

# COMMISSION SALES PURCHASE AGREEMENT

## 委托销售采购协议合同

Party A (甲方): DEIL GROUP CO., LTD

Party A Subsidiaries Company(ies): 义乌市歆旻贸易有限公司

Party A Subsidiaries Company(ies): 上海包一夫商务咨询有限公司

Party A Subsidiaries Company(ies): 义乌市昉税国际贸易有限公司

Party A Subsidiaries Company(ies): 义乌市得昉贸易有限公司

Party A Subsidiaries Company(ies): Other Foreign and Chinese LLC Available on: <https://license.deil-loft.com>

Party B (乙方):

Party B's Subsidiary Company (乙方下属公司):

This Commission Sales Purchase Agreement Contract (the "Agreement") is hereby entered into by and between DEIL GROUP CO., LTD ("Party A") and "Party B" on the date indicated at the end of this contract, with the "Effective Date" being the same as the aforementioned date.

本委托销售采购协议合同（以下简称“本协议”）由 DEIL GROUP CO., LTD（以下简称“甲方”）与“乙方”于本合同末尾注明的日期签订，“生效日期”与上述日期相同。

This Commission Sales Purchase Agreement Contract ("Contract") consists of eleven (11) pages only. The English language content of this contract is the most official and legally binding, while the Chinese translation is provided for reference purposes only.

By entering into this Contract, the parties involved agree to the terms and conditions outlined herein for the sale of goods and the commission sales arrangement. It is important to carefully review and understand the provisions of this Contract before proceeding with any sales transactions. Any discrepancies or conflicts between the English and Chinese versions of this Contract shall be resolved in favor of the English language content. The parties acknowledge that the English language version of this Contract accurately represents the intentions and agreements reached between them. The Chinese translation is provided as a courtesy and may not capture the exact nuances of the English language content.

本佣金销售购买协议合同（“合同”）仅由九（11）页组成。本合同的英文内容最为正式且具有法律约束力，中文译文仅供参考。

通过签订本合同，相关各方同意本合同中概述的货物销售和委托销售安排的条款和条件。在进行任何销售交易之前，仔细阅读并理解本合同的条款非常重要。本合同英文版和中文版之间的任何差异或冲突均应以英文内容为准。双方承认本合同的英文版本准确地表达了双方之间达成的意图和协议。出于礼貌提供中文翻译，可能无法准确捕捉英语内容的细微差别。

### 1.0. Purpose and Scope of Agreement:

1.1 Party A, being an expert in sourcing customers for various products, will actively source customers for Party B's products and facilitate their purchase.

1.2 Party B agrees to pay Party A a commission based on the sales generated through Party A's efforts.

### 2.0. Commission:

2.1 Party B agrees to pay Party A a commission based on **Table-1** of the gross (total) amount for each successful sale generated by Party A official invoice and corresponding to the bank telex report of official receipt.

2.2 Party B is responsible for paying a commission to Party A within a period of 7 to 10 working days from the date of receipt of payment from Party A or Party A customer.

2.3. The currency mentioned in Table-1 is United States dollars, if other currency should be used by the buyer, then it shall be concerted to the official exchange rate available online.

### 1.0 协议目的及范围

1.1 甲方作为各类产品的找客专家，将积极为乙方的产品找客并为其购买提供便利。

1.2 乙方同意根据甲方努力产生的销售额向甲方支付佣金。

### 2.0. 佣金

2.1 乙方同意按照甲方正式发票所产生的每笔成功销售的总金额（与正式收据对应的银行电传报告）表一向甲方支付佣金。

2.2 乙方负责在收到甲方或甲方客户付款之日起 7 至 10 个工作日内向甲方支付佣金。

2.3. 表 1 中所提及的货币为美元，如果买家需要使用其他货币，则应以官方网上公布的汇率为准。

No	Gross Amount (in USD) of Party A's Buyer (sales) 甲方买家总金额（美元）（销售额）	% Commission %佣金	Commission Applied on. 佣金适用于
1	0 to \$100,000	5% or Stated on the simplified CSPA Version	Total Sales Amount
2	Greater than \$100,000 to \$500,000	5% or Stated on the simplified CSPA Version	Total Sales Amount
3	Greater than \$500,000 to \$1,000,000	5% or Stated on the simplified CSPA Version	Total Sales Amount
4	Greater than One Million USD to One Hundred Million USD	5% or Stated on the simplified CSPA Version	Total Sales Amount
5	Greater than One Hundred Million USD	5% or Stated on the simplified CSPA Version	Total Sales Amount

Table-1

Disclaimer: Contract Number (合同号): DEIL19902023-885786

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## 委托销售采购协议合同

### 3.0. Payment Method:

3.1 Party B shall make all commission payments to Party A through Party A's official bank account. Party A will provide the necessary banking details for this purpose.

