

委托认证协议

Commission Agreement of Certification

合同编号/No of Agreement:

甲方:

Party A:

乙方: 上海方夫翔机电科技有限公司

Party B: Shanghai Fun-Fusion Technology Consulting Co.,Ltd

甲方委托乙方为其产品代办豁免中国强制性认证(简称 CCC 认证)的咨询报告, 双方经友好协商, 达成本协议, 并愿意共同严格遵守本协议中的各项条款。

Party A entrusts Party B with the consultation report on the exemption of his products from China's compulsory certification (hereinafter referred to as "CCC Certification"). Both parties, with full friendly consultation and negotiation, have reached an agreement to conclude the following contract and committed to strictly abiding by its terms and conditions.

1. 甲方需要提供服务的产品共为 1 类 产品, 详见附件 2

Party A will provide one categories of products (hereinafter referred to as "the Products") that need Party B's service (pls see appendix 2)

2. 甲方委托乙方代办的业务种类为:

Party A entrusts party B with the following services:

2.1 确定上述产品的免CCC范围

Provide confirmation to the exemption scope from CCC of the Products.

2.2 提供首次豁免CCC申请服务, 无需提供后续物料免CCC申报服务

Provide the service of first application for exemption from CCC; No declaration Service of exemption from CCC for the subsequent products.

2.3 提供首次豁免CCC申请服务, 以及后续每批物料免CCC申报服务.

Provide the service of first application for exemption from CCC, and declaration Service of exemption from CCC for the subsequent each batch of products.

3. 甲方有责任向乙方及时提供代办业务所需的基础资料, 所需递交的资料见附件1, 并确保材料的真实、合法和有效。如因甲方所提供基础资料的瑕疵而产生的后果由甲方承担。

Party A is responsible to provide Party B in time with all the required basic documents (Pls see appendix 1), and must ensure the documents truly, lawful and effective. Party A shall bear all the consequences of any flaw of the base document.

4. 乙方应根据甲方所委托的业务不同提供下列服务, 甲方有责任提供相应的人力资源配合乙方工作;

Party B shall provide the following services based on Party A's entrusted business, and Party A is responsible to provide the related human resource to cooperate with Party B;

4.1 为甲方的产品认定是否可以豁免CCC,

Identify the Products whether in the scope of the exemption from CCC;

4.2 起草有关文件和递交免CCC的申报资料,

Draft relevant documents and submit the documents for the exemption of CCC;

4.3 .帮助建立网上申报信息

Help to create the application information online



5. 乙方应在甲方提供的申办资料备齐后并通过预审后 30 个工作日完成代办事项。由于甲方提供的文件或资料不合适被要求改进的, 所需要的复审时间不计算在内, 以及乙方已尽到通常意义上的职业所需要的认真与勤勉的情况下仍有所迟延, 则不受上述期间的限制。

Party B shall finish the commission in 30 working day(s) after party A provides the complete document for application and passes the preliminary examination. But the time for reexamination is not counted in for the occurrence that the documents or data provided by Party A need further clarification, or it shall not be restricted to the above time if Party B has tried his best to fulfill its responsibility with professional earnest and diligence in usual sense but still have little bit delay.

6. 付款

Payment

6.1 本合同涉及费用如下:

a) 咨询服务费为RMB 8,500元/ 产品

The consulting service fee specified in this contract shall be RMB 8500 yuan.

b) 评审费,新产品类别创建费(交免CCC办公室)为RMB1100元/产品.

The review fee and creating new category fee to remitting CCC office are RMB 1100 yuan.

共计RMB 9,600元整, 若以美元结算共计 1555.5 USD, 包括2%换汇损失.

So it should be a total of 9,600 RMB Yuan or should be \$ 1555.5 USD, if paying out in USD. That includes additional 2% for exchange loss.

6.2 有关本合同提供的服务甲方应在合同签订后的20 天内付出合同款项的100%.

