

MODEL FORM OF INTERNATIONAL AGENCY CONTRACT

国际贸易代理合同范本（中英文）

(INTERNATIONAL CHAMBER OF COMMERCE)

Between _____
whose registered office is at _____(hereinafter called "the Principal")
And **Oversea club**
其注册登记营业处设在_____（以下简称为“委托人”与
whose registered office at BEIJING (hereinafter called "the Agent") IT IS AGREED
AS FOLLOWS
其注册登记营业处设在 北京（以下简称为“代理人”）就以下达成协议：

Art. 1 Territory and Products 第一条 地区与产品

1.1. The Principal appoints the Agent, who accepts, as his commercial agent to promote the sale of the products listed in Annex 1, §1 (hereinafter called "the Products") in the territory defined in Annex 1, §2 (hereinafter called "the Territory").
委托人委任代理人，而代理人接受委托作为委托人的商事代理，在附件 1 § 2 中规定的地区（以下简称为“地区”），推销附件 1 § 1 所列举的产品（以下简称“产品”）。

1.2. If the Principal decides to sell any other products in the Territory, he shall inform the Agent in order to discuss the possibility of including them within the Products defined under article 1.1. However, the above obligation to inform the Agent does not apply if, in consideration of the characteristics of the new products and the specialization of the Agent, it is unreasonable to expect that such products may be represented by the Agent (e.g. products of a completely different range).
如果委托人决定在“地区”内销售任何其它产品，委托人应通知代理人以便讨论是否可能将这些产品包括在 1.1 所规定的“产品”之中。但是如果考虑到新产品的性能以及代理人的专长，而期望将这类产品交由该代理人代理是不合理的（例如完全不同类别的产品），上述通知代理人的义务就不适用。

Art. 2 Good faith and fair dealing 第二条 诚信与公平

2.1. In carrying out their obligations under this agreement the parties will act in accordance with good faith and fair dealing.
为履行本协议所规定的义务，当事人将依照诚信与公平的原则进行活动。

2.2. The provisions of this agreement, as well as any statements made by the parties in connection with this agency relationship, shall be interpreted in good faith.
本协议的条款以及当事人就本代理关系所作的声明，都应该以诚信的原则进行解释。

Art. 3 Agent's functions 第三条 代理人的职责

3.1. The Agent agrees to use his best endeavours to promote the sale of the Products in the Territory in accordance with the Principal's reasonable instructions and shall protect the Principal's interests with the diligence of a responsible businessman.

代理人同意遵照委托人合理的指示，尽最大努力在“地区”内促进“产品”的销售，并应以负责的商人的勤勉和努力，保护委托人的利益。

3.2. The Agent shall not solicit orders from outside the Territory unless permitted to do so by the Principal. Where the Agent negotiates with customers in the Territory business which results in contracts of sale with customers established outside the Territory, article 15.2. shall apply. E.g. for goods to be sold to subsidiary established in another country: the agent is acting within his territory, hat the sale is made to a foreign customer, and the agent would have (in absence of article 15.2) no right to commission.

非经委托人同意，代理人不得经“地区”之外的地方征求定货。如果代理人与该“地区”内的顾客洽谈商务导致与设立在本“地区”之外的顾客签订销售合同，应适用第 15.2 节的规定。

3.3. Unless otherwise specifically agreed, the Agent has no authority to make contracts on behalf of, or in any way to bind the Principal towards third parties. He only solicits orders from customers for the Principal, who is free (save as set forth in article 4.2. hereafter) to accept or to reject them. The other alternative, i.e. to give the agent the authority to conclude contracts on behalf of the principal has not been considered in the model form, since it is rather uncommon in international trade. Of course, if the parties have special reasons for permitting the agent to make contracts on behalf of the principal, they can so provide in article 3.3. It should be noted that in certain cases the third party (customer) may rely on the apparent authority of the agent this means that, especially in legal systems where it is common that the agent is authorized to act on behave of the principal, the exclusion of any such authority provided for in the contract between principal and agent (like art. 3.3. of this model form) does not necessarily bind a third party which had good reasons to rely on the apparent authority of the agent. It is, therefore, recommended that the principal avoids any action which may give third parties the impression that the agent has representative powers, and that he informs, if necessary and possible, third parties that the agent has no authority to bind the principal.

除非另有专门的协议，代理人无权代表委托人签约，也无权在签约中用任何方法使委托人受第三人之约束。代理人仅能为委托人经顾客处招揽定货，而委托人（除以下第 4.2 节的规定外）有接受或拒绝对定货的自由。

3.4. When negotiating with customers, the Agent shall offer Products strictly in accordance with the terms and conditions of the contract of sale which the Principal has communicated to him. This is to ensure that orders by the customers conform to the Principals terms and conditions (e.g. prices, delivery terms, etc.): if this is not the case (because the agent has given incorrect information to the prospective customer)

the principal will be in an embarrassing situation (at least from the commercial point of view) if the refuses the order.

代理人在与顾客洽商业务时,应严格按照委托人向其交代的销售合同的条款和条件对“产品”进行报价。

3.5. The Agent is not entitled to receive payments on the Principal's behalf without prior written authorization from the Principal to that effect. When the Agent has been so authorized, he must transmit them as soon as possible to the Principal and until then hold them separately on deposit on the Principal's behalf.

代理人未经委托人对该事项的事先书面授权,无权代表委托人收取付款。如果业经授权收款,则代理人必须尽快将付款转交给委托人,而在转交之前,应以委托人的名义将付款单独地存放。

Art. 4 Acceptance of orders by the Principal 第四条 委托人接受定单

4.1. The Principal shall inform the Agent without undue delay of his acceptance or rejection of the orders transmitted by the latter. The Principal may accept or reject any individual order transmitted by the Agent at his own discretion.

委托人应不无故迟延地通知代理人对其转交的定单予以接受或拒绝。委托人对代理人转交的任何定单的接受或拒绝可由其自行决定。

4.2. The Principal may not however unreasonably reject the orders transmitted by the Agent. In particular, a repeated refusal of orders contrary to good faith (e.g. if made for the only purpose of hindering the Agent's activity) shall be considered as a breach of contract by the Principal.