3.2. Party A official bank account details (stated below).

#### 3.0. 付款方式

3.1 乙方应通过甲方的官方银行账户向甲方支付全部佣金。甲方将为此目的提供必要的银行详细信息。

3.2. 甲方官方银行账户详细信息（如下所述）。

<b>SELLER'S BANK INFORMATION (CHINA): ICBC BANK</b>
BENEFICIARY NAME: SHANGHAI DERIED EDMOND INVESTMENT BUSINESS CONSULTING CO., LTD
BENEFICIARY NAME: 上海包一夫商务咨询有限公司
BENEFICIARY A/C NO (DOLLARS): 1001739609140054117 (CONSULTANCY)
BENEFICIARY ADD: NO.218 ZHONGSHAN TWO ROAD, SONGJIANG 201600, SHANGHAI, P.R. CHINA
BENEFICIARY COMPANY ADDRESS: 503, 5TH FLOOR, NO.7, LANE 4855, GUANGFULIN ROAD, SONGJIANG DISTRICT, SHANGHAI
BENEFICIARY BANK: INDUSTRIAL & COMMERCIAL BANK OF CHINA, ICBC
BENEFICIARY BANK ADD: NO.218 ZHONGSHAN TWO ROAD, SONGJIANG 201600, SHANGHAI, P.R. CHINA
SWIFT CODE: ICBKCNBJSHI

<b>PARTY A'S BANK INFORMATION (CHINA): ZJRCUB BANK</b>
BANK NAME (ENGLISH): ZHE JIANG RURAL COMMERCIAL BANK (ZJRCUB)
BANK NAME (CHINESE): 义乌农商银行稠江支行
ACCOUNT NAME (ENGLISH):
ACCOUNT NAME (CHINESE): 义乌市歆旻贸易有限公司 (YIWU SHI XINMIN MAOYI YOUXIAN GONG SI)
ACCOUNT NO. (RMB): 201000296183304
ACCOUNT NO. (DOLLARS):
SWIFT CODE (FOR INTERNATIONAL TRANSFER):
BANK ADDRESS (ENGLISH): YIWU CITY, ZHEJIANG, P.R. CHINA
BANK ADDRESS (CHINESE): 义乌农商银行稠江支行总部经济园 A2.

<b>PARTY A'S BANK INFORMATION (NIGERIA): GUARANTTEE TRUST BANK</b>
BANK NAME: GUARANTEE TRUST BANK, NIGERIA
ACCOUNT NAME: DERIED EDMONDS INVESTMENTS LIMITED
COMPANY ADDRESS (ENGLISH): SUITE 3003, KINGFEM GA24/7, PLOT 264 AHMADU BELLO WAY, MABUSHI, ABUJA, NIGERIA
COMPANY ADDRESS (CHINESE):
ACCOUNT NO. (NIGERIAN, NAIRA): 0476623777
ACCOUNT NO. (USA, DOLLARS): 0476623801
ACCOUNT NO. (G BRITISH, POUNDS): 0476623557
ACCOUNT NO. (EUROS): 0476623564

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## 委托销售采购协议合同

SWIFT CODE (FOR INTERNATIONAL TRANSFER): GTBINGLA

BANK ADDRESS: ABUJA, F.C.T. NIGERIA

3.3. Party B official bank account details

3.3. 乙方官方银行账户详细信息

### PARTY B'S BANK INFORMATION (CHINA):

BENEFICIARY BANK NAME:

BENEFICIARY ACCOUNT NAME:

BENEFICIARY A/C NO (DOLLARS):

BENEFICIARY ADD:

BENEFICIARY COMPANY ADDRESS:

BENEFICIARY BANK:

SWIFT CODE:

3.3.1. Party B, operating as a singular Private Limited Liability company, shall be obligated to utilize their own company bank account, bearing the same company name, for the purpose of receiving payments from Party A's end buyers.