The total serviced fee specified in this contract shall be paid as follows: 100 percent (100%) of the total expense, which shall be paid by Party A within 20 days after the Effective Date of this contract;

6.3 以上款项应为甲方付到乙方帐户的费用, 其中不应包括甲方付出本费用时所需要承担的任何费用或税收。

Above payment shall be the net payment paid by Party A to Party B's bank account, excluding any cost or tax that Party A shall bear in the payment.

6.4 如果上述产品清单中经乙方合同中4.1或4.2工作结果或政府部门确认不能获得免CCC批准的, 甲方应该向乙方支付相应的服务费用, 即本合同中每种类产品单价的 60%, RMB 5100元(826.4 USD)/产品, 包括2% 换汇损失.

If Party B has offered the service for the products specified in Item 4.1 or 4.2, or the Products have been confirmed by Government, even if it cannot obtain the exemption of CCC, Party A should pay to Party B the corresponding service cost, which is 60% of the unit price of each category of the Products specified in this contract, or RMB 5100 yuan(826.4USD)/Per category product (including 2% exchange loss).

6.5 由于申请审批结果的不确定性, 对于目前产品分类若有增加, 乙方有权利要求甲方追加产品单元的咨询费, 相关的审核费以及数据库扩类费。参见6.1 a) and b) 每单元产品为 RMB 9600元, 或美元 1555.5(包括2%换汇损失)..

Due to the uncertainty of the result after review, Party B has the right to request Party A to increase the corresponding contract price if there is any increase of the current Product's category. Such as unit price specified in Item a) and b) of 6.1, the RMB 9600 yuan or 1555.5 USD(including additional 2% for exchange loss) will be required.

6.6 以上报价从发出邮件起60天内有效

Above quotation just is available within 60 days from the issued date.

7. 乙方有责任为甲方保守商业秘密, 不可泄漏任何有关甲方经营的信息, 并不得利用甲方提供的资料

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信息从事商业活动及从中获利。

Party B has the responsibility to protect Party A's commercial secret, and shall take care not to divulge any information about Party A's business, nor to make use of Party A's provided information to engage in commercial activities and get profit.

8. 甲乙双方应严格遵守中国有关法律和法规, 所获得批准免CCC咨询服务的业务应该是符合中国强制性产品认证目录外的产品。将不会违反中国的有关法律法规。

Both parties shall strictly abide by the relevant law and regulation of the People's Republic of China. The consulting service that needs to get the approval of exemption from CCC shall be those products that are not in the catalog of China's compulsory product certification. No violation of the relevant laws and regulations of the PRC.

9. 违约责任:

The liability for breach of contract:

9.1 若乙方无故中途停办, 应返还给甲方所收取的全部咨询服务费用;

If Party B terminate the contract in the middle without reason, Party B shall refund Party A all the paid consulting service fees;

9.2 甲方原因致使本协议不能履行的, 甲方所付费用不予返还。

If this contract fails to be performed due to Party A's reason, All Party A's paid fees will not be refunded.

10. 本协议未尽事宜, 甲, 乙方双方可订立补充协议, 补充协议与本协议有同等效力。

For any matters that are not covered in this Agreement, Party A and Party B may enter into a supplemental agreement, which has the same effect as this Agreement.

11. 本协议一经签订, 双方均应严格履行, 发生分歧时双方友好协商解决。如协商不成, 则可向当地法院提出判决。

After the signing of this Agreement, both parties shall strictly perform. All disputes in connection with this Agreement or the execution thereof shall be settled through friendly negotiations. In case no settlement can be reached through negotiations, the dispute should then be submitted to the local court for arbitration.

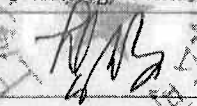
12. 本协议一式二份, 双方各持一份, 盖章、签字有效。

This Agreement is made in two (2) copies, each party taking one copy, effective with official seals and signature.

13. 本协议由中英版本制成, 英文版有约束力, 中文版仅为方便接受方的目的而提供。如中英文条款有冲突或中英文所对应的文字意思上有一致, 应以英文版的条款或文字意思为准。

While this Agreement is written in English and Chinese, the English version is binding and applicable; the Chinese version is offered solely as a matter of convenience to Recipient. If there is any conflict between any term or the meaning given certain language in one version compared to the term or meaning given such corresponding language in another, the term and/or language contained in the English version shall apply.

