

5. EXCLUSIVITY

5. 排他权

Alternative A

选项一

Throughout the term of the present Contract, the Principal shall not grant sales rights for the Products within the Territory, to any third party. Nevertheless, the Principal shall be entitled to negotiate directly, without the Agent intermediating, with clients located in the Territory on condition that the Principal informs the Agent of such agreements. In such cases, the Agent shall be entitled to receive a reduced commission as set out in Schedule 2, unless the Principal has reserved the right to negotiate exclusively with clients mentioned in Schedule 3 of the present Contract.

在现有合同期内，委托商不得在区域内授权任何第三方销售产品的权利。但是，委托商有权在未经代理商居间的情况下与区域内的客户直接协商，前提是委托商将该情况告知代理商。在这种情况下，代理商有权得到附表2中所述的降低后的佣金，除非委托商保留附表3中所述的与客户协商的排他权利。

Alternative B

选项二

The Principal may grant to any third party the right to represent and sell its Products in the Territory. The Agent shall not be entitled to commission for sales thus generated.

委托商可以在区域内授权任何第三方代表和销售产品的权利，代理商无权因此取得佣金。

6. COMMITMENT NOT TO COMPETE

6. 竞业禁止承诺

Alternative A

选项一

Unless the Principal gives authorization to the contrary, the Agent shall not manufacture, distribute or represent any type of product which may compete directly with the Products. To this end, the Agent declares that on the date of signing the present Contract, it acts as agent or distributor for the organizations and products mentioned in Schedule 3 of the present Contract. The commitment not to compete shall be upheld throughout the term of the Contract and for a further [1, 2, 3] years after its completion.

除非委托商有相反的授权，否则代理商不得制造、经销、代表可能与产品有直接竞争关系的任何类型的产品。因此，代理商声明自签订本合同之日起，负责代理或经销附表3中所述的组织和产品。竞业禁止承诺在整个合同期内和合同终止后的..... [1, 2, 3] 年内有效。

Alternative B

选项二

Throughout the term of the present Contract, the Agent shall be entitled to manufacture, distribute or represent products similar to those of the Principal, on condition that the Agent informs the Principal of such actions.

在合同期内，代理商有权制造、经销、代表与委托商近似的产品，前提是代理商通知委托商该行为。

7. OBLIGATION TO INFORM THE PRINCIPAL

7. 通知委托商的义务

The Agent shall keep the Principal duly informed as to market conditions, the competition and the legislation that affects the commercialization of the Products. Similarly, the Agent shall send the Principal a report every [1, 2, 3] months regarding its activities and sales expectations.

代理商有责任随时向委托商告知影响产品商业化的市场条件、竞争和立法情况。同样的，代理商应依据活动和销售预期每隔..... [1, 2, 3] 个月向委托商报告。

8. OBLIGATION TO INFORM THE AGENT

8. 通知代理商的义务

The Principal shall provide the Agent with all the information necessary regarding the Products (catalogs, technical specifications, user manuals, price lists, etc.). Similarly, the Principal shall inform the Agent immediately of any modification to prices, conditions of sale or payment. Should the Principal's supply capacity be significantly lower than that expected by the Agent, the Principal shall inform the Agent within a reasonable period of time.

委托商应向代理商提供有关产品的所有必要信息（目录、技术规格、使用手册、价格清单等等）。同样的，委托商应及时通知代理商对产品价格、销售条件或支付方式的修改。若委托商的供应能力明显低于代理商的预期，则委托商应在合理期限内通知代理商。

Exemple de 2 pages sur un total de 19 pages de **Contrat d'Agence pour la Chine**
(version bilingue anglais-chinois).

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