3.3.2. In the case of Party B operating as a group company or having multiple subsidiary companies, it is also required that they exclusively employ their own company bank account, with the same company name, for the receipt of payments from the end buyers.

3.3.3. It is strictly prohibited for Party B to utilize a third-party bank account for the purpose of receiving payments from Party A's end buyers, as doing so would constitute a breach of the Contract.

3.3.1. 乙方作为单一私人有限责任公司运营，有义务使用自己的公司银行账户（具有相同的公司名称）接收甲方最终买家的付款。

3.3.2. 如果乙方作为集团公司经营或拥有多个子公司，还要求其专门使用自己的公司银行账户（具有相同的公司名称）来接收最终买家的付款。

3.3.3. 严禁乙方利用第三方银行账户接收甲方最终买家的付款，否则将构成违约。

## 4. Duties and Responsibilities:

### 4.1 Party A's Duties:

4.1.1. Actively source potential customers for Party B's products.

4.1.2. Provide necessary information and support to facilitate the purchase process.

4.1.3. Maintain regular communication with Party B regarding customer inquiries, orders, and any relevant updates.

4.1.4. Party B shall inform Party A of any direct or indirect sales made to customers sourced by Party A.

### 4. 职责和责任:

#### 4.1 甲方的职责:

4.1.1. 积极为乙方产品寻找潜在客户。

4.1.2. 提供必要的信息和支持以促进购买过程。

4.1.3. 与乙方就客户查询、订单和任何相关更新保持定期沟通。

4.1.4. 乙方应将向甲方采购的客户进行的任何直接或间接销售告知甲方。

### 4.2 Party B's Duties:

4.2.1. Provide Party A with accurate product information, pricing, and availability.

4.2.2. Process customer orders promptly and efficiently.

4.2.3. Ensure timely delivery of products to customers.

### 4.2 乙方的职责:

4.2.1. 向甲方提供准确的产品信息、定价和供货情况。

4.2.2. 及时高效地处理客户订单。

4.2.3. 确保产品及时交付给客户。

## 5.0. Duration:

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5.1 This Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years.

5. 持续时间:

5.1 本协议自生效日期起生效, 有效期三 (3) 年。

### 6.0. Shipping:

6.1 All shipping of goods sourced by Party A shall be handled by Party C, a shipping company designated by Party A.

6.2 Party A reserves the right to appoint another shipping company for the transportation of goods, provided that Party B is duly informed in writing.

6.3. Party B may notify Party A in writing if they want to handle the shipping and Logistics

6. 运输:

6.1 甲方采购的所有货物均由丙方 (甲方指定的货运公司) 负责承运。

6.2 甲方保留指定另一家船公司运输货物的权利, 但须以书面形式正式通知乙方。

6.3. 乙方如需办理运输及物流, 可书面通知甲方。

### 7.0. Confidentiality and Amendment

7.1 Both parties agree to treat all confidential information shared during the course of this Agreement as strictly confidential.

7.2 Confidential information shall not be disclosed to any third party without the prior written consent of the disclosing party.

7.3. Confidentiality of Party A Customers: Party B agrees to maintain the confidentiality of all customer information belonging to Party A and shall not disclose such information to any third party for the purpose of purchasing goods or services without the prior written consent of Party A.

7.4. Notification and Amendment: Any proposed amendments to this contract by Party B shall be communicated to Party A in the form of an official letter. Party A will review the proposed amendments and has the sole discretion to approve or reject them. Any approved amendments shall be made in writing and incorporated into this contract as an addendum or an updated version, mutually agreed upon by both parties.

### 7.0. 保密和修改

7.1 双方同意对本协议期间共享的所有机密信息严格保密。

7.2 未经披露方事先书面同意, 不得向任何第三方披露保密信息。

7.3. 甲方客户的保密: 乙方同意对属于甲方的所有客户信息保密, 未经甲方事先书面同意, 不得为了购买商品或服务的目的而向任何第三方披露该等信息。

7.4. 通知和修改: 乙方对本合同的任何修改建议应以正式信件的形式通知甲方。甲方将审查拟议的修改并有权自行决定批准或拒绝它们。任何经批准的修改均应以书面形式作出, 并作为附录或更新版本纳入本合同, 并经双方同意。

### 8.0. Governing Law and Jurisdiction:

8.1 This Agreement shall be governed by and construed in accordance with the laws of The Peoples Republic of China and the Federal Republic of Nigeria.

