

加盟协议

Franchising Agreement

Between:

Himin Solar Co., Ltd

皇明太阳能股份有限公司

Having its registered office at:

地址：山东省 德州市 经济开发区

太阳谷大道 皇明日月坛大厦

Sun-Moon Mansion, Solar valley road, Dezhou Economic Development Zone, Shangdong Province, China

Hereinafter referred to as “Himin” or “Party A” 以下“甲方”为皇明集团

And

COMPANY: _____

Having its registered office at :

Herein after referred as “_____” or “Party B” 以下乙方为

为在平等互利的基础上发展贸易，有关方按下列条件签订本协议：

On basis of equality and mutual benefits, the two parties enter into this

Agreement to develop business:

1. 约因

Object of The Agreement

为发展贸易开拓市场，乙方在甲方的授权下在以下区域设立气候改善商城，约定条件如下：

To expand the market, Party B is authorized to open the Climate Mart in the mentioned territory by Party A. They agree with the terms and conditions as follows:

2. 商品名称

Commodity

产品名称：皇明商标气候改善相关产品

Product：Products related with Climate Change under Himin brand

3. 区域

Territory

只限在_____。

In _____ only.

4. 乙方的权利与义务

Rights and Obligations of Party B

- (1) 乙方在指定区域建立气候改善店面，并在店里展示销售皇明品牌气候改善相关产品。
- (2) 乙方签订加盟协议后一个月内向甲方支付首笔 2 万美元货款（区域总代理 5 万美元）；如 30 个工作日内未付款，此协议自动失效。
- (3) 乙方需在签订加盟协议 3 个月内建店完成并验收通过或专营柜台铺货完成。
- (4) 乙方如需甲方派人进行店面指导和培训，差旅费和培训费另议。
- (5) 乙方每月向甲方提供市场和业务情况。

(1) Party B shall open the Climate Mart in the mentioned territory. The “HIMIN” brand climate change products will be showed and sold in the mart.

(2) Party B shall pay Party A 20,000USD (area sole agent 50,000USD) as the first payment for goods in one month after signing the Franchising Agreement; if Party B does not pay the first product payment in 30 working days, this Agreement will be lapsed automatically.

(3) Party B shall complete the store /counter decoration, sample displaying and pass the acceptance checking by Party A in three months after signing Agreement.

(4) If Party B needs some person from Party A to train and guide, the itinerary and train fee

ADD: SUN-MOON MANSION, SOLAR VALLEY ROAD, DEZHOU ECONOMIC DEVELOPMENT ZONE, ²
SHANDONG PROVINCE, CHINA

TEL:86-534-5089247, FAX:86-534-2312962

can be negotiated .

(5) Party B shall send monthly report of market and business to Party A.

5. 甲方的权利与义务

Rights and Obligations of Party A

- (1) 甲方提供店面设计方案和装修要求。
- (2) 甲方有义务给予乙方产品、技术和市场培训。
- (3) 甲方授权乙方使用气候改善商标，允许乙方经营气候改善商城。
- (4) 如乙方需求，甲方应及时为乙方提供工程设计。
- (5) 甲方应把获取的乙方代理区域内的销售信息及时转交给乙方负责。

(1) Party A supplies mart design and decoration requirements.

(2) Party A is obliged to supply product, technical and marketing train.

(3) Party A gives authorization to Party B for using Climate Mart brand and managing Climate Mart.

(4) Party A shall provide project design in time according to Party B's requirement.

(5) Party A shall send the sale informations in the mentioned territory to Party B.

6. 价格及销售条件

Price and Sale Conditions

甲方应向乙方提供产品价格明细；甲方提供的所有价格均以美元计价；根据乙方实际情况，双方商议年销售额，如乙方达成率低于 **80%**，甲方有权利取消乙方的加盟权。

Party A will provide the price list to Party B. All prices provided by Party A will be expressed in USD; according to Party B practical situation, two Parties negotiate annual sales target, if Party B's sale is lower than 80% of the target, Party A has the right to terminate Party B's franchising certificate.

7. 订单的确认

Confirmation of Orders

本协议所规定商品的数量、价格及装运条件等，应在每笔交易中确认，其细目应在双方签订的销售协议书中做出规定。

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

8. 付款

Payment

乙方全款货款到账后，甲方给予发货。

Party A will deliver the goods after receiving the total payment from Party B.

9. 宣传广告费用

Advertising & Publicity Expenses

在本协议有效期内，乙方在上述经销地区所作广告宣传的一切费用，由乙方自理。乙方须事先向甲方提供宣传广告的图案及文字说明，由甲方审阅同意。

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

10. 保密条款

Confidential Information

双方一致同意，在整个合同期间和合同终止后所有的技术商业及金融方面的信息都将作为商业机密，只能共享不可外传。

The Party A and Party B agree to deem as confidential all technical, commercial and financial information shared between the parties during the whole life of the contract and after its termination, can't disclose to any other parties.

11. 协议有效期

Validity of Agreement

本协议经双方签字后生效，有效期为_____个月，自_____至_____。若一方希望延长本协议，则须在本协议期满前2个月书面通知另一方，经双方协商决定。如一方违反协议条款，经双方沟通无效后，另一方有权终止本协议。

This Agreement, after its being signed by the parties concerned, shall remain in force for months from_____to_____. If either Party wishes to extend this Agreement, he shall notice, in writing, the other Party two months 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 entitled to terminate this Agreement after ineffective communications between two Parties.

12. 仲裁

Arbitration

在履行协议过程中，如产生争议，双方应友好协商解决。若通过友好协商达不成协议，则提交中国国际经济贸易仲裁委员会，根据该会仲裁程序暂行规定进行仲裁。该委员会的决定是终局的，对双方均具有约束力。仲裁费用，除另有规定外，由败诉一方负担。

All disputes arising from the execution of this Agreement shall be settled through friendly consultations. In case no settlement can be reached, the case in dispute shall then be submitted to China international economy and trade arbitration committee for arbitration and Chinese law is applicable for substantive law. The decision made by this Commission shall be regarded as final and binding upon both parties. Arbitration fees shall be borne by the losing party, unless otherwise specified.

13. 其他条款

Other Terms & Conditions

(1) 本协议受签约双方所签订的销售确认条款的制约。

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

(2) 商标权属于皇明太阳能股份有限公司所有，在乙方经营期间，若甲方发现乙方有损害甲方利益的行为且不能有效整改，甲方有权取消乙方经营气候改善商城的权利。

The brand belongs to Party A. Party A will cancel the authorization of Party B if Party B has action bad for Party A and Party B fails to stop the bad action during the marketing and business.

(3) 乙方不得转让其加盟权。终止合同后乙方应负责产品在保修期之内的服务责任。超出保修期的客户资料应转交给新的加盟商，或皇明太阳能股份有限公司。

Party B can't convey the authorization to other company. After terminating the contract, Party B has to bear the incumbency of service for users to the products within the maintaining term. The archives of users should be conveyed to the new partner or Himin Solar Co. Ltd., if the products go beyond the maintaining term.

本协议于____年__月__日在____签订，正本一式两份，甲乙双方各执一份。此协议由中英文拟订，如有歧义以中文为准。

This Agreement is signed on _____ at _____ and is done in duplicate, each Party holds one. The Agreement is drawn out in Chinese and English. In case of any discrepancies, the Chinese will prevail.

Party A:
Signed by

Party B:
Signed by

Himin Solar Co.,Ltd.

SUN-MOON MANSION, SOLAR VALLEY ROAD,

DEZHOU ECONOMIC DEVELOPMENT ZONE,

SHANDONG PROVINCE, CHINA