

----- Originele bericht -----

**Onderwerp:**{Spam?} FW: about agreement  
**Datum:**Tue, 04 Aug 2009 14:11:57 +0800  
**Van:**Gladys CW <gladys.cwjm@chenwey.com>  
**Aan:**e.vos <vose@home.nl>  
**CC:**謝董 <pin.cwjm@chenwey.com>

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**From:** 謝董  
**Sent:** Tuesday, August 04, 2009 2:05 PM  
**To:** Gladys CW  
**Subject:** 合約

以下幾個問題點需要跟你做檢討；

- 一)以下如附檔是客戶名單請你確認一下是否正確，我們將依這些名單著名在合約上付你3%的佣金
- 二)每周一會把PO發給你讓你知道受注金額，佣金核算每個月算一次
- 三)我們的合作關西已於七月二十一日發函給客戶後正式結束，所以庸金核算至七月三十一止，八月一日起按新合約計算佣金

Below some items need to check:

1. Attachment is the clients list which you developed for CW, please check it is complete or not.  
We will pay the 3% commission base on this list.
2. On Monday every week we will send the order list to you, commission will be calculated monthly.
3. Our cooperation has been terminated on 21<sup>st</sup> Jul. formally, so previous commission calculation way will be end on 31<sup>st</sup> Jul.  
From 1<sup>st</sup> Aug.2009 commission will be calculated base on new agreement.

**From:** 謝董  
**Sent:** Thursday, August 06, 2009 10:07 AM  
**To:** Gladys CW  
**Subject:** Fw: Chen Wey Precision Industry Ltd.

以下為我們欲請律師草擬合約內容, 謝謝!

**Agency Agreement: Non-exclusive agent in Europe (hereinafter referred to The Agreement and The Territory)**

代理合約: 在歐洲非唯一代理

**Chen Wey Precision Industry Co., Ltd. (hereinafter referred to The Company)**  
**Place:** No. 18, Alley 78, Land 379, Chunhua Rd., Shulin City, 238 Taipei County, Taiwan

**Mr. Eltjo Vos (hereinafter referred to The Agent)**  
**Place:** Handellaan 18, 7522 KM Enschede, The Netherlands

**Validity of The Agreement:** 1 August, 2009 to 30 July, 2014 (hereinafter referred to The Period)

合約有效期限: 2009年8月1日 - 2014年7月31日

**Clauses:**

1. **Commission:** 3% from The Agent's developed customers during The Period of The Agreement. Customer list is shown on the attached table. The commission is based on actual and final purchase amount from the aforesaid customers during The Period. Purchase orders could be forwarded to The Agent for further verification once it happens. Commission shall be paid to The Agent quarterly after the payment is received in The Company's account.

佣金: 代理開發客戶所下訂單之3%, 客戶名細如附件。佣金計算是以客戶在合約期間所下訂單實際及最終金額為準, 訂單可以轉給代理作進一步確認, 一次付給代理佣金一個月份核算, 且以客戶付款進入公司帳戶為準。

2. The paid payments from Hasco Hasenclever GmbH + Co KG and OBE shall be remitted to The Company within one week after this agreement is signed. For the outstanding account receivables from the aforesaid customers, The Agent shall remit to The Company within one week once the payments are received. Enclosed is the latest status of account from Hasco and OBE.

Hasco及OBE已付帳款在雙方簽約後一個星期內要匯給公司, Hasco及OBE未付帳款部份, 代理在收到一個星期內要匯給公司, 附件為Hasco及OBE最新應收帳款情況。

3. The relationship between The Company and The Agent still exists during The Period. If there is any activity from The Agent that might harm The Company's interest or reputation, The Company shall stop the payment immediately and claim the entire loss from The Agent.

在合約有效期間, 代理與公司仍然存在關係, 假如代理在這段期間對公司作有可能造成利益及商譽損害之舉動, 公司將立即停止佣金支付, 且所有損失會對代理作完全求償。

4. During The Period, if The Agent presents or transfers any document related to The Company to un-related third party inside or outside Europe and causes whatever loss to The Company, The Company shall also claim the entire loss from The Agent.

在合約有效期間, 假如代理將有關與公司文件展示或轉移給不相關第三者, 無論在歐洲境內或境外, 而造成公司有任何損失, 公司將向代理全部求償。

5. It is expressly understood and agreed and The Agent acknowledges that, whether or not registered, the name of Chen Wey and its accompanied trademarks shall at all times remain the property of The Company. The Agent agrees that it shall not apply for and/or prosecute any application for such name and trademarks owned by The Company for all products and services, both within and outside The Territory, except having prior written consent from The Company.

有關Chen Wey的名字及伴隨之商標, 不管公司有沒有登記, 代理很清楚這是屬於公司財產, 代理同意不從事公司名字及商標登記, 無論是就產品或服務上, 在歐洲境內或境外, 除非有公司事先許可。

6. The Agreement shall supersede all prior understandings and agreements between The Company and The Agent, and be governed by and construed according to the laws of Germany. All disputes arising in connection with The Agreement shall be finally settled by arbitration in accordance with the Commercial Arbitration Rule of Germany by one or more arbitrators.

這份合約會取代所有過去的合約及公司與代理同意的所有事項, 且根據德國法律來管理及解釋, 所有爭論, 無論由一位或多位仲裁人員來裁決, 將依德國商業仲裁法律作最後裁決。