8.2 Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Peoples Republic of China and the Federal Republic of Nigeria.

8. 适用法律和管辖权:

8.1 本协议受中华人民共和国和尼日利亚联邦共和国法律管辖并按其解释。

8.2 因本协议引起的或与本协议有关的任何争议均应受中华人民共和国和尼日利亚联邦共和国法院的专属管辖。

### 9.0. General Terms:

9.1. Payment Terms: Payment terms shall be made in accordance to clause 3.1.

9.1.1. Late Payment: Party B shall be making payment within the specified timeline, else this is deemed as a bridge of contract.

9.2. Delivery Terms: All and each delivery shall be handled by Party A company.

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## 委托销售采购协议合同

**9.3. Title and Risk of Loss:** Either party who handles the shipping and logistics shall assume full responsibility for the safe transport and delivery of the products. Upon receipt of the packing list provided by Party B, Party B agrees to meticulously inspect, verify, and confirm the completeness of the products before packaging them securely. Party B shall employ appropriate packaging materials and techniques to ensure the products are adequately protected from potential damage during transit.

Transportation responsibility details: Party A shall designate logistics delivery for transportation.

9.3.1. Party A is responsible for any damage caused during transportation - This means that Party B will not do any international shipping and logistics.

Furthermore, "the shipping and logistic Party" shall take all necessary precautions to mitigate the risk of loss during transportation, such as adhering to industry-standard handling and shipping practices, engaging reputable logistics providers, and obtaining suitable insurance coverage to protect against any unforeseen incidents that may result in loss or damage to the products.

In the event of any loss or damage occurring during transit, "the shipping and logistic Party" shall promptly notify Party A and collaborate in good faith to determine the appropriate course of action, which may include filing an insurance claim or arranging for replacement or repair of the affected products.

**9.4. Warranties:** Party B shall provide comprehensive warranties to all clients of Party A. The terms and conditions of these warranties shall be clearly outlined in each proforma sales invoice. Party B shall ensure that the warranty coverage adequately addresses any defects, malfunctions, or non-conformance issues that may arise with the products supplied.

**9.5. Inspections and Acceptance:** Party B's goods shall be inspected by Party A or its appointed nominee

**9.6. Indemnification:** Addresses the responsibility of each party to indemnify and hold the other party harmless from any losses, damages, liabilities, or claims arising from the transaction.

9.0. 一般条款:

9.1. 付款条件: 付款条件应按照第 3.1 条规定。

9.1.1. 逾期付款: 乙方应在规定期限内付款, 否则视为合同过桥。

9.2. 交货条款: 每次交货均由甲方公司负责。

9.3. 所有权和损失风险: 负责运输和物流的任何一方应对产品的安全运输和交付承担全部责任。乙方同意在收到乙方提供的装箱单后, 认真检查、核实, 确认产品的完整性后再进行安全包装。乙方应采用适当的包装材料和技术, 确保产品在运输过程中得到充分保护, 免受潜在损坏。

运输责任细则: 甲方指定物流发货进行运输。

9.3.1. 甲方对运输过程中造成的任何损坏负责 - 这意味着乙方不会做任何国际运输和物流。

此外, "运输和物流方"应采取一切必要的预防措施来降低运输过程中的损失风险, 例如遵守行业标准的装卸和运输惯例、聘请信誉良好的物流提供商以及购买适当的保险以防止任何不可预见的损失。可能导致产品丢失或损坏的事件。

如果在运输过程中发生任何丢失或损坏, "运输和物流方"应立即通知甲方并真诚配合确定适当的行动方案, 其中可能包括提出保险索赔或安排更换或修理受影响的产品。

9.4. 保证: 乙方应向甲方的所有客户提供全面的保证。这些保证的条款和条件应在每张形式销售发票中明确列出。乙方应确保保修范围充分解决所提供产品可能出现的任何缺陷、故障或不合格问题。

9.5. 检验及验收: 乙方货物应由甲方或其指定的代理人进行检验

9.6. 赔偿: 规定各方有责任赔偿另一方, 使其免受因交易引起的任何损失、损害、责任或索赔的损害。

### 10.0. Entire Agreement:

10.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written, relating to the subject matter herein.

