Italian Company +智电商 电商代运营托管服务合作协议

Italian Company + WISEPARTNERS
E-Commerce Service Agreement

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电商代运营托管服务合作协议

E-Commerce Services Agreement

甲方:	
Party A:	
地址:	
Address:	
乙方:	上海智驭电子商务有限公司
Party B :	Shanghai Wisepartners E-Commerce. Co., Ltd
地址:	上海市徐汇区柳州路928号百丽国际广场1105室
Address:	Room 1105 BeLLe International Plaza, No.928 Liuzhou Road, Shangho
注册地址:	上海市浦东新区新场镇新环南路584,586号一层103室
Legal address:	Room 103, 1st Floor, No. 584,586 New Huannan Road, Xinchang Town,

鉴于:

Here in:

甲方委托乙方作为甲方旗下********品牌在京东平台代运营服务合作伙伴并按照京东平台规则要求 授权给乙方入驻意大利国家馆(以下简称"网络渠道"),为甲方的网络渠道提供网络推广,电商运 营,客户服务,定位策略规划方案,项目汇报,乙方获得甲方授权,全权负责甲方旗下******品牌 在京东意大利国家馆范围内的代运营服务(**不包含产品拍摄等**)

经甲乙双方友好协商后同意, 达成以下协议:

After amicable consultations and negotiations, both parties have agreed on this Agreement:







1. 定义

Definition

1.1 京东意大利国家馆:指的在京东商城平台上开设的用以销售展示意大利制造的不同类别的意大利品牌的卖场型旗舰店,包括甲方委托乙方开设的一般贸易旗舰店和海外旗舰店。

<u>JD Italy National Pavilion:</u> shall refer to a shopping-mall-type flagship store on JD Platform for selling and dispalying Italian brands of different categories products made in Italy, both within the General Trade Flagship Stores and the Oversea Flagship Stores, opened by Party B based on the entrustment by ITA.

1.2 京东平台: 指使用https://www.JD.com/以及https://global.jd.com/及相关网站网址的电子商务平台,包括但不限于京东商城和京东国际

JD platform: shall refer to the e-commerce platform utilizing the URLs https://www.JD.com/ as well as https://global.jd.com/ and websites associated thereto, including but not limited to JD.com Marketplace and JD.com Worldwide

1.3 代运营服务: 乙方提供的包括营销推广,网站运营及策划,店铺运营,客户服务,数据报告等服务的统称

<u>Operation Services:</u> collectively referred to services provided by Party B, including the marketing promotion, website operation and planning, FS operation, customer service, data report etc.

1.4 买家:将在或已在京东进行购物的企业,组织及个人

<u>Buyer:</u> companies, organizations, individuals who are willing to have or had purchase behavior in JD

1.5 卖家: 在京东上提供货源,经营店铺的合法经营的企业

<u>Seller:</u> Legitimate Company which provides product resources and manages its online stores in JD

1.6 节假日: 即法定节假日,是指由国家法律统一规定的用以进行庆祝及度假的休息时间,如:元旦,春节,清明节,劳动节,端午节,中秋节,中国国庆节

<u>Nantional holidays:</u> As well as the statutory holidays, refer to the national laws to be used for the celebration and vacation time, such as: New Year's day, Spring Festival, Ching Ming Festival, labor day, the Dragon Boat Festival, the Mid-Autumn Festival, national day of the PRC.

1.7 ITA: 指意大利贸易委员会,属意大利政府机构,负责推动意大利与国外市场之间的贸易和商业往来,从事与海外市场研究,经济咨询和展览有关的业务。 该机构正在推广意大利国家馆,并向有兴趣并有资格加入的意大利公司提供补贴。

ITA: ITALIAN TRADE AGENCY, an Agency of the Italian Government for the promotion of trade and business relations between Italy and foreign markets, engaging in business related to oversea market research, economic consultation and exhibitions. The Agency is promoting the Italy National Pavilion and provides subsidies to Italian Companies interested and qualified to join.







- **1.8** "**SKU**"是指在京东平台上陈列的每个产品的库存单位,不同颜色和/或尺寸的同一产品应视为同一的SKU。
 - **"SKU"** shall mean the Stock Keeping Unit of each product to be listed on the JD platform, where the products with different colors and/or sizes shall be deemed as the same SKU.
- 1.9 "品牌"是指属于同一商标的所有SKU的单独和/或统一的名称。在跨境模式和一般贸易模式 中要求的商标保护,请分别参照本协议附件4《京东跨境意大利海外国家馆招募品牌资质列 表》和《京东一般贸易意大利海外国家馆招募品牌资质列表》中的详细要求。
 - "**Brand**" shall refer to the individual and/or collective name of all the SKUs belonging to one single Trademark. For the required trademark protection in both the cross-border and domestic trade model, refer to the detailed requirements in the JD Cross Border Italy Oversea National Pavilion Recruitment Brand Specifications Qualification List and JD General Trade Italy National Pavilion Recruitment Brand Specifications Qualification List respectively, both in Annex 4 to this Agreement.
- **1.10** "**上线**"指的是在京东意大利国家馆内所有经甲方同意的SKU和品牌在京东平台上线并可公开 访问
 - "Launch" shall refer to the fact that all of Party A's agreed SKUs and Brands on the JD Italy National Pavilion are online and publicly accessible on JD platform.

2. 代运营服务

Operation Services

2.1 服务范围和运营服务应在本协议项下相关附件中详细说明,该些附件构成本协议不可分割的一部分。

The service scope and the Operation Services shall be outined in detail in the relevant Annexes to this Agreement which constitute an integral part of this Agreement.

3. 甲方权利与义务

Rights and Obligations of Party A

3.1 甲方声明并保证在意大利国家馆内销售的产品将根据乙方的建议以符合中国相关法律法规 (包括广告法和电子商务法等)的规定,不侵犯第三方的知识产权。如因甲方资料违反相 关法律规定造成的损失,乙方不承担赔偿责任

Party A represents and warrants that the Products sold through the Italy National Pavilion comply with the advice received from Party B in order to ensure compliance with relevant Chinese laws and regulations (including advertising law and ecommerce law) and do not infringe any third party's intellectual property rights. Party B shall not be liable for any loss caused by party A's violation of relevant laws and regulations.







3.2 甲方承诺,其提供给乙方的有关甲方的公司及品牌介绍,公司及品牌宣传图文资料,商品图文信息资料,定价信息资料,促销信息资料等,都来源于甲方内部的正式授权和认可,且合法真实有效

Party A undertakes that the information about the introduction of Party A's company and its brand, the advertising graphic materials of the company and brand, pricing and sales promotion provided to Party B are official authorized and permitted by Party A and are legal, authentic and effective.

3.3 甲方须在双方约定的时间内,根据乙方提出的数据和报表要求,完成并/或仓储季度所需生产的产品,并且运输至相关指定仓库(入驻意大利海外馆并采取海外直邮模式除外,入驻意大利国家馆并采用自有仓储发货的除外)

Party A shall, within the time agreed upon by both parties and according to the data and statement requirements put forward by Party B, complete and/or have in stock the products to be produced in the quarter and transport them to the designated warehouse in China (Except for brands settled in JD Italy National Pavilion and adopting oversea direct shipping mode, except for brands settled in Italy National Pavilion with their own warehouse and delivery)

4. 乙方的权利与义务

Rights and Obligations of Party B

4.1 乙方必须保证向甲方提供的服务符合法律法规,并承诺在不侵害甲方公司,品牌和商品形象的基础上,对甲方的知识产权,产品质量,资质证明等文档和信息提供保密和保护。乙方应告知甲方遵守中国有关法律法规(包括广告法和电子商务法)

Party B must ensure that the services provided to Party A are in compliance with law and regulations. Party B promises not harming Party A's company, brand, and product image, Party B will protect all confidential documents and information such as Party A's intellectual property, quality of products, and qualification report, etc. Party B shall advise Party A comply with the relevant Chinese laws and regulations (including advertising law and e-commerce law).

4.2 乙方须在双方约定的时间内,根据双方约定的服务要求,提供甲方旗下******品牌在意大利国家馆的页面设计及美工,商品图文美工,商品图文上传,商品价格调整和更新,订单接收及处理,异常订单跟进及处理,退换货跟进及售后处理,数据分析等一系列运营服务,乙方对所有经过甲方确认的信息,如图文,页面,推广等,出现违反广告法,打击假冒伪劣,侵害甲方公司、品牌和商品形象的,乙方不承担相关责任,但前提是乙方已正确告知违法事项。如果乙方发现任何假冒甲方商标、设计和/或产品的行为,乙方应及时通知甲方并全力协助其采取合理措施制止此类侵权行为。对上述侵权行为的任何索赔均归商标所有人所有。

Party B shall, within the time agreed by both parties and in accordance with the service requirements agreed by both parties, provide page design and art design, product graphic art, product graphic upload, product price adjustment and update, order receiving and processing, abnormal order follow-up and processing, return and replacement follow-up and after-sales processing, data analysis and a series of operation services based on the Italy National Pavilion under the brand of







**** owned by Party A. Party B shall not be liable for any violation of the advertising law, crackdown on counterfeits, infringement on the company, brand and commodity image of Party A in respect of all the information confirmed by Party A, such as graphics, pages, promotions, etc, provided that Party B has correctly advised on the matter subject of the violation. In the event of Party B finding out any counterfeiting of Party A's trademarks, designs and/or products, Party B shall promptly notify Party A and fully assist them to take reasonable measures to stop such infringement. Any claims regarding the above infringements shall be owned by trademark holder.