但是委托人不得无理地拒绝接受代理人所转交的定单。应特别指出有悖诚信原则的反复拒绝接受定单(例如,这样做的目的只是妨碍代理人的活动),则被认为是委托人违约。

Art. 5 Undertaking not to compete 第五条 保证不进行竞争

5.1. Without the prior written authorization of the Principal, the Agent shall not represent, manufacture or distribute any products which are in competition with the Products, for the entire term of this contract.

未经委托人事先以书面授权,代理人在合同的全部期限内不得代表、制造或经销与“产品”相竞争的任何产品。

5.2. The Agent may represent, distribute or manufacture any products which are not competitive with the Products, provided he informs the Principal in advance of such activity. However, the above obligation to inform the Principal does not apply if, in consideration: (i) of the characteristics of the products which the Agent wants to represent, and (ii) of the field of activity of the principal for whom the Agent wishes to act, it is unreasonable to expect that the Principal's interests may be affected.

代理人可以代表、经销或制造与“产品”无竞争的任何产品,但是应在进行上述活动前事先通知委托人。然而,如果考虑到鉴于:(1)代理人打算代理的产品的性能以及(2)代理人打算为之进行代理业务的委托人的经营范围,委托人的利益按合理的期待可能不会被影响,则上述向委托人事先通知的义务不适用。

5.3. The Agent shall refrain from representing or distributing non-competitive products of a manufacturer who is a competitor of the Principal, if requested to do so by the Principal, provided the latter's request is reasonable, taking into account all the circumstances of the case. E.g. if there are reasons to fear that the collaboration with a competitor may impair the confidence between the parties or the protection of confidential information.

若委托人如此要求，并且从实际情况来看该要求是合理的，则代理人须不为与委托人竞争的制造商代表或经销非竞争性产品。

5.4. The Agent declares that he represents (and/or distributes or manufactures, directly or indirectly) the products listed in Annex II on the date on which this contract is signed.

在本合同签字之日，代理人宣布对附件 1 1 所列举的产品作为代表（和 / 或直接或间接地进行经销或制造）。

Art. 6 Sales organization, Advertising and Fairs 第六条 销售机构、广告和展销

6.1. The Agent shall provide an adequate organization for sales and, where appropriate, after-sale service, with all necessary means and personnel, in order to ensure the fulfillment of his obligations throughout the Territory under this agreement.

为了保证在整个“地区”履行本协议项下的义务，代理人应以必要的手段和人力建立充分的销售机构，并且当适宜时，建立售后服务。

6.2. The parties may agree on the advertising to be jointly made in the Territory. The contents of any advertising must be approved by the Principal. The cost of advertising carried out by the Agent shall be apportioned between the parties as indicated in Annex III, §1.

当事人可同意在“地区”内联合进行宣传广告。广告的内容必须经委托人批准。代理人所作广告的费用应按附件三 § 1 的规定，由当事人分摊。

6.3. The parties shall agree on their participation in fairs or exhibitions within the Territory. The cost of the Agent's participation in such fairs and exhibitions shall be apportioned between the parties as indicated in Annex III, §2.

当事人应同意参加在“地区”内举办的交易会或展览会。代理人参加交易会 and 展览会的费用应按附件三 § 2 的规定由当事人分摊。

Art. 7 Sales Targets-Guaranteed Minimum Target 第七条 销售目标 保证完成的最低目标

A distinction is made between a "sales target" (7.1., 7.2.) the non-attainment of which does not, in principle, involve a contract breach, and o "guaranteed minimum target" (7.3.), which implies a possible contract termination (or other consequences) in case of non-attainment. If the parties wish to agree upon such "guaranteed minimum target", they must fill in Annex IV.

7.1. The parties may agree annually on the sales targets for the forthcoming year.
当事人可每年商定来年的销售目标。

7.2. The parties shall make their best efforts to attain the targets agreed upon but the non attainment shall not be considered as a breach of the contract by a party, unless that party is clearly at fault.

当事人应竭尽全力地实现商定的目标，但是未实现目标不应认为是某一方的违约，除非该方有明显的过错。

7.3. In Annex IV the parties may agree on a Guaranteed Minimum Target and on the consequences of its non-attainment.

在附件五中当事人可以商定保证完成的最低目标以及未能实现目标的后果。

Art 8 Sub-agents 第八条 分代理人

(In certain circumstances it may be advisable to add a clause providing that each party agrees not to engage subagents and/or employees of the other party.) The Agent may engage sub-agent. The Agent must carry out agents, provided he informs his activity without recourse the Principal at least one month before the engagement to sub-agents. The Agent shall be responsible for the activities of his subagents.

代理人可以聘用分代理人，但至少代理人必须自己进行业务活动，不依但至少在聘用前一个月通知委托人。代理人应对分代理人的活动责任。

Art. 9 Principal to be kept informed 第九条 向委托人通报情况

9.1. The Agent shall exercise due diligence to keep the Principal informed about his activities, market conditions and the state of competition within the Territory. He shall answer any reasonable request for information made by the Principal.

代理人应以适当勤勉向委托人通报其在“地区”内的活动，市场情况以及竞争状况，代理人应答复委托人提出的合理的有关提供信息的要求。

9.2. The Agent shall exercise due diligence to keep the Principal informed about:
代理人应以适当勤勉向委托人通报有关：

(i) the laws and regulations which are to apply in the Territory to which the Products must conform (e.g. import regulations, labeling, technical specifications, safety requirements, etc.), and

在“地区”内要实施的“产品”必须符合的法律和法规，（如进口条例、标签、技术规格、安全要求等）；

(ii) the laws and regulations concerning his activity, as far as that they are relevant for the Principal.

有关代理人业务活动的法律和法规，只要是与委托人有关。

Art. 10 Financial responsibility 第十条 财务责任

10.1. The Agent shall satisfy himself, with due diligence, of the solvency of customers whose orders he transmits to the Principal. He shall not transmit orders from customers of which he knows or ought to know that they are in a critical financial position, without informing the Principal in advance of such fact.