### 10.2. Execution and Place of Signing:

10.2.1. This Agreement may be executed in one of the following ways:

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## 委托销售采购协议合同

10.2.1.1. Online: The parties may sign this Agreement electronically, via email or any other mutually agreed-upon secure online platform.

10.2.1.2. Offline: The parties may exchange hard copies of this Agreement, with both parties signing duplicate copies. Each party shall retain one signed copy.

### 10. 完整协议:

10.1 本协议构成双方之间的完整协议，并取代之前与本协议主题相关的所有口头或书面讨论、谈判和协议。

### 10.2. 执行及签署地点:

10.2.1. 本协议可以通过以下方式之一签署:

10.2.1.1. 在线: 双方可以通过电子邮件或任何其他双方同意的安全在线平台以电子方式签署本协议。

10.2.1.2. 线下: 双方可以交换本协议的硬拷贝，双方签署副本。各方应保留一份签名副本。

### 11. Bridge of Contract:

**11.1. Material breach:** If Party B fails to pay the agreed-upon commission or Party A fails to fulfil their duties as a salesperson, it can be considered a material breach. In such cases, the non-breaching party may be entitled to seek legal remedies, including damages or specific performance.

**11.2. Minor breach:** If Party A or Party B fails to perform a minor or non-essential part of the agreement, it may be considered a minor breach. In such cases, the non-breaching party may still be entitled to seek remedies, but the damages may be limited to the specific breach.

**11.3. Anticipatory breach:** If either Party A or Party B indicates, verbally or through actions, that they do not intend to fulfill their obligations under the agreement, it can be considered an anticipatory breach. In such cases, the non-breaching party may be entitled to seek legal remedies immediately, rather than waiting for the actual breach to occur.

**11.4. Fundamental breach:** If one party's breach is so severe that it undermines the entire purpose of the agreement, it can be considered a fundamental breach. In such cases, the non-breaching party may have the right to terminate the agreement and seek damages.

### 11. 合同桥梁:

11.1. 重大违约: 乙方未支付约定佣金或甲方未履行销售人员职责的，可视为重大违约。在这种情况下，非违约方可能有权寻求法律补救措施，包括损害赔偿或具体履行。

11.2. 轻微违约: 如果甲方或乙方未能履行协议中的轻微或非必要部分，则可能被视为轻微违约。在这种情况下，非违约方仍可能有权寻求补救措施，但损害可能仅限于具体的违约行为。

11.3. 预期违约: 如果甲方或乙方以口头或行为方式表明其无意履行本协议项下的义务，则可视为预期违约。在这种情况下，非违约方可能有权立即寻求法律补救措施，而不是等待实际违约发生。

11.4. 根本性违约: 如果一方的违约行为严重到破坏了协议的全部目的，则可以被视为根本性违约。在这种情况下，守约方有权终止协议并寻求损失赔偿。

### 12. Promotions

"Promotional Activities and Material Provision: Party A, as the sales agent and buyer, shall have the freedom to engage in promotional activities for Party B's products in the overseas market to enhance publicity. In support of these efforts, Party B, as the buyer, agrees to provide Party A with printed materials and banners for the purpose of a massive promotion.

12.1. Printed Materials: Party B shall supply Party A with high-quality printed materials, such as brochures, flyers, and other marketing collateral, necessary for the promotion of Party B's products in the overseas market. The specific quantity, content, and design of these materials shall be mutually agreed upon by both parties.

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# COMMISSION SALES PURCHASE AGREEMENT

## 委托销售采购协议合同

12.2. Banners: Party B shall also provide Party A with banners for the purpose of promoting Party B's products. The banners shall be professionally designed, durable, and suitable for the intended promotional activities. The size, quantity, and design specifications of the banners shall be determined in consultation with Party A.

12.3. Both parties acknowledge that the provision of these printed materials and banners is vital for the success of Party A's promotional efforts. Party A shall ensure timely delivery of the materials to Party A's designated location or address, as agreed upon by both parties.

12.4. Both parties agree to act in good faith and cooperate in the implementation of this provision to ensure the effective promotion of Party B's products in the overseas market."

