

5. COMMISSIONS

5. 佣金

5.1 The Company shall pay the Agent a commission of % of all sales of the Company's Products to clients who are introduced to the Company by the Agent.
公司按照代理商介绍的所有产品销售的..... %作为佣金。

5.2 The commissions will be on the selling prices of the Products, without including any other cost (such as transport or insurance cost) or taxes related to each sale.
佣金依据产品销售价格而定，不包括与产品销售相关的成本（比如运输或保险成本）和税收。

5.3 Payment of commissions will be made by bank transfer to the Agent's bank account not later than [10, 20, 30, 60] calendar days after each payment is received by the Company from its clients.
自公司收到客户货款后不超过..... [10, 20, 30, 60]天向代理商支付佣金。

5.4 All payments of commissions will be in [insert currency]
佣金以..... [币种]结算。]

6. PROMOTION MATERIALS

6. 推广材料

During the term of this Contract, in order to aid the Agent, the Company at its sole cost, will supply the Agent with any materials (catalogues, leaflets, price lists) relating to the Products to be promoted and sold within the Territory.

在合同期内，公司为了帮助客户自担成本向代理商提供任何与在区域内推广和销售产品有关材料（手册、传单、价目表）。

7. NON-COMPETITION

7. 竞业禁止

The Agent acknowledges and agrees that it/he/she shall not at any time during the term of this Contract promote or sell, within the Territory, Products that are similar or may be confused with the Products sold by the Company.

在合同期内，代理商明确并同意不在区域内推广或销售与公司销售产品相似或易混淆的产品。

8. RELATIONSHIP

8. 关系

Alternative A [When the Agent is an individual and an independent professional]

选项一 [代理商为个人和独立的专业人士]

8.1 The Agent hereby acknowledges and agrees that he/she is an independent professional and under no circumstances shall he/she be considered an employee of the Company.

代理商明确并同意作为独立的代理商且在任何情况下都不会被认为是公司的雇员。

Alternative B [When the Agent is a company]

选项二 [代理商为公司]

8.2 Nothing in this Contract shall be considered to constitute a partnership between the Company and the Agent.

合同中不得有任何内容会被认为其构成公司与代理商的合作关系。

8.3 This Contract is not subject to the law of Commercial Agency Contract.

该合同不受商业代理合同的约束。

9. CONFIDENTIALITY

9. 保密性

Throughout the term of the Contract or after its conclusion, the Agent may not reveal to third parties any commercial or technical information, nor use such information for purposes other than those set out in the present Contract.

在整个合同期和合同终止后，代理商不得向第三方披露任何商业或技术信息，不得以非合同目的使用这些信息。

Exemple de 2 pages sur un total de 9 pages de **Contrat de Commission pour la Chine**
(Version bilingue anglais-chinois).

Pour plus d'informations sur ce contrat cliquez ici:

[CONTRAT DE COMMISSION POUR LA CHINE](#)