10/17/2017

	甲 方/Party A	乙 方/Party B
公司名称 Company name	Schneider Electric	上海方夫翔机电科技有限公司 Shanghai Fun-Fusion Technology Consulting Co., Ltd
负责人 Person in charge		龚 政/Eric Gong
委托代理人 Entrusted agent		

盖章 Seal		
联系地址 Address	295 Tech Park Drive, Suite 100 La Vergne, TN 37086 USA	上海中山北路 2790 号 805 室 Room805, No2790, North Zhong shan Road Shanghai, China.
电 话 Telephone		
传 真 FAX		
开户银行 Bank		中国境内客户：农业银行上海谈家渡支行 PRC Client : 农业银行上海谈家渡支行 中国境外客户：中国农业银行 Swift: ABOCCNBJ Non-P.R.C. Client: Agriculture Bank of China Swift: ABOCCNBJ
账 号 Bank Account		0337 8800 0400 1129 5
签订日期 Signing date	11/16/2012	

业务所需基础资料清单

Basic Materials Provided by Party A

1, 请甲方核对确认附件 2 中的 1 类产品的产品型号 (即 reference 号)。

Party A must confirm the references of one category in the appendix 2.

2, 请甲方提供相应的产品介绍 (即 catalog), 对此乙方将列出此次申请所需的 catalog 页码范围。申请时甲方将由乙方所要求的 catalog 给予确认, 盖章, 再交由乙方递交申请。

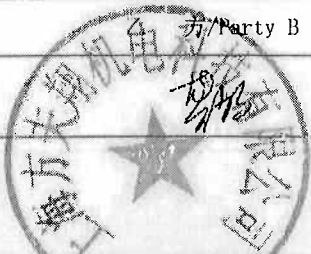
Party A should provide the catalog which Party B may offer the scope of page. When applying for the exception from CCC, Party B will submit the catalog with the stamp of Party A to the remitting CCC office.

3, 有关本次免 3C 申请必须由今后货物的接受方(SE GSC China)委托方夫翔公司向上海检验检疫局免 CCC 办公室申报工作, 需要从 SE GSC China 获得这些文件 (清单, 说明文件和委托书等) 的盖章和委托授权。

As the application for exemption from CCC will be commissioned by SE GSC China to entrust Party B to apply to Shanghai Entry-Exit Inspection and Quarantine Bureau, Party B should obtain these files (list of references, instruction and power of attorney, etc.) stamped and provided by SE GSC China .

4, 合约签订后, 乙方将起草相关文件, 再交予甲方盖章后, 递交给相关办理部门。

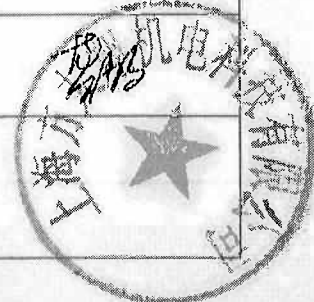
After signing of this contract, Party A will the stamp the relevant documents which will drafted by Party B. Then Party B will submit them for the exemption of CCC.

	甲 方/Party A	乙 方/Party B
负责人 Person in charge		
盖章 Seal		

Product list for Remiting of CCC

Category	NO	Reference	Name
gateway	1	EGX100	PowerLogic EGX
	2	EGX300	PowerLogic EGX

	甲 方/Party A	乙 方/Party B
负责人 Person in charge		
盖章 Seal		



Compliance and Business Ethics Certification
合规和商业道德声明

To : [Shanghai Fun-Fusion Technology Consulting Co.,Ltd] and/or any Affiliates
致: [上海方夫翔机电科技有限公司]和/或其关联方

I, [Gong Zheng], on behalf of [Shanghai Fun-Fusion Technology Consulting Co.,Ltd] (the "Company" or "We"), hereby represents that we have been informed of and are fully aware of [Schneider Purchasing Entity] and/or any of its affiliates (collectively, "Schneider Electric") requires that its business partners adhere to certain compliance principles and business ethical policies:

本人, 龚政 (姓名), 代表[公司名称] (下"本公司"或"我们") 特此做出下列陈述并保证本公司已经被告知并充分了解, [上海方夫翔机电科技有限公司]及/或其任何关联方 (合称"施耐德") 要求与其进行商业活动的合作伙伴遵循特定的合规性原则和商业道德政策.