### 12. 促销活动

"促销活动及物资供应：甲方作为销售代理和买方，有权在海外市场自由地为乙方的产品进行促销活动，以加强宣传。为支持这些努力，乙方作为买方，同意向甲方提供印刷品和横幅，用于大规模促销。

12.1. 印刷材料：乙方应向甲方提供在海外市场推广乙方产品所需的高质量印刷材料，例如小册子、传单和其他营销材料。这些材料的具体数量、内容和设计由双方共同商定。

12.2. 横幅：乙方还应向甲方提供横幅，用于宣传乙方的产品。横幅应设计专业、耐用且适合预期的促销活动。横幅的尺寸、数量、设计规格由甲方协商确定。

12.3. 双方均承认，提供这些印刷品和横幅对于甲方宣传工作的成功至关重要。甲方应保证将材料及时送达双方约定的甲方指定地点或地址。

12.4. 双方同意诚信行事，配合执行本规定，确保乙方产品在海外市场的有效推广。"

### 13. Clause: Validation of Official Domains and Email Addresses

13.1. Party B acknowledges and confirms that the official domain for Party A is "@deil-loft.com", "@deileducation.com:". Party A shall use email addresses associated with this official domain for all official communications related to this sales contract.

13.2. Party A acknowledges and confirms that the official email domains for Party B is " **Available on the DEIL Simplified CSPA Contract** " or the email provided beneath this contract. Party B shall use email addresses associated with these official domains for all official communications related to this commission sales contract.

13.3. Both parties agree that any communication received from or sent to email addresses outside of the aforementioned official domains shall not be considered as valid or binding under this commission sales contract, unless explicitly agreed upon in writing by both parties.

### 13.0. 条款：官方域名和电子邮件地址的验证

13.1. 乙方承认并确认甲方的官方域名为"@deil-loft.com"、"@deileducation.com:"。甲方应使用该官方域名关联的电子邮件地址进行与本销售合同相关的所有官方通信。

13.2. 甲方承认并确认乙方的官方电子邮件域名为“ **可在 DEIL 简化 CSPA 合同中使用** ”或本合同项下提供的电子邮件。乙方应使用与这些官方域名关联的电子邮件地址进行与本佣金销售合同相关的所有官方通信。

13.3. 双方同意，除非双方明确书面同意，否则从上述官方域之外的电子邮件地址接收或发送的任何通信均不应被视为有效或具有本佣金销售合同的约束力。

14. 0. Both Parties involved in this contract are required to attach and exchange copies of their respective business licenses during the signing process. This step is crucial to verify the accuracy and compliance of the provided information regarding Party A and Party B's business names as part of the Due Diligence process.

14.0. 双方在签署本合同时，应附上并交换各自的营业执照副本。这一步骤旨在确保甲方和乙方提供的营业名称真实合规，以便进行尽职调查。

### 15.0. Contract Applications:

15.1. This contract agreement, entered into by and between Party A and Party B, is applicable to a wide range of business entities, including but not limited to Factories, Trading companies, Shipping and Logistics companies, Website companies, real estate companies, and any other entities engaged in commercial activities.

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# COMMISSION SALES PURCHASE AGREEMENT

## 委托销售采购协议合同

15.2. Both parties fully acknowledge and unequivocally agree that the terms and conditions outlined in this agreement shall govern their business relationship and interactions, regardless of the nature or industry of their respective businesses.

### 15.3. Commission Payment:

Party B, as the party responsible for commission payments, hereby confirms its understanding and unequivocal agreement to remit the agreed-upon commission as specified in **Table One**. This table serves as an accurate representation of the commission structure and payment terms mutually agreed upon by both parties.

15.4. It is explicitly understood that the commission payment obligations outlined in this agreement are binding and enforceable. Both parties affirm their commitment to honor these obligations and hold each other harmless from any claims, disputes, or liabilities arising from the commission payment process.

15.5. This contract serves as a legally binding instrument, solidifying the rights and responsibilities of both parties with respect to commission payments. Any modifications or amendments to this agreement must be made in writing and duly signed by authorized representatives of both parties.

15.6. Party B agrees to pay Party A the commissions as stated in Table-1 for each repeated transaction or order. The commission shall be based on the final Proforma invoice.

15.7. Party B shall make commission payments to Party A throughout the duration as stated in this Agreement.

### 15.8. Non-Negotiation of Commission

15.9 Party B acknowledges and agrees that under no circumstance shall they negotiate or adjust Party A's commission without prior written consent from Party A.