5. 费用及结算

Remuneration and Payment

5.1 商品进口及销售过程中产生的进口增值税、销售增值税及企业所得税,由甲方承担

The import VAT, sales VAT and enterprise income tax generated in the process of commodity import and sales shall be borne by party A

5.2 按照甲乙双方的约定,乙方按照双方确认的代运营服务内容向甲方收取基础服务费具体计算方式详见附件1

According to the agreement between Party A and Party B, Party B charges Party A the basic service fee confirmed by both parties. For the specific calculation method, please refer to Appendix 1

5.3 乙方银行账户信息 Bank account information of party B

户名: 上海智驭电子商务有限公司

账号: 上海农商银行杨园支行 32466218010035812

Account name: Shanghai Wisepartners E-Commerce Co., Ltd

Account number: Shanghai Rural Commercial Bank Yangyuan Sub-branch 32466218010035812

6. 协议有效期及终止

Validity and Termination of Agreement

6.1 本协议自双方签订协议有效期从品牌入驻上线之日起12个月整

This agreement shall be valid for $\underline{12 \text{ months}}$ from $\underline{\text{the date when the Italian Brands}}$ is $\underline{\text{launched}}$

6.2 如果一方实质违反本协议义务或是在另一方发出通知后的**30日**内没有依其要求对违约进行 补救的,则另一方均有权随时解除本协议

Either Party shall have the right, at any time, to terminate this Agreement if the other Party commits a material breach of any of its obligations under this Agreement and fails to cure such breach within thirty <u>30 days</u> after written notice has been given by the non-breaching Party Asking for remedy thereof.







6.3 本协议之终止并不影响本协议项下未完成之结算或任何一方的付款义务,以及其他在终止日之前已产生的权利或义务。

The termination of this agreement does not affect the unfinished remuneration and payment as well as other rights or obligations before termination of this agreement

因甲方单方面原因导致提前终止本协议, 乙方不予退款, 因乙方单方面原因导致提前终止 本协议, 乙方将对甲方本协议项下的未使用服务的部分予以偿还。

Early termination due to unilateral reasons of Party A, Party B will not refund the fee Early termination due to Party B's unilateral reasons, Party B will refund fee of the unused part to Party A

6.4 除非本协议另行约定,乙方无权因本协议终止或解除主张任何赔偿

Unless otherwise stipulated in this Agreement, Party B shall not be entitled to claim for compensation by reason of the expiration or termination of the Agreement

7. 知识产权

Intellectual Property

7.1 甲方和/或其关联公司为甲方产品相关的字号,标识,商标,版权等其他权利("甲方知识权")的唯一所有者。除非本协议明确规定,乙方不得使用上述的甲方知识产权。在本协议有效期内,乙方有权为根据本协议提供代运营服务之目的使用甲方标识,字号和商标。乙方不得以自己名义或为他人利益或协助他人申请注册登记有可能侵犯或影响甲方知识产权的知识产权

Party A and/or its affiliates is the sole owner of the trade name, logo, trademarks, copyrights and other rights related to the brands related to Party A's Products ("IP of Party A"). Save as expressly permitted under this Agreement, Party B shall not have the right to use any for the aforementioned IP of Party A. Party B shall be entitled to use the logo, tradename, trademarks of Party A during the term of this Agreement in connection with the Operation Activities provided for under the Agreement. Party B shall not in its own name or on behalf of others, or help others to apply for registration of intellectual property rights which could infringe or affect the IP of Party A

7.2 乙方不得将在合同范围内向甲方提供的服务,尤其包括所有的创意,设计,布局等以相同或者 改动的方式提供给其他委托人使用。本条中的创意仅包括甲方接受提出的创意并声明一定 或可能实施该创意的情形

Party B shall not provide the same or modified services which have been provided to Party A to other parties, especially including all creativities, designs and layouts. The creativity in this clause only refers to the creativity accepted by Party A and will be or may be executed

7.3 任意一方须在得到对方的书面授权或电子邮件正式授权后,方可使用对方的商标和标识。 任意一方不能因为本协议而自动获得对对方商标.标识的使用权 Any party must acquire a written or email authorization by the other Party Before







using the other party's trademark and logo. Any party will not acquire the right to use the trademark and logo automatically without prior consent

7.4 任意一方违反了本条上述义务的,应保证对方免受第三人主张权利的影响。守约方因为权利所有人主张权利而产生的所有费用,应由违约方方 承担。这些费用尤其包括守约方因第三人主张权利而产生的损害赔偿义务,律师费和诉讼费

If either Party Breaches the aforesaid obligations of this Clause, it shall ensure the other Party free from the claims of third parties. The breaching Party shall bear the costs arising from the claims of right owner for the non-breaching Party. The costs include particularly the obligations for damage compensation, lawyer fee and legal costs incurred by the non-breaching Party

7.5 乙方陈述并保证,其应确保其分包商和由其聘请的第三方遵守乙方在本条项下的义务,视 同该等分包商和由其聘请的第三方为本协议的一方。分包商和/或聘请的第三方的任何违反 均

视为乙方的违约,乙方应为该等分包商和/或聘请的第三方的任何该等违反承担责任

Party B represents and warrants that it shall ensure its subcontractors and any third party engaged by it complies with Party B's obligations under this clause as if the subcontractors were a party to this Agreement. Any breach of the subcontractors is deemed Party's B acts of breach and Party B shall be liable for any such breach by such subcontractors

8. 保密义务

Confidentiality

8.1 未经对方书面许可,任意一方不得将本协议内容及附件内容透露给第三方

Without the other party's written approval, any party shall not reveal the content of this agreement and its attachment to the third party

8.2 任何一方对于另一方的商业机密及其他机密资料和信息(以下简称"保密信息",包括但不限于公司商业模式,商业计划,定价策略,供应链计划,财务预算和模式,计算机程序,源代码,运算法则,员工,专家,甲方和潜在甲方的名单及专长,方法,方式,步骤,创意,发明(无论是否取得专利),图表及其他技术,商业,财务和产品发展计划,预算,策略和信息等)均应保守秘密;非经另一方书面同意,任意一方不得向第三方泄露,给予或转让该保密信息(不限传达方式及是否为草稿或最终确认稿)

Any party shall keep confidential of any the other party's business secret or other confidential documents and information (referred to as confidential information, include but not limited by company's operational model, commercial plan, pricing strategy, supply chains plan, accounting budget and model, computer program, the source code, rules of operation, employees, experts, Party A and potential Party A's name list and specialization, methods, means, steps, originality, invention (no matter if it obtained patent), charts and other techniques, business, accounting and product development scheme, budget, strategy and information, etc.). Without written approval by the other party, any party shall not reveal, give or transfer this confidential information to a third party (transferring methods are not limited and whether it is draft or final draft)







8.3 本条所述的保密信息不包括双方可以通过书面证据证明的以下信息:

The confidential information stated here does not include the following information, which can be proved by both parties through written evidence:

该信息在披露之时已成为可以公开获得的信息

This information has been publicly available before it is revealed

- (1). 该信息是甲方披露前已为乙方拥有的信息
 - This information has already been known by Party B before it is revealed by Party A
- (2). 甲方披露后非因乙方的过错成为可以公开获得的信息
 - This information becomes publicly available after revealed by Party A and not due to Party B's fault
- (3). 该信息是乙方依据法律,法规,生效的司法判决或行政裁决必须披露的
 This information shall be revealed by Party B according to laws, regulations, judicial and administrative adjudication
- (4). 乙方可以从甲方以外的第三方合法获得的且无披露或使用限制的信息
 Party B could obtain unlimited or unrevealed information from a third party other than Party A legally

8.4 双方承诺在本协议终止之后仍然继续承担在此条款下的一定的保密业务

Both parties promise to take the responsibility of non-disclosure after the termination of this agreement

9. 违约责任

Liability for Breaching Contract

双方确认一致,认定如任意一方违反本协议的有关规定,则另一方有权书面通知违约方在规定的时间内纠正违约行为,并对违约所造成的损失索赔

The damage and the breaching party is confirmed with each other. Any Party Breaches the provisions under this Agreement, the other party is entitled to inform the breaching party in writing to rectify the breach of the contract within specified time, the breaching party shall compensate the damage caused by the violation.

10. 转让与继承

Transfer and Inheritance

未经对方明确书面同意,任意一方不得向任何其它方转让本协议项下的权利或义务

Without the other party's written approval, any party shall not transfer any right and obligation to any other party in any means.







