

3. 合作期满，甲方有权根据乙方表现决定是否续约。（Upon the expiration of the cooperation period, Party A has the right to decide whether to renew the contract based on Party B's performance.）

第三条 双方权利与义务(Rights and obligations of both parties)

（一）甲方权利与义务(Party A's Rights and Obligations)

1. 甲方向乙方提供合格产品及必要的产品资料。
(To provide Party B with qualified products and necessary product information.)
2. 甲方有权对乙方的价格、区域及品牌使用行为进行管理。
(Party A has the right to manage Party B's pricing, sales territory, and brand usage.)
3. 有权根据市场情况调整代理政策及管理制度。 (Party A has the right to adjust the agency policies and management systems based on market conditions.)

(二) 乙方权利与义务 (Rights and Obligations of Party B)

1. 遵守甲方价格政策、区域政策及相关管理制度。
(Comply with Party A's pricing policies, regional policies, and relevant management regulations.)
2. 乙方不得低价宣传、跨区域销售或损害甲方品牌形象。 (Party B shall not engage in low-price advertising, cross-regional sales, or any activities that damage the brand image of Party A.)
3. 乙方按约定完成销售目标并及时回款。 (Party B shall achieve the agreed sales targets and ensure timely payment collection.)
4. 乙方有义务配合甲方进行市场及渠道管理。 (Party B is obligated to cooperate with Party A in market and channel management.)
5. 乙方有义务遵守甲方售后制度，及时为终端客户提供售后服务。 (The Party B is obligated to comply with the Party A's after-sales service policies and provide timely after-sales service to end customers.)

第四条 价格与结算 (Pricing and Payment)

1. 产品价格以甲方不时发布的价格政策为准。
(Product prices are subject to the pricing policy published by Party A from time to time.)
2. 乙方须按约定账期完成付款，逾期甲方有权暂停供货。
(The Party B must complete payment according to the agreed payment schedule. If payment is overdue, the Party A has the right to suspend delivery of goods.)
3. 代理商将保证金缴纳后 RIPP 保存，若代理商存在违反代理商行为单方面解除协议，保证金扣除。若代理商主动放弃协议，保证金可退回。
(The deposit paid by the agent will be held by RIPP. If the agent violates the terms of the agency agreement and the agreement is terminated unilaterally, the deposit will be forfeited. If the agent voluntarily terminates the agreement, the deposit will be refunded.)

第五条 返利与激励(Rebates and Incentives)

1. 甲方可根据乙方代理评级及活跃情况给予返利或市场支持。(Party A may provide rebates or marketing support based on Party B's agent rating and activity level.)

2. 返利政策以《RIPPA 代理商管理制度》，《RIPPA 代理商返利政策》为准。
(The rebate policy is subject to the "RIPPA Agent Management Rules," "RIPPA Agent Rebate Policy")

基础返利 : 1%

Base Rebate : 1%

年度返利: 1%

Annual Rebate: 1%

忠诚度返利 : 0

Loyalty Rebate: 0

3. 乙方存在违规行为的，当期返利自动取消。(If Party B engages in any violations/irregularities , the rebate for that period will be automatically cancelled.)

第六条 管理制度与协议附件(Management Rules and Agreement Attachments)

1. 《RIPPA 代理商管理制度》及相关政策文件，均作为本协议不可分割的组成部分。(The "Agent Management rules," the "Agent Rating Management Measures," and other related policy documents are all integral parts of this agreement.)

2. 甲方有权根据经营需要对前述制度进行调整，并通知乙方后生效。(Party A has the right to adjust the aforementioned policies as needed for business operations, and such adjustments will become effective after notifying Party B.)

3. 乙方确认已充分阅读并同意遵守上述制度。(Party B confirms that it has fully read and agrees to abide by the above regulations.)

第七条 违约责任(Liability for breach of contract)

1. 乙方违反价格、区域或品牌管理规定的，甲方有权采取警告、降级、取消返利、终止合作等措施。(If Party B violates the price, regional, or brand management regulations, Party A has the right to take measures such as issuing warnings, downgrading their status, canceling rebates, or terminating the cooperation agreement.)