15.10 Commission Calculation: The commission payable to Party A shall be calculated based on the EXW price only.

### 15.11. Transaction Documentation

15.12. Party B shall provide Party A with each telex copy, including bank transaction receipts and invoices, between Party A's buyer and Party B.

### 15.0. 合同申请:

15.1. 本合同协议由甲方和乙方签订, 适用于广泛的商业实体, 包括但不限于工厂、贸易公司、航运和物流公司、网站公司、房地产公司以及任何其他实体。从事商业活动的实体。

15.2. 双方完全承认并明确同意, 本协议中概述的条款和条件应管辖其业务关系和互动, 无论其各自业务的性质或行业如何。

### 15.3. 佣金支付:

乙方作为佣金支付的责任方, 特此确认其理解并明确同意按照表一的规定汇出约定的佣金。该表准确地反映了双方共同商定的佣金结构和付款条件。

15.4. 双方明确理解, 本协议中规定的佣金支付义务具有约束力且可执行。双方确认承诺履行这些义务, 并保证彼此免受佣金支付过程中产生的任何索赔、争议或责任的损害。

15.5. 本合同作为具有法律约束力的文书, 巩固了双方在佣金支付方面的权利和责任。对本协议的任何修改或修订必须以书面形式作出, 并由双方授权代表正式签署。

15.6 乙方同意每次重复交易或订单向甲方支付表 1 规定的佣金。佣金应基于最终形式发票。

15.7 乙方应在本协议规定的期限内向甲方支付佣金。

### 15.8. 非协商佣金

15.9 乙方承认并同意, 在任何情况下, 未经甲方事先书面同意, 乙方不得协商或调整甲方的佣金。

15.10 佣金计算: 应付给甲方的佣金仅按出厂价计算。

### 15.11. 交易文件

15.12. 乙方应向甲方提供甲方买方与乙方之间的每份电传副本, 包括银行交易收据和发票。

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# COMMISSION SALES PURCHASE AGREEMENT

## 委托销售采购协议合同

16.0. We are pleased to present this clause on this Contract Agreement ("Agreement") between Party A and Party B, as detailed below. This Agreement outlines the terms and conditions for the provision of goods by Party B to be sold in the warehouses and mini shops operated by Party A in foreign countries. This service is optional and will be activated only if both parties agree to its terms.

16.0. 我们很高兴在甲方和乙方之间的本合同协议（“协议”）中提出此条款，详情如下。本协议概述了乙方提供在甲方在国外经营的仓库和迷你商店销售的货物的条款和条件。该服务是可选的，只有当双方都同意其条款时才会激活。

WHEREAS, Party B is the supplier of goods, and Party A operates warehouses and mini shops in foreign countries for retail sales;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

### 16.1. SCOPE OF AGREEMENT

Party B agrees to provide goods, as detailed in the attached product list, for sale in Party A's warehouses and mini shops located in foreign countries.

### 16.2. DELIVERY AND PAYMENT

16.2.1. Party B shall deliver the goods to Party A's designated location in Party A outlets or warehouse within time Specify in the proforma invoice.

16.2.2. Party A shall make payment to Party B within three months from the date of receipt of the goods in the seller country.

### 16.3. QUOTATION TERMS

16.3.1. The quotation issued by Party B may be on CIF (Cost, Insurance, Freight), FOB (Free on Board), DDP (Delivered Duty Paid), or other agreed Incoterms as specified in the quotation.

### 16.4. QUALITY ASSURANCE

16.4.1. Party B warrants that the goods supplied shall conform to the agreed specifications and quality standards.

16.4.2. Party A reserves the right to inspect the goods upon delivery and reject any non-conforming products.

### 16.5. ADDITIONAL TERMS

16.5.1 In case of unsold items or delays, both parties shall agree upon to extend the date.

16.5.2. Party B shall not pay for the warehouse rent.

16.5.3. Party A shall take full responsibility for the safety of the goods in the foreign warehouse.

16.5.4. In case of conflict, Party A shall return the goods shipped in good conditions or the funds back to Party B.

16.5.5. Party A shall promote Party B's business and ensure quick sales.

16.5.6. Party A shall make the dedicated Payment based on the proforma invoice provided by Party B.

16.5.7. Both parties acknowledge that the exchange rate of Party A's warehouse countries is dynamic; hence, both parties will always agree to reference it to Party B's initial proforma invoice to keep the business safe for Party A.