代理人应以适当勤勉查明他向委托人转交定单的顾客的支付能力。对于代理人知道或应该知道财务处于危急情势的顾客之定单，在未事先向委托人通报这种情况下，不得将其定单转交委托人。

10.2. The Agent shall act as a del credere agent only if, and to the extent, the parties have expressly agreed thereto. In that case they should complete and sign Annex V.

只有经当事人明确商定并仅在双方商定的范围内，代理人才能充当担保买方信用的代理人。双方为此应填写并签署附件五。

Art. 11 Principal's trademarks and symbols 第十一条 委托人的商标和标志

11.1. The Agent shall use the Principal's trademarks, trade names or any other symbols, but for the only purpose of identifying and advertising the Products, within the scope of this contract and in the Principal's sole interest.

代理人应使用委托人的商标、商名和其它任何标志，但其唯一目的是为了识别和宣传“产品”，而且只限于在本合同的范围内和为了委托人的利益。

11.2. The Agent hereby agrees neither to register, nor to have registered, any trademarks, trade names or symbols of the Principal (or which are confusingly similar with the Principal's ones), in the Territory or elsewhere.

代理人在此同意不在本“地区”或其它地区将委托人的商标、商名或标志（或与以上商标、商名或标志相近似而可能引起混乱名）如以注册或使之被注册。

11.3. The right to use the Principal's trademarks, trade names or symbols, as provided for under the first paragraph of this article, shall cease immediately for the Agent, on the expiration or termination, for any reason, of the present contract.

本条第一所规定的关于使用委托人的商标、商名或标志的权利，在本合同期满或由于任何原因而终止时，应立即终结。

11.4. The Agent shall notify the Principal of any infringement of the Principal's trademarks, trade names or symbols that comes to his notice.

代理人一旦发现委托人的商标、商名或标志被侵权时，应通知委托人。

Art. 12 Complaints by Customers 第十二条 顾客投诉

The Agent shall immediately inform the Principal of any observations or complaints received from customers in respect of the Products. The parties hereto shall deal promptly and properly with such complaints. The Agent has no authority to engage in any way the Principal, unless after he has received a specific authorization to such effect.

代理人应立即将收到的或注意到的顾客对“产品”的意见或投诉通知委托人。当事人应及时并恰当地处理这些投诉。除非代理人收到专门的书面授权，他无权以任何方式将委托人卷入。

Art. 13 Exclusivity 第十三条 排他性

13.1. The Principal shall not, during the life of this contract, grant any other person or undertaking within the Territory the right to represent or sell the Products.

委托人在本合同有效期内，不得授予“地区”内的其他人或企业“产品”的代理权和销售权。

13.2. The Principal is however entitled to deal directly, without the Agent's intervention (provided he informs the latter) with customers situated in the Territory; in respect of any sales arising therefrom, the Agent shall be entitled to the commission provided for in this contract.

然而，委托人有权与“地区”内的顾客直接进行交易而无须代理人介入（但应通知代理人）；经此形成的任何销售，代理人应有权取得按本合同规定的佣金。

13.3. The Principal shall be entitled to deal directly with the special customers listed in Annex VI, §2; in respect of the sales to such customers the Agent shall be entitled to the reduced commission provided for in Annex VI, §2. Paragraph 13.3. shall not apply if §2 of Annex VI (Special customers/Reduced commission) has not been filled in by the parties.

委托人有权与附件六 § 2 所列举的特别顾客直接进行交易；同这一类顾客的销售，代理人应有权取得按附件六 § 2 规定的减低的佣金。如果当事人未填写附件六 § 2（特别顾客与减低的佣金），则第 13.3 款不适用。

Art. 14 Agent to be kept informed 第十四条 向代理人通报情况

14.1. The Principal shall provide the Agent with all necessary written information relating to the Products (such as price lists, brochures, etc.) as well as with the information needed by the Agent for carrying out his obligations under the contract.

委托人应向代理人提供有关“产品”的所有必要的书面资料（诸如价格表、宣传小册子等）以及代理人为履行本合同义务而需要的其它资料。

14.2. He shall furthermore inform the Agent without undue delay of his acceptance, refusal and/or non-execution of any business transmitted by the Agent.

委托人还应该不无理延迟地通知代理人，其是否接受或拒绝和 / 或不予执行代理人所转交的生意。

14.3. The Principal shall keep the Agent informed of any relevant communication with customers in the Territory.

委托人应经常将其与“地区”内顾客的交往情况向代理人通报。

14.4. If the Principal expects that his capacity of supply will be significantly lower than that which the Agent could normally expect, he will inform the Agent within a reasonable time.

如果委托人预料其供货能力比代理人通常所期望的要低得多，委托人应在合理的时间内向代理人进行通报。

Art. 15 Agent's commission 第十五条 代理人佣金

15.1. The Agent is entitled to the commission provided for in Annex VI, §1, on all sales of the Products which are made during the life of this contract to customers established in the Territory.

代理人有权在本合同的有效期内，从向设立在“地区”内的顾客销售“产品”中收取附件六 § 1 规定的佣金。

15.2. If the Agent, when dealing with customers established in the Territory, solicits orders resulting in contracts of sale with customers established outside the Territory, and if the Principal accepts such orders, the Agent shall be entitled to receive a reduced commission, the amount of which shall be decided on a case by case basis. Similarly, the Agent's commission shall be reduced when an other agent solicits orders with customers established outside the Territory resulting in contracts of sale with customers established within the Territory.

如果代理人于在“地区”内设立的顾客进行业务中，由于招揽定单导致与“地区”外设立的顾客签订销售合同，并且如果委托人接受这种定单，则代理人应有权收取减低的佣金，其数量应根据具体情况个案决定。同样，若其他代理人在“地区”外设立的顾客招揽定单导致与“地区”内设立的顾客签订销售合同，则代理人的佣金也应减低。

15.3. A reduced commission may be agreed in advance between the Principal and the Agent in appropriate circumstances where a customer is to be granted terms or conditions which are more favorable than the Principal's standard conditions. If the parties have filled in §3 of Annex, VI the figures indicated therein shall apply in the respective situations.