2. 因乙方违约造成甲方损失的，乙方应承担相应赔偿责任。(If the Party B breaches the contract and causes losses to the Party A, the Party B shall be liable for appropriate compensation.)

第八条 协议解除与终止(Agreement Termination and Cancellation)

1. 合作期内，任一方严重违约的，守约方有权解除协议。(During the term of the agreement, if either party commits a material breach, the non-breaching party has the right to terminate the agreement.)
2. 协议终止后，乙方立即停止以代理商名义开展相关活动。(Upon termination of the agreement, Party B shall immediately cease all activities conducted under the name of an agent.)
3. 协议终止不影响对乙方既有违约行为的追责。(The termination of this agreement does not affect the right to hold Party B accountable for any existing breaches of contract.)

第九条 保密与知识产权 (Confidentiality and Intellectual Property)

1. 协议期内，关于甲方在地域内合法拥有的注册商标、版权和专利等权利，甲方许可乙方在进行与甲方产品相关的商业活动中合理使用；协议终止后，乙方需继续使用的，应当另行签订书面协议，否则甲方有权向乙方收取擅自使用甲方知识产权的费用，并要求乙方承担损失。甲方禁止乙方在任何区域内申请关于 Rippa 有关的商标、域名等事关甲方权益的行为。

During the term of the agreement, Party A permits Party B to reasonably use the registered trademarks, copyrights, patents and other rights legally owned by Party A in the territory in carrying out commercial activities related to Party A's products; after the termination of the agreement, Party B needs to continue to use them. A separate written agreement must be signed, otherwise Party A has the right to charge Party B for the unauthorized use of Party A's intellectual property and require Party B to bear losses. Party A prohibits Party B from applying for any trademarks, domain names, or any actions related to Rippa that pertain to the rights and interests of Party A in any area.

2. 乙方以甲方产品为基础的所有创新将作为甲方的财产。乙方承诺其将迅速地、全面地以书面形式向甲方披露所有创新，并且通过递送所有文档、文件、图纸、记录、设计、说明书、图表、报告、模型、原型和其他包含有关创新信息的材料的方式说明该等创新的详细情况。

All innovations of Party B based on Party A's products will become the property of Party A. Party B promises that it will promptly and fully disclose all innovations to Party A in writing and by delivering all documents, documents, drawings, records, designs, instructions, diagrams, reports, models, prototypes and other materials containing information about the innovations. details of such innovations.

第十条 争议解决(Dispute Resolution)

1. 本协议适用中华人民共和国法律。(This agreement is governed by the laws of the People's Republic of China.)

2. 因本协议产生的争议，双方应协商解决；协商不成的，应提交济宁仲裁委员会仲裁，按照申请仲裁时该仲裁委员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 disputes arising from this agreement shall be settled through negotiation between the parties; if negotiation fails, the dispute shall be submitted to the Jining Arbitration Commission for arbitration in accordance with the arbitration rules of the said commission in effect at the time of application for arbitration. The arbitration award shall be final and binding on both parties.)

3. 仲裁地点应当为山东济宁，仲裁程序语言应当为中文，仲裁庭应包括三名仲裁员。(The place of arbitration shall be Jining, Shandong Province, the language of the arbitration proceedings shall be Chinese, and the arbitral tribunal shall consist of three arbitrators.)

第十一条 其他(Other)

1. 本协议未尽事宜，双方可另行协商补充。(Any matters not covered in this agreement may be further negotiated and supplemented by both parties.)

2. 本协议一式两份，双方各执一份，具有同等法律效力。(This agreement is executed in two copies, with each party holding one copy, both having equal legal effect.)

3. 本协议自双方签字盖章之日起生效。(This agreement shall become effective from the date of signing and sealing by both parties.)

甲方（盖章）：_____ 日期：____年__月__日

乙方（盖章）：_____ 日期：26年04月21日