11. 有效通知

Effective Notice

11.1 本协议下所要求,批准或作出的许可,要求和其他通知应以英文书面形式书就并寄送到下列通讯地址或电子邮箱:

All consents, requests and other notices required or permitted to be given under the Agreement must be in writing and be given in the English language to the contact person at the street addresses or email addresses identified below:

乙方签收地址: 上海市徐汇区柳州路928号 百丽国际广场 1105室

Party B's receipt address: No. 1105 Belle International Plaza, No.928 Liuzhou Road, Shanghai, China

乙方签收人: 王清

Party B's signatory: Lester Wang

电子邮箱/E-Mail: [lester.wang@wisepartners.cn]

11.2 协议任一方可随时提前7天以上述方式书面通知另一方修改其通讯地址,电子邮箱或联系人

Either Party may at any time change its street address, email address or contact person by giving **seven days**' prior written notice to the other Party in the above prescribed manner

11.3 通知自收到当日(北京时间)生效。如果为周末或中国法定假日,下一工作日视为收到时间

Notices shall become effective on the day of receipt according to Beijing time. If the day falls on a weekend or a public holiday in China, the subsequent working day shall count as the day of receipt

12. 争议解决

Settlement of Dispute

12.1 本协议适用中华人民共和国法律

The applicable law of this agreement shall be PRC law







12.2 因本协议引起的或与本协议相关的任何争议,双方应按照平等互利的原则通过友好协商以讨论并解决。如争议无法在30日内通过友好的方式解决,可提交位于上海的上海国际仲裁中心根据其仲裁时有效的仲裁规则与程序做出最终解决。仲裁决定和裁决应为终局裁决,各方应予遵守。仲裁程序应以英文进行。

If there is any dispute arising out of or relating to this Agreement, the Parties shall discuss and resolve the dispute through amicable negotiation in accordance with the principles of equality and mutual benefit. If the dispute cannot be resolved amicably within 30 days, it can be submitted for final settlement to arbitration at the Shanghai International Arbitration Center in Shanghai in accordance with its arbitration rules and procedures in effect at the time of the arbitration. The arbitration proceeding shall be final, and each party shall abide by it. The arbitration proceeding shall be held in English.

12.3 在上述磋商或诉讼期间,双方应继续履行争议部分以外的本协议项下各自义务
During the consultation or legal action, both parties shall implement obligations under this agreement except the disputed parts

13. 不可抗力

Force Majeure

13.1 如果出现不可抗力,双方在本协议中的义务将在不可抗力影响范围及其持续期间内中止履行,任意一方不应承担由于其控制范围之外的不可抗力原因造成的未能履行其本协议义务的责任。"不可抗力"取自《中华人民共和国民法典》的有关定义,此外,全球范围内与Covid-19相关的措施应明确包含在上述定义中

If force majeure happens, the performance of the obligations under this agreement shall be suspended within the scope of force majeure and its duration. Any party shall not take responsibility of unperformed obligation in this agreement due to uncontrollable force majeure. "Force Majeure" shall refer to the definition in Civil Code of PRC, in addition Covid-19 related measures worldwide shall explicitly be included within said definition.

13.2 声称遭受不可抗力的一方应在不可抗力发生后不迟于五(5)个工作日内书面通知另一方, 且应尽可能减少不可抗力所产生的影响

Either party claiming for suffering force majeure shall inform the other party in written notice within 5 working days after occurrence of force majeure, and try its best to reduce the influence of the force majeure

13.3 如果发生不可抗力,双方应立即协商解决问题的方案。如果不可抗力持续十(10)个工作日(含十个工作日)以上,且对本协议之履行产生重大不利影响,则任何一方均可终止协议

If force majeure happens, both parties shall immediately solve the problem through consultation. If the force majeure lasts for more than 10 working days (including 10 working days), and has a significant adverse effect to this agreement, either party can terminate the agreement







14. 相互关系

Interrelation

14.1 甲方与乙方是互相独立的缔约方。本协议之签订并不能解释为任何一方是另一方的合伙人, 合资企业,委托人或代理人,或建立了任何形式的联营。本协议的名称和标题仅为便于阅读之目的,不包含任何实质意义,尤其是"合作"一词,在任何时候与任何场合都不得理解为一方对另一方的债权,债务承担连带责任

Party A and Party B are independent contracting parties. The signing of this agreement shall not be explained as one party is the other party's partner, joint venture, client or agent, or set up any formation of joint operation. The name and title of this agreement are only for easiness of reading. There is no containment of any real meaning, especially for "cooperation", under any circumstance and in any time it should not be understood as a party is entitled to joint liability to the creditor's rights and debt of another party

14.2 除了本协议中已明确表达的之外,每一方都有独立的权利和义务,任何一方均不得将其债务强加于另一方或影响已赋予另一方的权利。若因任何一方的行为引起第三方诉讼或索赔,均由该方独立承担责任

Except for what has already been expressed in this agreement, every party has independent right and obligation. Neither party shall be imposed on the debt of the other party or on the influence that has given to the other party's rights. Any litigation or claim for compensation caused by any party, this party shall take the responsibility independently

14.3 未经一方书面许可,另一方不得使用对方的企业名称,商标,企业标识,产品标识等可能引起误解的信息

Without one party's written approval, the other party shall not use the other party's company name, trademark, logo, product label and any information which will lead to misunderstanding

15. 其他

Miscellaneous

15.1 本协议壹式两份,甲方执一份,乙方执一份,各份具有同等法律效力。

The agreement is executed in 2 copies with Party A holding 1 copies and Party B holding 1 copies, each copy shall have the same legal effect

15.2 本协议包括协议正文,附件,均为本协议之不可分割的一部分,附件与本协议正文具有同等法律效力

This agreement includes the text of agreement and appendixes are an integral part of this Agreement. The appendixes shall have the same legal effect as the text of agreemen







15.3 中英文版具有同等法律效力,若有冲突,以英文版本为准。

Both the Chinese and English versions are equally authentic, if any conflict, the English version shall prevail.











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(No Text below)

附件 1: 智电商_意大利公司_代运营服务报价及说明

Appendix 1: WisePartners_ Italian Company Operation Service Quotation and Statement

附件 2: 智电商_服务范围

Appendix 2: WisePartners_Service Scope

附件 3: 意大利公司在线展示流程, 陈述和可交付成果

Appendix 3: Italian Company's Online Presence Process, Representations and Deliverables

附件 4: 资格标准

Appendix 4: Eligibility Criteria

附件5: 声明

Appendix 5: Declaration







双方签字盖章 Signature and Seal

甲方: Party A:

(盖章 / Seal)

授权代表 (负责) 人:

Authorized Representative:

签署日期: 2021 年 月 日

Signature Date:

乙方: 上海智驭电子商务有限公司 (智电商[®])

Party: Shanghai Wisepartners E-commerce Co., Ltd.

(盖章 / Seal)

授权代表 (负责) 人: _______

Authorized Representative:

签署日期: 2021年 月 日

Signature Date:







附件1: 智电商_意大利公司 代运营服务报价及说明

Appendix 1: WisePartners_ Italian Company Operation Service Quotation and Statement

1. 服务费

Service Fees

1.1 甲方应向乙方支付基础服务费(以下简称为"基础服务费")

Party A shall pay basic service fee (hereinafter referred to as the "Basic Service Fee") and commission fee (hereinafter referred to as the "Commission Fee") (Basic Service Fee and Commission Fee will be collectively referred to as the "Running Fees") to Party B

1.2 意大利公司基础服务费: _6,000€/12个月(含税6%),基础服务费应按预期每年一次性支付

Italian companies <u>Basic Service Fee</u>: <u>6,000€/12Month</u> (VAT 6% included) , The Basic Service Fee shall be payable on an anticipated yearly basis in one-off payment

1.3 甲方在合同签署的<u>10</u>个工作日内,根据双方认可的乙方的开票金额预先支付**基础服务费**,即甲方支付第一笔**十二个月**的基础服务费,共计<u>6,000€</u>整

Within first 10 working days after agreement signed, Party A must pay the first Basic Service Fee according to Party B's receipt amount agreed by both parties, which means that Party A should pay the Basic Service Fee for the 12-month-term, total 6,000€

1.4 之后,甲方须在下一期服务开始前10个工作日内,根据乙方的开票金额向乙方支付下十二个月的基础服务费(即 6,000 €整),以此类推

Afterwards, within first 10 working days of the next period, Party A shall pay every 12 months according to Party B's receipt amount agreed by both parties, which totals EUR 6,000 and so on

1.5 <u>如延迟支付基础服务费</u>,乙方有权要求支付因延迟支付产生的滞纳金,滞纳金金额为未付金额的0.3%/日。如超过5天仍未结清款项,乙方有权仅对未支付部分停止项目运营

<u>In case of delayed payment for the Basic Service Fee</u>, Party B has the right to require a late fee for deferred payment, 0.3% of the unpaid amount for each day. If the payments have not been settled over 5 days, Party B has the right to terminate the project operation only for the unpaid part