在适当情况下，如果给予顾客的条款和条件比委托人的标准条件更为优惠，委托人和代理人之间可以事先商定经过减少的佣金。如果当事人已填写附件六 § 3，其中指明的数额应分别适用于各种情况。

15.4. Unless otherwise agreed in writing, the commission covers any expenses incurred by the Agent in fulfilling his obligations under this contract (such as telephone, telex, office, travel expenses, etc.)

除非另有书面商定，代理人为履行本合同之义务所发生的任何支出（如电话、电传、办公费用、差旅支出等）应由佣金负担。

Art. 16 Method of calculation commission and payment 第十六条 佣金和报酬的计算方法

16.1. Commission shall be calculated on the net amount of the involves, i.e. on the effective sales price (any discount other than cash discounts being deducted) clear of any additional charges (such as packing, transportation, insurance) and clear of all tariffs or taxes (including value added tax) of any kind, provided that such additional charges, tariffs and taxes are separately stated in the invoice.

佣金应根据发票的净金额计算，即实际销售价格（现金折扣以外的所有折扣都扣除）扣除任何附加费用（诸如包装、运输、保险），并扣除所有的关税和税收（包括增值税），如果这些附加费用，关税和税收在发票上分别列明的话。

16.2. The Agent shall acquire the right to commission after full payment by the customers of the invoiced price. In case of partial payment made in compliance with the sales contract, the Agent shall be entitled to a proportional advance payment. In case the Principal is insured against the risk of non-payment by his customers, the parties may agree that a commission be paid on the sums obtained by the Principal from the insurer, by filling in Annex VI, 4.1.

代理人在顾客全部支付发票价格后即取得收取佣金的权利。如果按照销售合同部分付款，代理人有权按比例预支其佣金。如果委托人就顾客不付贷款的风险而投保，当事人可以商定，通过填写附件六、4·1款，佣金以委托人从保险人处所得到的金额中进行支付。

16.3. The Principal shall provide the Agent with a statement of the commissions due in respect of each quarter and shall set out all the business in respect of which such commission is payable. The commission shall be paid not later than the last day of the month following the relevant quarter.

委托人应每一季度向代理人提交到期佣金的报表并且列举应付佣金的有关生意。佣金不得迟于该季度之后第一个月的最后一天支付。

16.4. The Agent is entitled to all the information, and in particular extracts from the Principal's books, in order to check the amount of the commission due to him. The Principal shall permit an independent auditor appointed for that purpose by the Agent to inspect the Principal's books for the purpose of checking the data relevant for the calculation of the Agent's commission. The costs of such inspection shall be borne by the Agent.

代理人有权取得所有资料，特别是委托人帐册的摘录，以便检查其应得的佣金额。委托人应允许代理人为此目的指定独立的审计师审查有关计算代理人佣金的材料，这种审查的费用应由代理人负担。

16.5. Should any governmental authorization (e.g. due to exchange control regulations in the Principal's country) be necessary for the Principal to transfer abroad the commission (or any other sum the Agent may be entitled to receive), then the payment of the amount shall be made after such authorization has been given. The Principal shall take all necessary steps for obtaining the above authorizations.

如果委托人将佣金（或代理人应收取的其他金额）转至国外须经政府授权（例如由于委托人国家的外汇管制条例），则应在取得这种授权后才进行支付。委托人为取得上述授权应采取所有的必要步骤。

16.6. Except as otherwise agreed, the commission shall be calculated in the currency of the sales contract in respect of which the commission is due.

除非另有约定，佣金应以须付佣金的销售合同的币种进行计算。

16.7. Any taxes imposed on the Agent's commission in the Territory are for the Agent's account.

在“地区”内就代理人佣金征收的任何税金都由代理人负担。

Art. 17 Unconcluded business 第十七条 未成交的业务

17.1. No commission shall be due in respect of offers or orders transmitted by the Agent and not accepted by the Principal.

代理人转交的报价或定单没有被委托人接受，不应支付佣金。

17.2. If a contract made by the Principal as a result of orders transmitted by the Agent is not thereafter put into effect, the Agent shall be entitled to commission unless non performance of the contract is due to reasons for which the Principal is not responsible.

如果代理人转交定单致使委托人签订合同，但此后合同未能生效，代理人应有收取佣金的权利，除非合同未能履行非由委托人应负责任的原因造成。

Art. 18 Term of the Contract 第十八条 合同条款

18.1. This contract is concluded 18.1. This contract enters for an indefinite period ----- and enters into force on into force on the ----- and shall remain in force ----- until ---.

本合同的期限为无限，自___日起生效。本合同自___日起生效，并在___以前继续有效。

18.2. This contract may be 18.2. This contract shall be terminated by either party by automatically renewed for notice given in writing by successive periods of one means of communication year, unless terminated by ensuring evidence and date of either party by notice given receipt (e.g. registered mail in writing by means of with return receipt, special communication ensuring courier, telex), not less than evidence and date of receipt 4 months in advance. If the (e.g. registered mail with contract has lasted for more return receipt, special courier, than five years, the period of telex), not less than four than five years, the period of telex), not less than four notice will be of 6 months. months before the date of The end of the period of expiry, by registered mail notice must coincide with the with return receipt. If the end of a calendar month. contract has lasted for more The parties may agree in than five years, the period of writing on longer periods of notice will be of 6 months. notice. The parties may agree in writing on longer periods of notice.

任何一方当事人可至少提前四个月通过保证有证据和收到日期的书面通讯手段(如有回执的挂号信、专门信使、电传)通知终止本合同。如果合同已持续五年以上，通知期限为六个月。通知期限的终止日应与某日历月份的最后一天相重合。当事人可以用书面约定更长的通知期限。除非任何一方当事人在合同满期之日前不少于四个月通过保证有证据和收到日期的书面通讯手段(如有回执的挂号信、专门信使、电传)提出终止合同，则本合同将以一年为一期自动连续延长。如果合同已持续五年以上，通知期限为六个月。双方可以通过书面约定更长的通知期限。

Art. 19 Unfinished business 第十九条 未完成的业务

19.1. Orders transmitted by the Agent or received by the Principal from customers established in the Territory before the expiry or termination of this contract and which result in the conclusion of a contract of sale not more than six months after such expiration, shall entitle the Agent to commission.