1. We undertakes to comply with:
我们承诺遵守

(a) all applicable laws and regulations in performing the relevant contract and agreements between the Company and Schneider Electric ;

履行本公司与施耐德之间的合同和协议所适用的所有法律法规;

(b) other compliance principles and policies that informed by Schneider from time to time

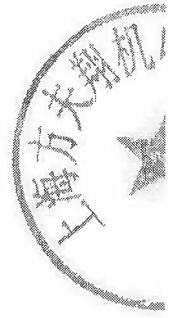
施耐德可能不时通知的其他合规性原则和政策

2. We undertakes to comply with Schneider Electric business ethics policies and requirements on its business partners with regard to anti-corruption and anti commercial bribery (the "Business Ethics Policies"). We fully understand that the Company, its directors, officers and employees are required to comply with the Policies:

我们承诺遵守施耐德对其业务伙伴要求的有关反腐败、反商业贿赂的诚信政策(下称"商业诚信政策")。我们理解本公司及其董事、管理人员和雇员被要求遵守该商业诚信政策:

In the course of conducting any activities with and/or related to Schneider Electric or selling any products of Schneider Electric, the Company, its directors, officers and employees shall not, directly or indirectly, or authorize any other individuals or entities to, give, offer to give or promise to give anything of value (whether in the form of remuneration, gifts, capital contribution, travel or otherwise) to any of the following individuals or entities:

在我们从事与施耐德之间或与施耐德有关的任何活动或者销售其产品时, 本公司及其董事、管理人员和雇员不得向下列人员或机构 (以报酬、礼物、出资、旅游或其它形式) 支付、要约给予或承诺支付, 或者直接或间接地通过任何其他个人或机构授权支付任何有价值的物品:



- (a) Any individuals or entities (the "Customers"), whether private or government-controlled, which are doing business with Schneider Electric and/or the Company in any commercial transactions or government affairs, for the purpose of inducing or requiring any favourable actions taken by such Customers in any commercial transactions or government affairs;
 在任何商业交易或政府事务中施耐德或者本公司与之交往的任何个人或机构（下称“客户”），不论是否私人性质的或政府的，其目的为引诱或报答在任何商业交易中或在任何政府事务中由客户作出的任何优惠行动；
- (b) Any individuals or entities, whether private or government-controlled, which are engaged by, acting on behalf of, or representing any Customers, for the purpose of inducing or requiring any favorable actions taken by such Customers in any commercial transactions or government affairs; and
 由任何客户雇用或为任何客户行事或代表任何客户的任何人或机构，不论是否私人性质的或政府的，其目的为引诱或报答在任何商业交易中或在任何政府事务中由客户作出的任何优惠行动；及
- (c) Any government officials, political parties or its officials, or candidates of any public positions, for the purpose of inducing or requiring any favorable actions taken by or any influence exerted by such officials, political parties or candidates in any commercial transactions or government affairs.
 任何政府官员、政党或该等政党的官员，或任何政治职位的候选人，其目的为引诱或报答在任何商业交易中或在任何政府事务中由该等官员、政党或候选人作出的优惠行动或实施其影响。

If we have any concerns about any possible violations of the principles and policies, We shall immediately report such concerns to a manager or a legal counsel of Schneider Electric.
 当我们对违反上述准则及或政策的的可能性担忧时，我们将立即就该担忧向一位施耐德的业务经理和/或的法律顾问汇报该担忧。



[Shanghai Fun-Fusion Technology Consulting Co.,Ltd]
[上海方夫翔机电科技有限公司]

Name/姓名: 
 Title/职务:
 Date/日期: 2012.11.01