1.6 甲方在意大利国家馆店铺不得同时超过4(四)个品牌和40(四十)个SKU。双方特此同意并确认,如任何意大利公司需在一般贸易旗舰店和海外旗舰店销售不同的SKU,如同时在两家店铺的SKU总量不超过40(四十)个,则无需支付额外费用,不同颜色和/或尺寸的产品应视为同一SKU。如果甲方公司陈列超过上述总量限制的SKU,乙方将收取额外的费用,相关付款条款和条件将另行重新约定

Party A shall be limited to no more than 4 (four) Brands and 40 (forty) SKUs in Italian Pavilion Stores simultaneously. The Parties hereby agree and confirm that if any Italian Company intends to sell different SKUs in General Trade Flagship Store and Oversea Flagship Store, this will be possible at no extra charge, as long as the total amount of







SKUs present in both Stores simultaneously does not exceed 40 (forty) SKUs. **The products with different colors and/or sizes shall be deemed as the same SKU**. In case Party A wishes to place SKUs above said threshold, Party B will charge additional fees. The relevant payment terms and conditions will be stipulated separately

1.7 意大利国家馆店铺只有在至少35家意大利公司和175个SKU与乙方就意大利国家馆店铺达成电子商务服务协议的情况下才会开业。如未能满足上述两项要求,以附件1第1.8条所述的相关条件为准

The Italian Pavilion Stores will be open only if and when a minimum of 35 Italian Companies and 175 SKUs entered into the E-Commerce Service Agreement with Party B for the Italian Pavilion Stores. In case of failure to meet both requirements, refer to the related conditions set forth in Appendix 1 Art. 1.8

1.8 据此,根据ITA的要求,在下列情况时,意大利国家馆的上线日期可以推迟:

In this respect, upon request by ITA, the launch may be postponed under the following circumstances:

■ 如截止至意大利国家馆上线日期时,尚未达成35家意大利公司签订电子商务服务协议: ITA 有权单方作出上线较少数量的意大利公司的决定

If by Italian Pavilion Online Date 35 Italian Companies have not yet entered into E-Commerce Service Agreements: ITA shall have the right to unilaterally decide to go online with a lower number of Italian Companies

■ 如截止至意大利国家馆上线日期时,尚未达成35家意大利公司签订电子商务服务协议: ITA 拟调整意大利国家馆上线日期,经 ITA 和乙方协商可共同决定不同日程安排下意大利 国家馆的上线日期

If by Italian Pavilion Online Date 35 Italian Companies have not yet entered into E-Commerce Service Agreements: ITA intends to adjust the Italian Pavilion Online Date, ITA and Party B consultation may jointly decide on a different schedule for the Italian Pavilion Online Date

1.9 关于意大利公司财务结算内容详见智驭电商代运营财务结算合作协议,该协议应构成本协议的一部分。

For details of Italian Company Financial Settlement, please refer to the WISEPARTNERS E-Commerce Financial Settlement Agreement which shall constitute an integral part of this Agreement.







附件2: 智电商_服务范围

Appendix 2: WisePartners_ Service Scope

乙方确认本协议项下服务主要包括以下内容:

Party B confirmed the Services to be provided according to this Agreement mainly includes the following items:

1 意大利公司入驻意大利国家馆的入驻服务

Italian Company Entrance Service in Italian Pavilion

1.1 乙方应根据甲方(意大利公司)以及京东平台的要求,自费安排将甲方(意大利公司)提供的与意大利国家馆开设和甲方(意大利公司)入驻意大利国家馆有关的所有资料从英文翻译成中文。所有由甲方(意大利公司)签署(签字和/或盖章)的文件应包含完整和准确的英文版本。此外,乙方承诺以英文提供任何及所有有关意大利国家馆运营、货物流转、产品陈列要求、中国税收和关税的信息,以及任何其他有助于意大利国家馆和品牌页面正确运行的信息。除非另有约定,乙方与甲方(意大利公司)之间均应以英语沟通

Party B shall at its own expense arrange for the translation for all the materials provided by Party A (Italian Companies) related to Italian Pavilion creation and/or Italian Companies entering Italian Pavilion from English into Mandarin Chinese based on JD Platform, Party A's (Italian Companies) requirement. All documents to be executed (signed and/or sealed) by Party A (Italian Companies) shall contain a full and accurate English version. In addition, Party B undertakes to provide any and all information as to the operations on the Italian Pavilion, the flow of goods, the requirements for product placement, tax and custom duties in the PRC as well as any other information useful to the correct running of the Italian Pavilion and the Brand Pages therein in English. Unless otherwise agreed, any communication between Party B and Party A (Italian Companies) shall be in English

1.2 乙方承诺在中国开展所有必要的活动,以满足所附文件"招聘品牌规范清单"中的要求,并协助甲方(意大利公司)在海外开展活动。甲方(意大利公司)在中国的活动不承担任何额外费用或成本,除政府官费和/或认证翻译费外。此外,乙方应协助甲方(意大利公司)识别、准备和收集在意大利所需要的文件

Party B undertakes to conduct all activities in China necessary to fulfil the requirements outlined in the document "Recruitment Brand Specification List" hereto enclosed and to assist Party A (Italian Companies) with the activities to be performed oversea. No additional fee or cost shall be borne by the Italian Companies as to the activities in China, excluding government fees and/or certified translation fees. In addition, Party B shall assist the Party A (Italian Company) with the identification, preparation and collection of documents required in Italy

1.3 乙方根据京东平台的要求,从相关意大利公司收到甲方(意大利公司和/或品牌)的注册登记信息后,应协助其在京东平台上申请甲方(意大利公司和/或品牌)的注册登记。京东平台要求可能会不时更新或调整

Party B shall assist for the registration application of Party A (Italian Companies and/or Brands) on the JD Platform once Party B received the registration information of Party A







(the Italian Companies and/or Brands) from the relevant Italian Companies based on JD Platform requirements. The JD Platform requirements may be updated or fine-tuned from time to time

1.4 乙方应维护并上传产品信息,包括但不限于新品牌页面的产品价格、促销信息、产品图片等其他有用信息。品牌页面上线后,乙方应策划、协调和执行意大利国家馆内产品的所有运营、数据分析、运营计划

Party B shall maintain and upload products information, including but not limited to product price, promotional information, product pictures and other useful information of the new Brand Pages. After the Brand Page is online, Party B shall plan, coordinate and execute all operation, data analysis, operation plan for the products on the Italian Pavilion

1.5 乙方应负责起草意大利公司和品牌的开业计划、品牌页面、产品详情页面和营销推广图片的制作。

Party B shall be responsible for drafting the opening plan of the Italian Company and Brands, the creation of the Brand Page, product details page and marketing promotion pictures

1.6 乙方应在意大利国家馆项目启动的基础上,安排与甲方(意大利公司)的启动会议,安排双方的沟通,制定项目规则和流程

Party B shall arrange for a kick-off meeting with Party A (Italian Companies) based on the launch of the Italian Pavilion project, shall arrange for communication between the Parties shall develop project rules and processes

1.7 乙方应安排与甲方(意大利公司)的分析会议,组织开设总结和启动庆典

Party B shall arrange for an analysis meeting with Party A (Italian Companies) for the setup summary and launch celebration

2 运营服务

Operation Services

2.1 乙方应为意大利国家馆内各意大利公司和品牌提供所需的运营和销售服务

Party B shall provide the required operation and sales services for each Italian Company and Brand in Italian Pavilion

2.2 乙方应动态调整产品结构,如每日价格及促销价格调整、产品管理、产品分析、产品流量管理、 产品销售数据分析等

Party B shall adjust the product structure dynamically, such as daily price and promotional price adjustment, product management, product analysis, product traffic management, product sales data analysis

2.3 乙方应做好京东平台入驻活动的准备工作,和完成平台入驻活动后的活动数据分析和审核

Party B shall prepare for JD platform joining activities and make the activity data analysis and review once completed platform joining activities

2.4 乙方应提供品牌页面资源定位服务







2.5 乙方应向甲方(意大利公司)提供销售数据采集、分析及月报

Party B shall provide Party A (Italian Companies) with sales data acquisition and analysis as well as a monthly report

2.6 自每家意大利公司上线日期起至每个月结束后,乙方应每月分析销售数据,并在下个月的前7 (七)个工作日内,就产品选择、陈列、定价提供建议。对于采用跨境直运模式销售的产品,乙 方除应确定表现最好的产品("热销")外,还应就有机会切换为京东保税仓模式进行成本效益分析

After the completion of each month beginning with the Online Date of each Italian Company, Party B shall analyze the sales data and on a monthly basis, within the first 7 (seven) working days of the following month, provide advice as to product choice, placement, pricing. With reference to the items sold using the cross-border direct shipping model, in addition Party B shall identify the best performing items ("hot selling") and carry out a cost-benefit analysis as to the opportunity of switching to the JD bonded warehouse model. Such cost-benefit analysis shall be sent by Party B as a report on a monthly basis to each Italian Company, regarding their own products