在本合同期满或终止前，代理人转交的或委托人收到在“地区”内设立的顾客订单，并因而在合同满期后的六个月内签订了销售合同，代理人有权对此收取佣金。

19.2. No commission is due to the Agent for contracts of sale made on the basis of orders received after the expiry or termination of this contract, save if such transaction is mainly attributable to the Agent's efforts during the period covered by the agency contract and if the contract was entered into within a reasonable period after the expiry or termination of this contract. The Agent must however inform the Principal in writing, before the expiry or termination of this contract, of the pending negotiations which may give rise to commission under this paragraph.

以在本合同期满或终止后所收到的定单为根据而签订的销售合同，代理人不应从中收取佣金，除非该交易主要归功于代理人在代理合同有效期内所作的努力，而且该销售合同是在本合同期满或终止后的合理期限内生效。然而，代理人必须在本合同期满或终止之前按本章节的规定，将尚未结束而据此款规定可能发生佣金的业务书面通知委托人。

Art. 20 Earlier termination 第二十条 提前终止合同

20.1. Each party may terminate this contract with immediate effect, by notice given in writing by means of communication ensuring evidence and date of receipt (e.g. registered mail with return receipt, special courier, telex), in case of a substantial breach by the other party of the obligations arising out of the contract, or in case of exceptional circumstances justifying the earlier termination.

如果出现一方当事人根本违反合同义务的情况或出现使提早终止合同成为合理的异常情况，各方当事人可以通过确保有证据和收到日期的书面通讯手段（例如有回执的挂号信、专门信使、电传）通知对方立即终止合同。

20.2. Any failure by a party to carry out all or part of his obligations under the contract resulting in such detriment to the other party as to substantially deprive him of what he is entitled to expect under the contract, shall be considered as a substantial breach for the purpose of article 20.1. above. Circumstances in which it would be unreasonable to require the terminating party to continue to be bound by this contract, shall be considered as exceptional circumstances for the purpose of article above.

一方当事人由于不履行本合同的全部或部分义务而损害另一方当事人的利益以致使其基本丧失期望从本合同取得的利益，则此种不履行应视为是上述 20.1 款中所谓的根本违约。若要求提出终止合同的一方仍受本合同之约束成为不合理，这种情况应视为是上述 20.1 款中的异常情况。

20.3. The parties hereby agree that the violation of the provisions ----- under 18 of the present contract is to ----- be considered in principle, unless the contrary is proved, as a substantial breach of the contract. Moreover, any violation of the contractual obligations may be considered as a substantial breach, if such violation is repeated notwithstanding a request by the other party to fulfill the contract obligations. The parties may make reference here to those particles for which a breach is consider of particular importance. This may be the case for articles 5 (non competition), 7.3. (Guaranteed minimum target: if agreed), 11.2. (unauthorized registration of the

principal's trademarks by the agent), 13.1. (grant of exclusivity by the principal) and 15.1 (payment of commission to the agent). It is recommended that the use of this article should be limited to essential situations only.

双方当事人商定, 违反本合同——的条款应在原则上视为是根本违反合同, 除非经证明情况与此相反。此外, 如尽管一方当事人请求另一方当事人履行合同义务, 而另一方仍再三违反合同义务, 则任何违反都可以视为是根本违反合同。

20.4. Furthermore, the parties agree that the following situations shall be considered as exceptional circumstances which justify the earlier termination by the other party: bankruptcy, moratorium, receivership, liquidation or any kind of composition between the debtor and the creditors, or any circumstances which are likely to affect substantially one party's ability to carry out his obligations under this contract.

另外, 双方当事人同意认定以下情况为异常情况, 可以作为一方要求提前终止合同的理由: 破产、延期偿付权、破产财产管理、清算或任何债权人和债务人之间的偿付协议, 以及其他可能严重影响一方执行本合同义务能力的情况。

20.5. If the parties have filled in Annex VII, the contract may also be terminated by the Principal with immediate effect in case of change of control, ownership and or management of the agent- company, according to the provisions set forth in Annex VII.

如果双方当事人已填写附件七, 遵照该附件的条款, 一旦作为代理的公司的控制权、所有权和 / 或经营发生变化, 委托人也可以立即终止合同。

20.6. If a party terminates the contract according to this article, the arbitrators ascertain that the reasons put forward by that party did not justify the earlier termination, the termination will be effective, but the other party will be entitled to damages for the unjustified earlier termination. Such damages will be equal to the average commission for the period the contract would have lasted in case of normal termination, unless the damaged party proves that the actual damage is higher (or, respectively, the party having terminated the contract proves that the actual damage is lower). The above damages are in addition to the indemnity which may be due under article 21.

如果一方当事人按照本条规定终止合同, 但是仲裁员确定该方所提出的理由并不能证明提前终止是正当的, 终止将生效, 但是另一方当事人有权因不正当的提前终止取得损害赔偿金。赔偿金应相当于若合同正常终止所持续的期限的平均佣金, 除非受损失一方证明实际损失要高于此数。(或者, 终止合同一方证明实际损失低于此数)。上述赔偿金是在第 21 条规定应付的补偿费之外。

Art. 21 Indemnity in case of termination 第二十一条 终止合同的补偿

21.1. The Agent shall be entitled to an indemnity ("good-will indemnity") if and to the extent that: compensation 20 ("goodwill indemnity") in case of

如果发生以下情况, 代理人无权要求商誉补偿或类似的赔偿。

a) he has brought the termination of the contract. Principal new customers or This provision does not limit has significantly increased the Agent's right to claim the volume of business damages for breach of contract ness with existing customers as far as the termination by and the Principal the Principal amounts to such continues to derive a breach, and is not already substantial benefits from covered by article 20.6. the business with such customers, and

代理人为委托人带来新的顾客或是大量增加了与现有顾客的业务,且委托人能够继续与这些顾客进行业务并得到实质性收益,以及

b) the payment of this indemnity is equitable having regard to all the circumstances and, in particular, the commission lost by the Agent on the business transacted with such customers.