16.5.8. In case of seizure of Party B goods at the port of Party A or damages or breakage of goods, Party A shall not be held responsible; rather, it shall be referenced to the insurance company.

### 16.6. CONFIDENTIALITY

16.6.1 Both parties agree to keep all information exchanged under this Agreement confidential and not disclose it to third parties without prior written consent.

### 17.0. TERMINATION

17.1. Either party may terminate this Agreement with written notice in case of a material breach by the other party.

**18.0. Trademark Registration Rules:** We are pleased to present this clause on this Contract Agreement ("Agreement") between Party A and Party B, as detailed below. This Agreement outlines the terms and conditions for the provision of goods by Party B to be sold in the warehouses and mini shops operated by Party A in foreign countries. This service is optional and will be activated only if both parties agree to its terms.

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# COMMISSION SALES PURCHASE AGREEMENT

## 委托销售采购协议合同

18.0。 商标注册规则：我们很高兴在甲方和乙方之间的本合同协议（“协议”）中提出此条款，详情如下。本协议概述了乙方提供在甲方在国外经营的仓库和迷你商店销售的货物的条款和条件。该服务是可选的，只有当双方都同意其条款时才会激活。

### 18.1 Trademark Registration

18.1 Party B hereby grants Party A the exclusive right to register the existing company name or brand name of Party B in the foreign countries where Party A operates its offices.

18.2 The trademark to be registered shall be identical to the company name or brand name used by Party B in its country of origin.

18.3 The registered trademark may include the typographic symbol ® or "DEIL" as agreed upon by both Parties.

### 18.4 Representations and Warranties

18.4.1 Party B represents and warrants that it is the rightful owner of the company name or brand name being registered and has the authority to grant the registration rights to Party A.

18.4.2 Party B further represents and warrants that the company name or brand name is not subject to any existing trademark registrations or disputes that would hinder its registration in the designated foreign countries.

### 18.5. Obligations of Party A

18.5.1 Party A shall undertake all necessary steps to register the company name or brand name of Party B in the foreign countries specified by Party B.

18.5.2 Party A shall bear all costs associated with the trademark registration process, including but not limited to application fees, legal fees, and any other related expenses.

### 18.6. Term and Termination

18.6.1 This Agreement shall remain in effect for the duration of the trademark registration process and any subsequent renewals or modifications.

18.6.2. Either Party may terminate this Agreement upon written notice if the other Party breaches any provision herein and fails to remedy such breach within a specified period.

In witness whereof, the Parties hereto have executed this "Trademark Service Agreement" as of the effective date cited on this contract or the dedicated links or the Simplified CSPA Contract.

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# COMMISSION SALES PURCHASE AGREEMENT

## 委托销售采购协议合同

### PARTY A (甲方):

Company Name (公司名称): DEIL GROUP CO., LTD

Legal Representative (合法代表):

Company Address (公司地址): 义乌市福田街道稠州北路 1746 号 (欧洲风情商业街 11 号楼) 314 号房间

Province (省): Zhejiang

Country (国家): P. R. China

Phone Number (电话号码): +8617826077327, +2348064391254

Office Phone (办公室电话): +8615502426515, +8615257952014

Fax (传真):

Email (电子邮件): [directors@deileducation.com](mailto:directors@deileducation.com), [b2b@deil-loft.com](mailto:b2b@deil-loft.com)

Signature (签名):

Official Seal (公章):

Date (日期):

### PARTY B (乙方):

Company Name (公司名称): Available on the DEIL Simplified CSPA Contract

Legal Representative (合法代表): Available on the DEIL Simplified CSPA Contract

Company Address (公司地址): Available on the DEIL Simplified CSPA Contract

Province (省): Available on the DEIL Simplified CSPA Contract

Country (国家): P. R. China

Phone Number (电话号码): Available on the DEIL Simplified CSPA Contract

Office Phone (办公室电话): Available on the DEIL Simplified CSPA Contract

Fax (传真): Available on the DEIL Simplified CSPA Contract

Email (电子邮件): Available on the DEIL Simplified CSPA Contract

Signature: Available on the DEIL Simplified CSPA Contract

Official Seal (公章): Available on the DEIL Simplified CSPA Contract

Date (日期): Available on the DEIL Simplified CSPA Contract

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