3 视觉设计

Visual Design

3.1 乙方应通知并协助意大利公司收集并制作品牌标识图像的 PSD 和 JPG 格式 (用于商店和产品的图片展示)、销售产品的产品图像、产品型号和产品详细信息、所有品牌及产品展示、使用的MP4 视频和其他视频)

Party B shall inform and assist Italian Companies to collect and produce PSD and JPG formats of brand LOGO images (for display of pictures related to stores and products), product images of sold products, product models and product details, and MP4 videos of all brands and products Display, use and other videos)

3.2 乙方应使用意大利公司提供的材料制作主店铺图片(平台展示的图片)、主打产品图片(店铺内单一产品展示图片)、产品详情页图片(单一产品型号、材质、使用规则展示图片和其他信息),产品展示视频(不包含视频制作.包括意大利公司提供的英文和/或中文视频脚本后在视频中配上字幕)、平台活动受理页面(平台活动场景展示图片)、宣传资料(营销渠道展示图片)等

Party B shall use materials provided by Italian Companies to make the main store picture (picture displayed on the platform), main product picture (picture of a single product displayed in the store) and product detail page picture (for a single product model, material, Pictures displayed using rules and other information), product display videos (excluding video production, including subtitling within video upon submission of video script in English and/or Chinese by the Italian Company), platform event acceptance pages (pictures displayed in platform event scenes), promotional materials (pictures displayed in marketing channels), etc.

3.3 乙方应在上传至意大利国家馆店铺前,向意大利公司和品牌提供资料供确认

Party B shall provide materials to Italian companies and brands for confirmation before







uploading to Italian Pavilion Stores.

4 营销及付费流量

Marketing and Paid Traffic

4.1 乙方应负责制定意大利国家馆市场营销计划及相关预算

Party B shall be responsible for the formulation of Italian Pavilion marketing plan and related budgeting

4.2 乙方应对各项营销计划和效果进行数据分析,并对营销行为进行优化和调整

Party B shall carry out data analysis for each marketing plan and effect, and optimize and adjust for marketing actions

5 客户服务

Customer Services

5.1 在意大利国家馆,乙方将为最终消费者提供中文的客户服务,如:销售指导、投诉处理、订单查询和跟进、交付状态、产品变更、忠诚客户回访等

With reference to the Italian Pavilion, Party B will provide a Customer Care Service in Chinese language for the benefits of end consumers, such as: sales guiding, complaints handling, order query and follow ups, delivery status, and change of products, loyal customers call back etc.

5.2 意大利国家馆的客户服务包括:

The Customer Care Service for the Italian Pavilion will include:

■ 与甲方和意大利公司分享问答、常见问题;

Sharing of Q&A, FAQ with Party A and Italian Companies;

■ 通过一对一的聊天为关注者提供服务帮助;

Service assistance to the followers also through one-to-one chat assistance

■ 选择,已提供给甲方并经甲方同意的,关于意大利国家馆整体和意大利品牌相关公司/ 品牌/产品有关的预先设定的答案

Selection of pre-defined answers to be shared and agreed upon with Party A if connected to the Italian Pavilion in its entirety, and with Italian Brands about their Company/ Brand/ Products

■ 月度报告,包括最常见的问题和通过意大利国家馆收到的信息数量。在此基础上,甲 方和/或意大利品牌可整合常见问题预先设定答案并发送给乙方

Monthly report including most frequently asked questions and number of messages received through the Italian Pavilion. On this basis Party A and/or Italian Brands may integrate the FAQ pre-defined answers and send it to Party B







■ 服务将由以中文为母语的人士提供,并向乙方报告

The service will be rendered by Chinese native speakers who will report to Party B

■ 乙方项目经理应指定一名客服主管,该客服主管对项目经理负责。如果消费者提出的问题不包括在详细的问答方案中,乙方客服主管应向项目经理汇报,并应向意大利公司发送电子邮件,并抄送给ITA,以要求快速、正确地回复中国消费者。同时,乙方客服主管将在24小时内向消费者提供一份与意大利公司预先商定的答复,并在收到意大利公司的确认后发送第二份答复

Party B Project Manager shall appoint a Customer Service Chief, who shall be responsible for Project Manager. In case a consumer should ask a question that is not included in the detailed Q&A scheme, Party B Customer Service Chief should report to Project Manager and send an email to the Italian Company and cc to ITA to ask for a quick and correct reply for the Chinese Consumer. In the meantime, Party B Customer Service Chief will provide the consumer with an answer pre-agreed upon with the Italian Company within 24 hours, and will send the second answer once the confirmation from the Italian Company shall be received

■ 根据 ITA 和/或意大利公司要求,乙方将创建存储库包含所有重要的问题和提供的答案

Party B will create a repository upon request of ITA and/or Italian Companies in English and Chinese, containing all the major questions asked and provided answers

5.3 售前客户服务的工作时间为每周 7 天,每天 13 小时,从上午 9 点到晚上 10 点,中国法定节假日除外

The working time of the pre-sale customer services will be of seven days a week, 13 hours per day, from 9 am to 10 pm CST, except national holidays of the PRC

5.4 售后服务的工作时间为每周 5 天,每天 9 小时,从上午 9 点到下午 6 点,中国法定节假日除外

The working time of the after-sale customer services will be of five days a week, 9 hours per day, from 9 am to 6 pm CST, except national holidays of the PRC

6 仓储物流

Warehouse and Logistics

6.1 乙方应负责整个物流过程的协调。尤其是,一旦下单,乙方应立即通知相关意大利公司或第三方(如适用),在任何情况下不得迟于 24 小时(如遇中国法定节假日顺延至下一个工作日)。此通知应包含订单处理所需的所有细节。物流、仓储、清关等相关费用需提前计算在产品价格中,由最终客户承担。如因产品质量问题,不是由于物流和/或包装处理不当造成的,则由意大利公司承担因此而导致的退货和换货的费用

Party B shall be responsible for the coordination of the entire logistic process. In particular, Party B shall promptly, and in any case no later than 24 hours, in case of national holidays of the PRC that will be postponed to the following working day notify the relevant Italian Company or third party where applicable once an order is placed. This notification shall







contain all details necessary for order processing. The relevant expenses such as logistics warehousing and customs clearance need to be calculated in advance in the price of the goods to be borne by the final customer. In case of product quality issues other than due to logistics and/or improper handling of the package, the cost of return and exchange caused by damage will be borne by the Italian company

6.2 跨境贸易(直接运输选项):意大利公司自费将产品运送至最近的位于欧洲的京东仓库。一旦购买的产品到达上述地点,乙方应全权负责客户交付所需的所有进一步活动,意大利公司不承担任何进一步费用,包括但不限于向最终消费者发货、报关。除非采购产品存在质量问题,否则退货有可能被拒绝,意大利公司需计算物流等成本费用并添加到售卖价中,由最终消费者承担

Cross-border trade (direct shipping option): the Italian Company ships the products to the nearest JD Warehouse located in Europe at its own expense. Once the purchased products arrive at said location, Party B shall be solely responsible for all further activities necessary for client delivery without any further cost for the Italian Company, including but not limited shipment to the final consumer, customs declaration, whereas return may be refused unless the purchased product has a quality issue Italian companies shall calculate costs such as logistics and add them to the selling price, which is borne by the final consumer

6.3 跨境贸易(仓储选项): 意大利公司将预定库存的产品运输至中国京东保税仓库,费用自理,并支付额外的仓储服务费。一旦产品到达上述地点,乙方应全权负责客户交付所需的所有进一步活动,意大利公司不承担任何进一步费用。乙方负责向保税仓库进行客户退货或换货处理,除非采购产品存在质量问题,否则退货有可能被拒绝,意大利公司需计算物流等成本费用并添加到售卖价中,由最终消费者承担

Cross-border trade (warehouse stocking option): the Italian Company ships a predetermined stock of products to a JD Bonded Warehouse in the PRC at its own expense and pays an additional fee for the stocking service. Once the products arrive at said location, Party B shall be solely responsible for all further activities necessary for client delivery without any further cost for the Italian Company. Party B responsible for customer return or exchange processing to the bonded warehouse, whereas return may be refused unless the purchased product has a quality issue. Italian companies shall calculate costs such as logistics and add them to the selling price, which is borne by the final consumer

6.4 一般贸易: 意大利公司通过自己的投资工具和/或指定的第三方(如经销商、代理商等)在中国境内,在自己的经营场所或京东仓库储存货物,后者收取额外费用。如果货物是在意大利公司的场所下,意大利公司会自费将产品运送到最近的京东仓库。一旦购买的产品到达上述地点,乙方应全权负责客户交付所需的所有进一步活动,意大利公司不承担任何进一步费用,包括但不限于向最终消费者发货。乙方负责退换货处理。从意大利公司场所或京东仓库交付到客户的费用由最终客户承担,意大利公司需计算物流等成本费用并添加到售卖价中,由最终消费者承担