考虑所有情况特别是代理人与上述顾客所进行业务的佣金损失,支付这一笔补偿费是公平的。

21.2. The amount of the in indemnity shall not exceed a figure equivalent to an indemnity for one year calculated from the Agent's average annual remuneration over the preceding five years and, if the contract lasted for less than five years, the indemnity shall be calculated on the average for the period in question.

补偿费的数额不得超过相当于一年的补偿,即按过去五年中代理人年平均报酬计算,如果合同持续期不满五年,应按实际年限的平均数进行计算。

21.3. The Agent will lose the right to indemnity if he does not claim the indemnity in writing within one year from contract termination.

如果在合同终止后的一年内,代理人未书面提出补偿的要求,其要求补偿的权利即告丧失。

21.4. The Agent shall have no right to indemnity in the following cases:

在下列情况下,代理人无权要求补偿:

a) where the Principal has terminated the contract according to the conditions set out in article 20;

委托人按照第 20 条的条件终止合同;

b) where the Agent has terminated the contract, unless the termination is justified under article 20 or on grounds of age, infirmity or illness in consequence of which the Agent cannot reasonably be required to continue his activities;

代理人终止合同,除非根据第 20 条该终止是合理的或由于代理人年老、体弱和疾病,要求其继续他的业务活动是不合理的。

c) where, in accordance with article 26.2, the Agent assigns his rights and duties under the agency contract to another person.

根据第 26.2 款,代理人将其在代理合同中的权利与义务转让给他人。

21.5. The goodwill indemnity provided for under this article is in lieu of any compensation for loss or damage arising out of the contract expiration or termination (except damages for breach of contract). In some countries, such as EEC countries which have adopted the EEC directive or other countries with similar mandatory rules, alternative A would violate mandatory requirements. 20 This broad definition is meant to cover any compensation to be paid in case of contract termination independent from a breach of contract by the Principal, including payments which are not defined as an "indemnity", or "goodwill indemnity, see above, §2 of the introduction.

本条所规定的商誉补偿是用以代替由于合同期满或终止所产生的损失的任何一种补偿（违约损害赔偿金除外）。

Art. 22 Return of documents and samples 第二十二条 退回文件和样品

Upon expiry of this agreement the Agent shall return to the Principal all advertising material and other documents and samples which have been supplied to him by the Principal and are in the Agent's possession.

在合同期满时代理人应退回委托人提供给代理人并由代理人占有的所有宣传广告材料、其他文件和样品。

Art. 23 Arbitration, Applicable law 第二十三条 仲裁——适用法律

23.1. Any dispute arising out of or in connection with the present Contract shall be finally settled in accordance with the Rules of Conciliation and Arbitration of the international Chamber of Commerce by one or more arbitrators designated in accordance to said Rules.

本合同引起的或与本合同有关的任何争端，应遵照“国际商会调解和仲裁规则”，由按照上述规则指定的一个或一个以上的仲裁员进行最终的解决。

23.2. The arbitrators shall apply the provisions constrained in this contract and the principles of law generally recognized in international trade as applicable to international agency contracts, with the exclusion - subject to article 23.3. hereunder of national laws. If the Agent is established within the EEC, the mandatory provisions of the EEC Directive of 18 December 1986 shall also apply.

仲裁员应适用本合同所包含的条款以及国际贸易中普遍承认适用于国际代理合同的法律原则，并在第 23.3 款管辖下，排除国内法。如果代理人是在欧共体国家中设立，则 1986 年 12 月 18 日的欧共体指令的强制性条款也同样应该适用。

23.3. The arbitrators shall in any case consider such mandatory provisions of the law of the country where the Agent is established which would be applicable even if the parties submit the agreement to a foreign law. The arbitrators will take the above provisions into account to the extent they embody principles which are universally recognized and provided their application appears reasonable in the context of international trade.

可能即使双方当事人将协议交付某一外国法管辖，代理人设立国法律的强制性规则也仍得适用；仲裁员在任何情况下都应考虑此类规则。仲裁员将考虑上述强制性规则，如果它们体现普遍承认的原则并且它们的适用从国际贸易的角度看是合理的。

Art. 24 Automatic inclusion under the present contract 第二十四条 本合同自动包含规则

24.1. If the parties have not made a choice between the alternative solutions provided in articles 8 and 18 under the letters A and B, by deleting one of the alternatives, and provided they have not expressly made a choice by other means, alternative A shall be considered applicable.

如果双方当事人没有对第 8 条和第 18 条中字母 A 和 B 所列举的供选用的方案作出选择并删除其中的一种，而且如果双方也没有明示地用其它方法作出选择，应认为方案 A 适用。

24.2. If the parties have not made a choice between the alternative solution provided in article 21 (goodwill indemnity in case of termination) under the letters A and B, by deleting one of the alternatives, and provided they have not expressly made a choice by other means, alternative A shall be considered applicable if the Agent is established in a country where a goodwill indemnity in case of termination is recognized by mandatory law and alternative B shall apply in the opposite case.

如果双方当事人没有对第 21 条（终止合同的商誉补偿）中的字母 A 和 B 所列举的供选用的方案作出选择并删除其中的一种，而且如果双方没有明示地用其他方法作出选择，则当代理人设立在合同终止时商誉补偿为强制法律所承认的国家中时，方案 A 应认为是适用的；反之，方案 B 应适用。

24.3. The annexes attached to this contract form an integral part of the agreement.

Annexes or part of annexes which have not been filled in will be effective only to the extent and under the conditions indicated in this contract.

本合同的附件构成协议的组成部分。各附件或部分附件未经填写者，其有效程度仅由依照本合同规定的条件。

Art. 25 Previous agreements - Modifications - Nullity 第二十五条 先前的协议·修改·废除

25.1. This Contract replaces any other preceding agreement between the parties on the subject.

本合同取代双方当事人之间过去有关该事项的任何其他协议。

25.2. No addition or modification to this contract shall be valid unless made in writing. However a party may be precluded by his conduct from asserting the invalidity of additions or modifications not made in writing to the extent that the other party has relied on such conduct.

除非以书面形式做成，对本合同所进行的补充和修改均无效。但是若一方当事人已依赖另一方的行为，则另一方可能因其自己的行为而致无权声称该非书面做成的补充或修改无效。

25.3. The nullity of a particular clause of this contract shall not involve the nullity of the whole agreement, unless such clause is to be considered as substantial, i.e. if the clause is of such importance that the parties (or the party to the benefit of which such clause is made) would not have entered into the contract if it knew that the clause would not be valid.

