

Sales Agency Agreement

Contract No. :

Date:

This Agreement is entered into between the parties concerned on the basis of equality and mutual benefit to develop business. The terms and conditions agreed by both sides thereof as follows:

Contracting Parties

Supplier: **Zhuhai Wanlida Electric Co., Ltd** (Hereinafter called "Party A")

Agent: (Hereinafter called "Party B")

Party A hereby appoints Party B to act as his selling agent to sell the commodity mentioned in Party A's catalogue.

Commodity and Quantity or Amount

It is mutually agreed that Party B shall undertake to sell not less than **500K USD** of the aforesaid commodity in the duration of this Agreement.

Territory

In XXX only

Confirmation of Orders

The quantities, prices and shipments of the commodities stated in this Agreement shall be confirmed in each transaction, the particulars of which shall be specified in the Sales confirmation signed by the two parties in question.

Payment

After confirmation of the order, Party A shall receive the payment for the ordered products through T/T at sight so that Party A can get prepared for delivery.

Pricing Structure

The pricing system of Party A' s products is Supply Price for Party B, or project quotation, the Party B can adjust selling price according to local conditions by himself to obtain selling profits.

Reports on Market Conditions

Party B shall forward once every one month to Party A detailed reports on current market conditions and of consumers' comments. Meanwhile, Party B shall, from time to time, provide Party A similar commodities information offered by other suppliers, together with their prices, sales information and advertising materials.

Advertising& Publicity Expenses

Party B shall bear all expenses for advertising and publicity within the aforementioned territory in the duration of the Agreement in question and submit to Party A all patterns and/ or drawing and description for advertising to meet with prior approval.

Validity of Agreement

This Agreement, after its being signed by the parties concerned, shall remain in force of law for 360 days from the 1st of XXX in the year of XXX to the 1st of XXX in the year of XXX, if either Party wishes to extend this Agreement, he shall notice, in writing, the other party one month prior to its expiration. The matter shall be decided by the agreement and by consent of the parties hereto. Should either party fail to implement the terms and conditions herein, the other party is entered into terminate this Agreement.

Arbitration

All disputes arising from the execution of this Agreement shall be settled through friendly consultations. Should no settlement be reached, the case in dispute shall then be submitted to the Foreign Trade Arbitration Commission of the China Council for the Promotion of International Trade for arbitration in accordance with its provisional rules of procedure. The decision made by the Commission shall be regarded as final and binding upon both parties. Arbitration fees shall be borne by the losing party, unless otherwise awarded.

Other terms& Conditions

(1) Should any other buyers from Party B wish to deal with Party A directly, Party A can provide commodity directly to other buyers, but Party A shall send to Party B a copy of Sales Confirmation and give Party B 5% commission on the basis of the net invoice value of the transactions concluded.

(2) Should Party B fail to pass on his orders to Party A in a period of 2 months for a minimum of 20,000USD after signature of this Agreement, Party A shall not bind himself to this Agreement.

(3) For any business transacted between governments of both Parties, Party A may handle such direct dealings as authorized by Party A's government without binding himself to this Agreement. Party B shall not interfere in such direct dealings nor shall Party B bring forward any demand for compensation therefore.

(4) This Agreement shall be subject to the terms and conditions in the Sales Confirmation signed by both parties hereto.

This Agreement is signed at Zhuhai Wanlida Electric Co., Ltd and is in two originals; each Party holds one.

Party A: (Signature)

Party B: (Signature)