General trade: the Italian Company present in the PRC via its own investment vehicle and/or designated third party (such as distributor, agent etc.) stocks the goods at its own premise or at the JD warehouse, in the latter case for an additional fee. If it the goods are at the Italian Company's premise, the Italian Company ships the products to the nearest JD Warehouse at its own expense. Once the purchased products arrive at said location, Party B shall be solely responsible for all further activities necessary for client delivery without any further cost for the Italian Company, including but not limited shipment to the final consumer. Party B shall be responsible for the return and exchange processing. Client delivery from the Italian Company's premise or the JD Warehouse shall







be at the final customer's expense. Italian companies shall calculate costs such as logistics and add them to the selling price, which is borne by the final consumer

6.5 乙方应负责产品的装货、发货沟通和监督

Party B shall be responsible for the products loading and delivery communication and supervision

6.6 乙方应负责库存安全监督管理

Party B shall be responsible for the inventory safety supervision and management

6.7 乙方应负责产品的领用、提货包装和发货的监督和跟踪

Party B shall be responsible for the products picking, pick-package and delivery supervision and tracking

6.8 乙方应向甲方和/或意大利公司提供物流报告,如库存报告

Party B shall provide Party A and/or Italian Companies with the reports for logistic, such as inventory report

6.9 乙方应根据意大利国家馆项目向甲方和/或意大利公司提供日常通信服务

Party B shall provide Party A and/or Italian Companies with daily communication service based on the Italian Pavilion project







附件 3: 意大利公司在线展示流程, 陈述和可交付成果

Appendix 3: Italian Company's Online Presence Process, Representations and Deliverables

所附**操作规范清单**和**产品信息清单模板**以供参考。实际清单可能会根据京东平台、意大利公司及其产品的性质发生变化。

Attach <u>Operation Specification List</u> and <u>Product Information List Template</u> for reference. Actual list may be subject to changes based on JD Platform, the Italian Companies and the nature of their products.

以下是意大利企业与乙方及时安排材料交换和流程的初步工作流程,以确定意大利企业在意大利馆的在线 亮相。

Below a tentative workflow for arranging material exchange and process between the Italian Companies and Party B timely in order to finalize Italian Companies' Online Presence on the Italian Pavilion.

1.1 入职流程要求相关意大利公司响应录取流程书,需根据意大利对外贸易委员会的门户网站专用板块所详列输入必要的数据,以在意大利对外贸易委员会的门户网站上提交申请

The on-boarding process requires that Party A (Italian Company) who is interested responds to the circular of admission by submitting its application on Italian Trade Commission's web portal by entering the requested data, as specified in the dedicated section of the web portal itself

1.2 ITA 将对申请进行评估,将尽快予以批准,如若相关意大利公司满足项目所需的管理和最低要求

ITA will evaluate the application, approving in the shortest possible period of time if the interested Italian Company meets the administrative and minimum requirements required for the project

1.3 一旦申请获得批准,相关意大利公司将向乙方汇报,他们将尽快与公司联系,就公司的产品及其在中国市场的可销售性组织第一次面试

Once the application has been approved, the Italian Company will be reported to Party B, who will contact the company as soon as possible to organize a first interview on the company's products and their marketability on the Chinese market

1.4 一旦确定有意向的意大利公司的产品在中国销售的可能性,意大利公司将收到电子商务服务协议

Once the possibility of selling the interested Italian Company's products in China has been confirmed, the latter will receive the E-Commerce Service Agreement







1.5 意大利公司与乙方签订电子商务服务协议之后,从而成为一个成员公司并开始运营阶段

After the Party A (Italian Company) will enter into the E-Commerce Service Agreementwith Party B, it will become a member company the operational phase will start

1.6 以下是安排甲方(意大利公司)和乙方之间及时进行材料交换和处理的暂定工作流程,以便最终确定意大利公司在意大利国家馆的在线展示。该工作流程仅在甲方(意大利公司)和乙方签订电子商务服务协议后且履行该电子商务服务协议生效义务后才生效

The workflow hereunder will enter into effect once Party A (Italian Company) shall Enter into an E-Commerce Service Agreementwith Party B, and fulfill the duties agreed upon with Party B to make E-Commerce Service Agreementeffective

■ 意大利公司必须在与乙方签订协议后 10 (十) 个工作日内,仅以英语向乙方提供所附操作规范清单中的信息,包括:公司说明、特性、品牌介绍、品牌资料及使用授权、产品图片、视频等

Within 10 (ten) working days upon signing an agreement with Party B, the Italian Company must give to Party B, in English language only, the information included in the Operation Specification List attached, including: Company Description, Identity, Brand Introduction, Brand material and authorization to use, Product Images, Videos, etc.

■ 如意大利公司提供的上述信息为中文,则该材料应发送给乙方。如果该信息不是以中文提供的,或意大利公司认为该信息不是最新的,意大利公司可要求乙方将英文资料翻译成中文,乙方将予以提供翻译,作为其服务的一部分。还应包括上线日期后所需要的任何翻译,即意大利公司认为需要翻译的新产品和对现有产品翻译的修改

If the Italian Company will have the abovementioned information already available in Chinese language, such material shall be sent to Party B. In case the information is not already available in Chinese language, or is deemed by the Italian Company as not up to date, the Italian Company may ask Party B for the translation of the English material in Chinese, and Party B will support with the translation, as part of its services. This shall also include any translation necessary after the Online Date, meaning in respect to new products and amendments to existing products the Italian Company deems necessary

■ 在收到意大利公司提供的上述材料后 10-15 (十-十五) 个工作日内,乙方将在国家馆内创建和设计意大利公司的在线展示,包括意大利公司提交的每一个产品的品牌页面和产品页面,并在 ITA 与乙方签订的《电子商务服务协议》(以下简称为"意大利公司在线展示检测环境") 项下 SKU 的限制下

Within 10(ten) to 15(fifteen) working days from receiving the abovementioned material from the Italian Company, Party B will create and design the Italian Company's Online Presence inside the Pavilion, including the Brand Page, and Product Page, for each of the Products submitted by the Italian Company, under the limits of SKUs signed among the parties and regulated by the E-commerce Service Agreement signed between ITA and Party B (hereinafter referred to as "Italian Company's Online Presence Testing Environment")







■ 意大利公司在线展示状态测试环境完成后,乙方应将进入测试环境的链接、访问用户名和密码,以及测试环境如何工作的简短指南(英语)告知相关的意大利公司和ITA。 乙方还应提供培训和支持相关的意大利公司和ITA 如何在测试环境中导航,如有需要,还应提供远程协助(如有必要),培训及协助语言为英文。如因隐私原因或其他技术原因(乙方应明确提前向ITA 和意大利公司说明),意大利公司无法使用唯一访问账户访问测试环境,乙方将向意大利公司和ITA 提供任何验证在线展示的必要的相关信息,包括但不限于产品页面截图、品牌页面截图、意大利公司描述截图等。在这种情况下交换的所有材料应同时提供中英文版,并应在同等程度下提供协助

Upon completion of the Italian Company's Online Presence Testing Environment, Party B shall communicate to the relevant Italian Company and ITA the link and the access ID and Password to enter the testing environment, together with a short guidebook on how the testing environment works, in English language. Party B shall also be available to train and support the relevant Italian Company and ITA on how to navigate through the testing environment, if required, through remote assistance if necessary, in English language as well. Should it not be possible, for privacy reasons or other technological reasons (that will need to be clearly anticipated and specified by Party B to Party A and ITA), for the Italian Company to access a testing environment with a unique access ID, Party B will make available to the Italian Company and ITA any relevant information deemed necessary for verifying the correct Online Presence, including but not limited to screenshot of the Product Page, screenshot of the Brand Page, screenshot of the Italian Company's description, etc. All material to be exchanged under this scenario should also be both in English and Chinese languages, and assistance should be provided at the same ex-

■ 在乙方提供的在线展示的必要的相关信息后的 5 (五) 个工作日内,意大利公司将向 乙方反馈测试结果

Within 5 (five) working days from receipt of the relevant necessary information provided by Party B, the Italian Company will give a feedback to Party B about the result of testing

■ 此外,意大利公司还将向乙方发送客户服务常见问题清单、详细目录(即 SKU 编号/类型和价格等)。随附的产品信息列表模板中包含了意大利公司在此阶段将发送给乙方的**详细信息列表**

Furthermore, Italian Company will also send to Party B FAQ list for Customer Care, detailed catalogue (i.e. SKU number / type and price, etc.). A detailed list of the Information to be sent by the Italian Company to Party B at this stage is included in the attached **Product Information List Template**

■ 在收到甲方(意大利公司)对乙方提供的在线展示的必要的相关信息反馈后的 5 (五) 个工作日内,乙方将负责调整修改并讨论甲方(意大利公司)所反馈的潜在偏差

Within 5 (five) working days from the feedback from Party A (Italian Company) about the relevant necessary information provided by Party B, Party B will be responsible for adjusting the modifications and discussing the potential misalignments, areas where the Italian Company had feedbacks