本合同某一条款的无效不应导致整个合同无效，除非该条款被认为是实质性的，即该条款如此重要，以致双方当事人（或该条款是为某利益而制定的一方当事人）如果知道该条款无效，就不会签订合同。

Art. 26 Prohibition of assignment 第二十六条 禁止转让

26.1. The present contract cannot be assigned without prior written agreement between the two parties.

未经双方当事人事前书面同意，本合同不得转让。

26.2. If article 21 A is applicable, and if there has been assignment by the Agent with the Principal's consent according to article 21.4(c), the goodwill indemnity of the new agent shall be calculated by also taking into account the activity of the old agent, according to article 21. It is expressly agreed that the amount that may have been paid by the new agent to the previous one shall not be taken into account when calculating the indemnity. The purpose of this sentence is to make clear that the price paid by the new agent to the old one (which price may be influenced by facts which are out of the scope of the agency agreement), is not a basis for calculating the indemnity.

如果适用第 21 条 A，并且代理人按照第 21.4 (C) 节，经委托人同意转让了合同，根据第 21 条，在计算新代理人的商誉补偿时，也应考虑前任代理人的活动。在计算补偿（注 21）时，双方明示商定新代理人可能向前任代理人支付的金额不考虑在内。

Art. 27 Authentic text 第二十七条 有效文本

The English text of this contract is the only authentic text.

本合同的英文文本是唯一的有效文本。

Made in on the ----- 合同签订的地点日期

The Principal 委托人

The Agent 代理人

If the contract is written in another language this clause should of course be modified to indicate the language of the contract.

ANNEX I PRODUCTS AND TERRITORY 附件一产品和地区

(Article 1.1.) (第 1.1 款)

§1. Products § 1. 产品

If this paragraph 1 of Annex I has not been filled in, all products manufactured and/or sold by the Principal at present and in the future shall be considered as "Products" for the purpose of this contract.----- If the parties choose this solution (including any

future products in the contract) problems may arise in case of conflict between new products from the manufacturer and products of other manufacturers already represented by the agent. If such problems are foreseeable, the parties should define appropriate rules for solving the conflict.

如果附件一的本段 1 未经填写,委托人在目前和将来所制造和 / 或销售的所有产品都应视为本合同中的“产品”(注 2 3)。

§2. Territory § 2 . 地区

If this paragraph 2 of Annex I has not been filled in, the whole territory of the country where the Agent has his place of business will be considered as "Territory" for the purpose of this contract.

如果附件一的本段 2 未经填写,代理人设立营业地的国家的整个领土应视为本合同中的“地区”。

ANNEX II PRODUCTS AND PRINCIPALS REPRESENTED BY THE AGENT

附件二 代理人所代理的产品和委托人

(Article 5.4.) (第 5 . 4 节)

This Annex is applicable only if filled in by the parties.

本附件仅在经双方当事人填写后才能适用

The Agent hereby declares that he represents (and/or distributes or manufactures) the following products, directly or indirectly, at the time of the conclusion of the present contract:

代理人兹宣布,从本合同签订之日起,其直接或间接地代理和 / 或销售或制造)以下产品:

PRINCIPAL 委托人

PRODUCTS 产品

ANNEX III ADVERTISING, FAIRS AND EXHIBITIONS

附件三 广告•交易会 and 展览会

§1. Advertising (art. 6.2.) § 1 . 广告 (第 6 . 2 款)

Except as otherwise agreed in writing, the costs of agreed advertising shall be shared between the parties as follows:

除非另有书面约定,经过同意的广告费用应由双方当事人按下列比例进行分摊:

----- Principle: %委托人_____%

----- Agent: %代理人_____%

If the figures left blank in the above paragraph are not filled in by, the parties, each party will bear the advertising expenses it has incurred.

如果双方未在上段的空格中填写数字,则各方负担其已经发生的广告费用

§2. Fairs and exhibitions (art. 6.3.) § 2 . 交易会 and 展览会 (第 6 . 3 款)

Except as otherwise agreed in writing, the costs for participation in fairs and exhibitions in the Territory shall be shared between the parties as follows:

除非另有书面约定,参加“地区”内的交易会 and 展览会的费用应由双方按下列比例进行分摊:

----- Principal: %委托人____%

----- Agent: %代理人____%

If the figures left blank in the above paragraph are not filled in by the parties, each party will bear the expenses for participation in fairs and exhibitions it has incurred.
如果双方未在上段的空格中填写数字，则各方负担其已经发生的参加交易会 and 展览会的费用。

ANNEX IV GUARANTEED MINIMUM TARGET

附件四 保证完成的最低目标

(Article 7.3) (第 7 . 3 款)

This Annex IV is applicable only if the parties have fixed the minimum target by filling in one of the alternative figures hereafter -----

本附件仅在双方填写以下供选用的方式之一，从而确定了最低目标后才能适用。

The Agent undertakes, during each year, to transmit orders for not less than:

代理人在每一年度中承诺向委托人转交的定单不能低于：

If this alternative is chosen, care should be taken in order to avoid that the agreed sum is automatically reduced (from year to year) as a consequence of inflation, e.g. by providing a yearly increase. If at the end of the year the above Guaranteed Minimum Target has not been attained, for reasons other than those for which the Principal can be held responsible, subject to giving one month's notice, the Principal shall be entitled at his choice, to terminate this contract, or to cancel the Agent's exclusivity, or to reduce the extension of the Territory. This right must however be exercised in writing not later than two months after the end of the year in which the Guaranteed Minimum Target has not been attained. Unless the parties hereafter agree on different figures, the Guaranteed Minimum Target indicated above shall also be applicable for each year of the duration (including the case of renewal) of this agreement.