■ 所有调整完成后,乙方将向甲方(意大利公司)发出书面确认。







Upon finalization of all the adjustments, Party B will send to Party A (Italian Company) a written confirmation

■ 自最终调整之日起 3 天内: 甲方(意大利公司)必须向乙方发出批准,并通知 ITA。如在发布前,甲方(意大利公司)有可能验证其在线展示所需的最终的调整和微调,则可以进行上述操作

Within 3 days from final adjustments: a go-ahead must be sent by Party A (Italian Company) to Party B, and ITA shall be kept informed. Such go-ahead can be given provided that Party A (Italian Company) has had the possibility to verify the final adjustments and fine-tuning of the Italian Company's Online Presence before publication

■ 此时,甲方(意大利公司)的在线展示将被视为是最终的

At this point, Party A's (Italian Company) Online Presence will be considered final

■ 备注:京东平台规则将可能会不时被更新或被微调,如有调整,以最新规则为准

Remark: JD Platform rules may be updated or fine-tuned from time to time in future, if there is any adjustment, the latest rules shall prevail









VIEL









Add 2 attachments

Operation Specification List

Operation Specifications List

Category	Task	Remarks
	Brand introduction	
Brand	Brand video	
	Material use authorization	
	Product List	
	Product Image	
	Product Video	
Product	product manual	
	Instructions for use	
	Product Qualification	Qualification of relevant institutions
	Gifts giveaway information	Gift value, instructions for use, pictures, available standards, qualifications, etc.
Customer service	Question List	Answers to general consumer questions about products
	Price tag	
Price	Discount price	Daily price, activity price, lowest price
	Portrait portrait	
Celebrity endorsements	IP/Portrait authorization	Scope of use and cycle authorization

WAG

- 1. The information collection date is April 22, 2020. JD Platform rules may be updated or fine-tuned from fime to fime in future

 2. All qualifications need to be stamped with the company 's official seal or signed by a legal person (authorized person) (if the authorized person signs, the relationship between the authorized person and the settler must be provided)
- 3. Qualified materials other than Chinese or English require a Chinese or English translation issued by a certified third-party translation agency



















<u>Product Information List Template</u>

			Produ	uct Informa	tion List			
Brand name* (consistent with trademark)	Name of manufacturer*	Place of Origin*	Category*	Specific product name*	Use * (commodity use scenario)	Material*	Retail price*	Business category











附件 4: 资格标准

Appendix 4: Eligibility Criteria

除双方共同起草的标准外,还应附上招聘品牌规范清单,该清单应达到京东平台规定的最低要求。

Attach Recruitment Brand Specification List which shall constitute the minimum requirements set by JD Platform, in addition to the criteria to be jointly drafted by the Parties.

意大利公司资格的最低要求

Minimum Requirements for Italian Companies' Eligibility

为初步筛选最适合中国市场(作为全球第一个在线访问和销售市场,以及其竞争环境)的意大利公司,乙 方与京东商城联合确定了以下要求:

The following requirements have been defined in collaboration with JD.com and Party B in order to propose a preliminarily screening of the Italian Companies most suitable for the Chinese Market: the first market globally for online access and sales, and for its competitive environment:

- 自主申报上一财政年度出口产品的营业额(如有)
 - Self-Declaring its Turnover for exported products in the last Financial Year (if any)
- 现有和活跃的电子商务存在(自有平台或通过第三方拥有的现有国家或国际市场)
 - Existing and active e-commerce presence (owned platform or through an existing national or international marketplace/s owned by third parties)
- 产品商业化须遵循京东商城以及乙方标识的品类和产品清单,详细说明并 上传至甲方网站: www.ice.it
 - Commercializing Products that adhere to the Categories and Products' List identified with JD.com and Party B, detailed and uploaded on Party A's website: www.ice.it
- 至少有一名人力资源专门负责管理在京东商城的电子商务项目并用英语与 乙方联络
 - With at least one human resource dedicated to managing the e-commerce project on JD.com and liaising with Party B in English
- 在意大利拥有合法地址和生产工厂的制造公司,其产品符合意大利制造产品的法律法规要求

Manufacturing companies having their legal address and production plant/s in Italy, whose products are compliant with the regulation requirements by law for Made in Italy products;

跨境模式下,其拥有的外国商标,且在所在地或其他官方网站可查具体以京东后台所示信息 为准,

In cross border mode it shall own a foreign trademark for which is valid on its local or relevent authorized website. Specific information of JD shall prevail.







■ 一般贸易模式下,拥有中华人民共和国国家工商行政管理总局商标局颁发的商标注册证书或商标申请受理通知书的公司,或者作为替代,通过 《马德里议定书》,并已获得领土延伸证书或提交了领土延伸申请,具体以京东后台所示信息为准

In general trade mode Companies that own a Trademark Registration Certificate or Trademark Application Acceptance Notice issued by the Trademark Office under the State Administration For Industry and Commerce of the PRC or, as an alternative, Territorial Extension Certificate via the Madrid Protocol has already been issued or an application submitted. Specific information of JD shall prevail

■ 公司可以保证货物直接装运至京东商城在欧洲的保税仓库,或在中国大陆的指定仓库

Companies that can guarantee shipment of goods directly to JD.com bonded-ware-houses in Europe, or indicated warehouses in Mainland China









[attach JD Italy Pavilion Recruitment Brand Specifications List_Wisepartners]











CROSS BORDER

GENERAL TRADE







京东一般贸易意大利海外国家驻报券品牌资质列表 版本4 JD General Trade Italy National Pavilion Recruitment Brand Specifications Qualification List_Version i

类目 Category	资质 Qualification	详细要求 Detail Requirements	资料提供方 Provider
		1. 新述出版《海野聚基图》 (CTF.1/1/12—— 1. Toderonak kepidation Certificate (Millor et acceptance of backmark (Choose one of the following 1,1/12) 1. 经股份的 (Comparison Certificate (Millor et acceptance of backmark (Choose one of the following 1,1/12) 1. 经股份的 (Comparison Certificate (Millor) (Comparison Certificate (Millor) (Comparison Certificate (Millor) (Comparison Comparison Comparison (Millor)	意大利公司&经销商&智驭 Italy Company & Distributor & WP Support
		2. BRIBERS 21. Assisted Assistance of the Conference of the Confer	意大利公司&经销商&智収 Italy Company & Distributor & WP
		3. 製物管 2. Qualify Imperition report 3. 財現位等中で(接近一年)) 有対的第三方列構築性物出現的競技器包(資金有なAAA(以近)、成品的開発内容器也品間を称、产品を称 配表学 可能の開発機能制度 3.1 The qualify imperition report staved by on effective third portly outhoritative qualify imperition institution within the post one year (including CMA certification CAMA certification of the provided the currient of the product imperition report into include the broad name, product 3.2 Explainters, 提供合理性的设施性的设施中的设施性的设施。 3.2 Explainters, 提供合理性的设施性的设施中的设施性的设施性的。 3.2 Note If these in a borland name, product the media product with the broad name and the manufacturer	意大利公司和经销度 Italy Company&Distributor
		Application distribution (EDMBROSE) A signification development of reviews and production enterprises (deating in Imported commodities) A signification development of reviews and operations of reviews and review of reviews and review of reviews and review of reviews and reviews a	意大利公司总经统向 Italy Company&Distributor
		· 集計出口飛代理機能指案文件(光理把口装物) · Oversea exporter /Agentifiling documents (handling imported goods) · Newsea exporter /Agentifiling documents (handling imported goods) · 用则出几条代理的图象文件(或证明起入格理性的图象分)(All Debt / All Debt / A	意大利公司 Ifaly Company
食品饮料 Food and beverage	品牌资质 Brand of Qualification	· 展块值(超口排音的效理) · Courson declaration (honding imported goods) · Lications declaration (honding imported goods) · Lications (a tipe)—中 中华人民社和国国工活物的海关中报者,启在中报表上显示相信的品质老职和"品老职 · Litations declaration term for imported goods of the People's Republic of China within the post four years (one year for food), the corresponding broad name and public delibyted on the education for the contribution of the public of the declaration form.	经 销向 Distributor
		7. 要托在口ի收(检查在JAQL) 7. Entwided import ogeremen (operating imported commodities) 7. Entwided import ogeremen (operating imported commodities) 7. ISKEL 上的基本应该政策的一个工程设计中,直接现在还确实实现 7.1 The business unit or receiving unit on the customs decisration form is not in the authorisation chain, and the entwitted customs authorization shall be provided.	意大利公司A经销商本管权 Italy Company & Distributor & WP
		E. 进口技能验的规矩(积至正风车) B. Certification of Impaction and quarantine of Impacted goods (operating Impacted commodifies) a. I. Certification of Impaction and quarantine of Impacted goods (operating Impacted commodifies) a. I. I. I. Certification of Impaction of Impaction of Impaction and Quarantine by Enthy-Bell Impaction and Quarantine provided. The same both within the last but years (new years for per bod)	经纳向 Distributor
		# 西口崎極文件 *Deporter filling documents *Deporter filling documents *Deporter filling documents *Deporter filling documents *Deporter filling document of oversoot exporters / opents (or the list of the filling / registration published by the National Enthy-Bull Impection and Quarantina Exposuration and Courtainties Deporter for can be checked.	经销商 Distributor
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		特別学品以近年: 協用子神経神神性協談(近時能)、特別特殊に対した。 特別学品が自然では、 のpanie Product Certification Certification Certification application the Food claiming to have activated the organic load certification. The organic conversion certificate is invoid (the imported food claiming to be organic needs to provide the organic product certification certificate is used by the Christee organic certification body)	

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VIET XXX







意大利公司和经销商本提获 Italy Company & Distributor & WP A complete authorization chain from the trademark holder for the sales company 起口商品:若教诲研究关单上的经营学也或收货学位,需要供证服关单上的经营学位或收货学均为海头的六路授权。 Imported product: If the meichant is not the business unit or receiving unit on the customs declaration form, it is required 意大利公司 Italy Company 4 产品度

#ROWNER

#ROW 紀婚間 Distributor 意大利公司s经销商本管权 Italy Company & Distributor & WP ### A second of the control of 意大利公司&经销商 italy Company&Distributor 7. 接**关单(但正常物效性)**7. Customs declaration (handing imported goods)
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		经营销帐间外期投机每户总统产产的证明 在通过的设计的设计的设计的设计的设计的设计的设计的设计的设计的设计的设计的设计的设计的	意大利公司总经销售 Italy Company&Distributor 意大利公司总经销售
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		经营的毛素把票据供全国工业产品生产许可证 Operating bottle cleaner shall provide national industrial production license	療大利公司を経销資 Italy Company&Distributor
		经营金车票据机CCC以证 Operating baby carriage that provide CCC certification	療大利公司起役協會 Italy Company&Distributor
		经数据系数据接供海客产品生产许可证 Operating spill prevention breast pad shall provide production license for disinfection products	意大利公司&经销售 Italy Company&Distributor
		経査総行整備提供CCC认证 Operating baby crowl pad shall provide CCC certification	意大利公司总经销商 Italy Company&Distributor
		部 費を企動機関的 CCCUは Operating infant car seat shall provide CCC certification	意大利公司总经销商 Italy Company&Distributor

VIII.









1. RioStatinic/向対変性差が有(以下1.// 2-18-)
1. Incidemonik Registration Certificate / Notice of acceptance of backmark (Choose one of the following 1.// 1.2)
1. Incidemonik Registration Certificate / Notice of acceptance of backmark (Choose one of the following 1.// 1.2)
1. RioStatinic Certificate / RioStati 1,2 Domestic trademark registration certificate is required for imported brands prime imageman to mounted 1,3 国任内岛不断被探视性网络特征计算化(数据设施外)) 1,3 Trade mark registration certificate is not mandatory for imported product (except for flagsing stores) 4 Productivalistics

4 Productivalistics

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4.2 Age 24 A Profession データを自然 手を支援機関
4.2 Age 24 A Read Limiture matching cape for entire or entire commission general resistance in the commission of the com are: performance and size safety requirements, processing safety requirements, appearance safety requirements, structural requirements, physical and chemical performance safety requirements, harmful substance limit, wood and metal parts safety equirement, signi and instructions: 4.4已治素真:卫生安全要求、安装及使用要求,那样式柜(菜)级局施度、标志及使用说明; 4.4%macom humiture: hydiene and safely requirements, hatalation and use requirements, ultimate strength of hanging or und inter-time.

1-四种属:有有物质原度、彩色胶度用溶解:
4.5 Plants furnishmer lime fractardous substances, signs and instructions for us
4.5 Plants furnishmer lime fractardous substances, signs and instructions for us
4.4 原始:卫生安全要求,彩色及玻璃等。

4.4 Matthews hygiene and solety requirements, marks and instructions for use. andulikus organis - 安全性態,對于原務色本度、附汗透色本度(仅均时面料测试)、标志及使用说明: 7 cains and unchoblesed lumilluse salely test, color fastness to dry rubbing, color fastness to sweat stains (A Joint of uprocessed furniture latery real, cool frames to dry futners; cool fathers to seed that; peaks sook as the control of the cool fathers to seed that; peaks that will be seen to (10.XLBMRH) NGL :

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5. PEN/SPIT : HRESDIXEE. CB18-01-2010-98. Refer. 5. SPIECE;

5. SWEDIXED in Section (100%) SPIECE (100%) S 4.16沙发整套/荷整套/填布/译件/缝纫针织用品:纤铬成分及含量。GB18401-2010全项,标识标志、外观质量 4.18.3ola cushlan cover/chair cushlan cover/sabled/chir/cover/sewing and shifting supplies: fiber composition and content, GB18401-2010 whole 無大利公司&经销商 Ifaly Company&Distribu 19省省登电动工厂。明明设备、电场开关及保护或连接用电路装置、低压电路、小功率电动机、家用和条机用途设备、安全被减、安全技术妨范 品、装饰装修材料等属于(强制性产品从定管理规定)范围的产品(CCC产品从定范围),需提供一份生产厂家的《中国国家强制性产品从证证 8) 80.522 (LEEPA.)
1) 18 / Capeting sectic tool, lighting equipment, wiss and cables, or connection with electric circuit which and protection equipment, lew-rotage electrical applicance, used power motion, household and what us southly guad products, each present justifying itsue. descention and provide an omnibiotation in 2012 (1997) (199 had provide a manufacturen't Thins national compulsive product certification certificate the 1s solely certification controlled the Constitution of the Constitution production license 4.21翰特劳朗防伊思县豪灾生产企业的《全国工业生产许可证》及《特种劳动防护用品安全标志证书》。 4.21 National industrial Production License and Safety Mark Certificate of Special Labor Protection Articles shall be required for the 42户MSRIQ 1986 in extraction control in the control in the energy corning income control in control in the energy corning income control in control in the energy corning income control in 4242後後的了認知用的資訊性企业的展记者。
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1. Replication, Registration (CET.11.22 —)

1. Replication, Registration (CET.11.22 —)

1. Replication, Registration Cettificate, Plotice of acceptance of voluments (Choose one of the following 1.1/1.2)

1. Replication, Registration, Regis 意大利公司&经销商各智板 italy Company & Distributor & WP Support 1. 民性報告 3. Quality impaction report 3. Indishaptholight=フタロ城氏線性物形内に打去物中攻布的底線性能等(包括CMANUE文CMANUE)。产品性能能の存在包括品牌を非、产品 名称的指針で設備用設計時代能域目 3.1 品面供向外的交流与可能促进验验中或过去的中央条的搭递检验等点(由您公从以前文公从以前文公从以前)。严险检验指定的存在的指点即称的。严急 经期间转换可能用的通知的经验的。
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3.11 Martin and women't hose physical and mechanical properties logo, accessored audity for a formful substances.
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		1. 我就正確認了你我更想遇到的(以下 1.1/1 22 是一) 1. Todamank Replaced to Certificate (Molice of acceptance of acdemork (Choose one of the following 1.1/1.2) 1. Indiamank Replaced no Certificate (Molice of acceptance of acceptance of acceptance (Molice of acceptance (Molice of acceptance of acceptance (Molice of acceptance of the acceptance of acc	意大利公司S紀徳商本智収 Haly Company & Delebutor & WP Support
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家進/抵制品 Home cleaning/paper products		5.海泉产盘生产企业卫生许可证:经型海南产品期限例,生产央制需与检验报告产品服符 5.Sanitation license for disinfection products manufacturer: It is required to provide disinfection products, and the type of production shall be consistent with the products in the inspection report	意大利公司&経動機&整収 Italy Company & Distributor & WP
		4. 安全评价卫生报览及基案:经查用库产品质银网,指导社会程序产品相称。 4. 1defey evaluation and health report and record: the operation of distribution products shall be provided, which shall be consistent with the inspection report products.	意大利公司志经销商本管权 Italy Company & Distributor & WP
		F. BARBIELA Microsofts (1997)	经 转向 Detributor
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must be provided] 3. 中文就表文以外的认证材料要求自役认证的第三方翻译机构取行中文或英文翻译版本 3. Qualified materials other than Chinese or English require a Chinese or English translation issued by a certified third-party to















附件5: 声明

Appendix 5: Declaration

该合同服务于京东意大利国家馆海外旗舰店和京东意大利国家馆旗舰店两个店铺,因此以该合同甲方为主体签署一份服务合同即同时对跨境模式店铺和一般贸易模式店铺有效。凡在本协议范围内的服务和事项,不会产生额外费用。

The contract serves both the Italy Oversea National Pavilion and Italy National Pavilion. Therefore, signing one service agreement with Party A as the main body is valid for both cross-border mode store and general trade mode store. No additional charge shall be incurred for the services and matters covered by this Agreement