如果在该年度末，上述目标没有实现，且非委托人的责任，则委托人有权选择终止本合同，或取消代理人的独家代理权，或缩小“地区”的范围，但应提前一个月通知。此权利必须以书面形式在未实现保证完成最低目标的年度终了之后的两个月内行使。除非将来商定不同的数字，上述保证实现的最低目标应在本合同的期限内（包括合同展期）的每一年度中适用。

ANNEX V DEL CREDERE²⁵ 附件五 担保买方支付（注 2 5）

(Article 10.2) (第 1 0 . 2 款)

In choosing the options parties should pay attention to the legal rules of the country where the agent is established. In some legal systems (e.g. Great Britain) there are no limitations; in others (e.g. Germany) the del credere obligation must be limited to specific business or customers and a special commission must be paid; in other countries (e.g. Italy) del credere may be granted on all business, and without special commission, but only for a percentage of the loss.

This Annex V is applicable only to the extent it is filled in and provided it has been signed by the parties

本附件五仅在经填写并经双方当事人签字后方才适用

The Agent shall act as a del credere agent according to the conditions stated hereafter. A del credere obligation means that the Agent undertakes to reimburse to the Principal the total or partial amount (according to the alternative solutions under §2 hereafter) of unpaid sums that the Principal is entitled to receive from customers and which have not been paid for reasons for which the Principal is not responsible. The del credere obligation does not cover the expenses incurred by the Principal for recovering his credits.

根据下述条件，代理人应担当担保买方支付的代理人。担保买方支付的义务是指代理人承担向委托人偿付未付款的全部或部分金额（根据以下§2的选用方案）。该欠款委托人有权经顾客收取，而且未支付欠款并非委托人的责任。保付货价的义务不包括委托人为上回拖欠款所发生的费用。

1. The agent shall be responsible: 代理人应负责:

.A for any business transmitted by him 所有由其转交的业务

.B. only for business or customers expressly agreed case by case

仅限于逐项明示约定的顾客或业务

2. The agent's responsibility shall be: 代理人的责任应为:

.A unlimited 无限的

.B limited to ____% of the sums not recovered²⁶ 限于尚未收回金额的(注 2 6) ____%

.C limited to _____ times the agreed commission 限于约定佣金的 ____ 倍

Options 2.B and 2.C may be used together: e.g. not more than 15% of the sums not recovered and not more than three times the agreed commission.

3. The agent shall be entitled to an extra commission of __ % on all business on which he has granted del credere.

代理人对所有授予担保买方支付的业务，有权收取 ____ %的额外佣金。

4. No del credere is due if the loss is due to reasons for which the Principal is clearly responsible.

如果由于委托人明显的责任而造成损失，不成支付保付货价。

5. The Agent has no right to commission according to article 16.2. However, the del credere obligation shall in no case exceed the total amount due by the customer minus the Agent's commission.

根据第 1 6 . 2 款，代理人无权收取佣金。但是担保买方支付的义务决不应超过顾客应付总金额减去代理人佣金的金额。

The Principal 委托商 The Agent 代理商

ANNEX VI COMMISSIONS 附件六 佣金

§1. Amount of commission (Art. 15.1.) § 1 . 佣金金额 (第 1 5 . 1 款)

1.1. Simple commission 简单佣金

Amount of commission is ____ % 佣金金额为-----%

1.2. Different levels of commission according to the value of the sales contract.

根据销售合同价值而定的不同佣金标准

§3. Negotiation margins and discounts (Art. 15.3.) § 3 谈判幅度和折扣 (第 1 5 . 3 款)

3.1. Negotiation margins 谈判幅度

The Agent has a negotiation margin of -----% on the prices set out in the price-list in force. Therefore, the Agent may propose to customers any discount within such margins without reduction to his rate of commission.

代理人对现行价格目录上所列的价格有百分之-----的谈判幅度。因此代理人可以向顾客提出在此幅度内的任何折扣而不降低其佣金比例。

3.2 Authorized discount 经认可的折扣

The Agent is entitled to propose to customers the following discounts, which entail a reduction in his commission, in accordance with the schedule hereunder:

代理人有权向顾客提出以下折扣，但其佣金根据下列细表相应降低：

3.3. Discount to be agreed upon 待商定的折扣

The Agent undertakes not to propose to the customers any discount higher than the maximum discount shown in the schedule set out in §3.2. above, without prior written authority from the Principal.

代理人承诺未经委托人事先以书面授权，不向顾客提出高于上述 § 3 . 2 表格上所列的最高折扣。

§4. Commission on insured credits (art. 16.2) 经保险的赊欠款的佣金 (第 1 6 . 2 节)

If the Principal is insured against the insolvency of his customers, and he is paid by the insurer (instead of receiving the price from the customer) the Agent is entitled:

如果委托人就顾客无力偿付进行投保，并且其从保险人处得到了该款额（而不是从顾客处收取贷款），则代理人有权收取：to a half commission on the sums paid by the insurer 按保险人支付总额计算的佣金的一半。to the full commission on the sums paid by the insurer, after deduction of the costs or expenses borne by the Principal with reference to the non-payment.按保险人支付总额计算的佣金的全部，扣除委托人就解决顾客不支付所支付的成本或费用。

ANNEX VII CHANGE OF CONTROL, OWNERSHIP AND/OR MANAGEMENT IN THE AGENT COMPANY

附件七 代理公司改变控制权、所有权或管理权

(Article 20.5) (第 2 0 . 5 款)

The principal may terminate the agreement with immediate effect, if:

委托人可以立即终止合同，如果：

Mr. ceases to own more than -----% of the shares of the Agent company

先生不再拥有代理公司_____ %以上的股份。

Mr. ceases to be the of the Agent company 先生不再担任代理公司的_____ 职务。

Specify here the position that the qualifying person has in the agent company, e.g. director, general manager, president of the board, as the case may be. This clause may be dangerous for the agent company, particularly if the qualifying person is not the owner, but only an employee. At the same time, if alternative A of article 21 is applicable, the Agent company may terminate this contract on grounds of the ----- age, infirmity or illness of Mr. ----- according to article 21.4 A, (b), without losing the right to the goodwill indemnity under such provision.

同时，如果第 2 1 节的方案 A 适用，代理公司可以根据第 2 1 . 4 节的 A (b) 由于__先生 年高、体弱或有病而终止本合同，但按照以上条款其不丧失商誉补偿的权利。