

Italian Company + 智电商
电商代运营财务结算合作协议

Italian Company + WISEPARTNERS
E-Commerce
Financial Settlement Agreement
(Cross-Border)

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电商代运营财务结算合作协议

E-Commerce Financial Settlement Agreement

甲方：

Party A:

地址：

Address:

乙方： 智驭集团有限公司

Party B : WISEPARTNERS GROUP Co., Ltd

地址： 香港特别行政区湾仔区骆克道300号侨阜商业大厦A座12楼

Address: FLAT/RM A 12/F KIU FU COMMERCIAL BLDG 300 LOCKHART ROAD WAN CHAI, HK

鉴于：

Here in:

甲方委托乙方（需按照京东平台相关要求授权给乙方）在京东平台入驻意大利国家馆（跨境），并在京东意大利国家馆范围内销售甲方旗下*****品牌商品，并由乙方先行与平台进行相关财务结算，再与甲方核对财务并进行相关财务结算，详情请见附件1

Party A entrusts and authorizes Party B (in accordance with the rules of JD platform requires authorization to Party B) to sell the product of Party A's brand ***** in **Italy National Pavilion (cross-border)** of JD Platform. and Party B will conduct the relevant financial settlement with the platform first, and then check with Party A for accounting and conduct the relevant financial settlement with Party A accordingly. Please refer to Appendix1 for details

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:



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1. 定义

Definition

- 1.1 **京东国际意大利国家馆**: 指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 (跨境) 包括ITA委托乙方开设的跨境旗舰店

JD Oversea Italy National Pavilion: shall refer to a shopping-mall-type flagship store (cross-border) on JD Platform for selling and displaying Italian brands of different categories products made in Italy, both within 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

Operation Services: 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

Buyer: 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

Seller: Legitimate Company which provides product resources and manage its online stores in JD

- 1.6 **收入净额**: 指, 依据京东后台订单管理模块的销售记录, 买家已付款并确认收货的销售收入 (不含税) 扣除退款退货订单后的金额

Net Revenue: the recognized revenue refers to the net sales values (exclusive of tax) of Products that have been paid by buyers and the receipt has been confirmed deducting the values of return orders according to the sales records of the management panel of JD

- 1.7 **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

Nantional holidays: 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.

- 1.8 **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 overseas 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.

- 1.9 “**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/或尺寸的不同产品应视为同一的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.

- 1.10 “**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. 甲方权利与义务

Rights and Obligations of Party A

- 2.1 甲方保证在意大利国家馆内销售的产品根据甲方收到的乙方的建议以确保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法规规定造成的损失, 乙方不承担对应赔偿

Party A represents and warrants that the Products sold through the Italy National Pavilion comply with the relevant Chinese laws and regulations (including advertising law and e-commerce 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

- 2.2 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

- 2.3 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, 完成季度所需生产的产品, 并且运输至中国相关指定仓库 (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)



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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 the products to be produced in the quarter and transport them to the designated warehouse in China (Except for brands settled in Italy Overseas National Pavilion and adopting overseas direct shipping mode, except for brands settled in Italy National Pavilion with their own warehouse and delivery)

3. 乙方的权利与义务

Rights and Obligations of Party B

- 3.1 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)

- 3.2 乙方须在双方约定的时间内，根据双方约定的服务要求，提供在意大利国家馆的甲方旗下*****品牌的页面设计及美工，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，乙方所有经过甲方确认的图文，页面，推广等信息，如出现违反广告法，打假，侵害甲方公司、品牌和商品形象等情况，乙方不承担相关责任，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。

- 3.3 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. 乙方须在双方约定的时间内，根据双方约定的服务要求，提供基于甲方旗下*****品牌的销售相关数据分析报表（报表数据的分析应根据甲方提出的业务需求做定制化报表），通过电话会议和电子邮件的方式，同甲方就当前的营销推广，商品策划，销售管理，客服管理，运营支持等服务内容深入沟通和讨论，并按期向甲方提供推广费用及销售的结算数据报表，供乙方与甲方进行相关的财务结算



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Party B shall, within the time agreed by both parties and in accordance with the service requirements agreed by both parties, provide the sales related data analysis report based on the brand of **** owned by Party A (the analysis of the report data shall be customized according to the business requirements proposed by Party A), through teleconference and e-mail, communicate and discuss with Party A on the current marketing and promotion, product planning, sales management, customer service management, operation support and other services, and provide Party A with the promotion cost and sales settlement data report on schedule for Party B and Party A to carry out related financial settlement

4. 费用及结算

Remuneration and Payment

4.1 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

4.2 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销售分成，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 sales share according to the content of the agency service confirmed by both parties. For the specific calculation method, please refer to Appendix 1

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

户名：智驭集团有限公司

账号：香港汇丰银行 801403106838

Account name: Wisepartners Group Co., Ltd.

Account number: Hongkong and Shanghai Banking Corporation Limited, Hong Kong 801403106838

5. 协议有效期及终止

Validity and Termination of Agreement

5.1 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 **12 months** from **the date when the Italian Brands is launched**

5.2 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 **30 days** after notice has been given by the non-breaching Party Asking for remedy thereof

- 5.3 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。

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。

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
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

- 5.4 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

6. 知识产权

Intellectual Property

- 6.1 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（“甲方知识产权”）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

- 6.2 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的创意

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



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- 6.3** 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

- 6.4** 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

- 6.5** 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约均视为乙方的违约，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

7. 保密义务

Confidentiality

- 7.1** 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

- 7.2** 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



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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)

7.3 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

7.4 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

8. 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 to rectify the breach of the contract within specified time, the breaching party shall compensate the damage caused by the violation

9. 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

10. 有效通知

Effective Notice

- 10.1 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:

甲方签收地址: *****

Party A's Address: *****

甲方签收人: *****

Party A's signatory: *****

电子邮箱/E-Mail: *****

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]

- 10.2 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

- 10.3 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

11. 争议解决

Settlement of Dispute

11.1 本协议适用中华人民共和国法律

The applicable law of this agreement shall be PRC law

11.2 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，可提交位于香港的香港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 arbitral decision and award shall be final, and each party shall abide by it. The arbitration proceeding shall be held in English.

11.3 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

12. 不可抗力

Force Majeure

12.1 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.

12.2 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

12.3 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



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working days), and has a significant adverse effect to this agreement, either party can terminate the agreement

13. 相互关系

Interrelation

- 13.1 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向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

- 13.2 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

- 13.3 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

14. 其他

Miscellaneous

- 14.1 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

- 14.2 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 agreement

14.3 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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附件 1: 智电商_意大利公司_代运营财务结算服务及说明

Appendix 1: WisePartners_ Italian Company Financial Settlement Service Quotation and Statement

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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：智驭集团有限公司 (智电商®)

Party: Wisepartners GROUP Co., Ltd.

(盖章 / Seal)

授权代表 (负责) 人： _____

Authorized Representative:

签署日期：2021年 月 日

Signature Date:



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附件1: 智电商_意大利公司 代运营财务结算服务报价及说明

Appendix 1: WisePartners_ Italian Company Financial Settlement Service Quotation and Statement

1. 佣金

Commission Fees

甲方应向乙方支付佣金 (以下简称为“佣金”)

Party A shall pay commission fee (hereinafter referred to as the “**Commission Fee**”) to Party B

- 1.1 **佣金:** 甲方应支付佣金, 佣金将根据其SKU每月在意大利国家馆店铺实际产生的销售金额 (不含任何增值税、消费税, 折扣和退货) (以下简称为“营业额”) 的12%至15%来计算 (具体佣金率将以甲方实际产品类目为准)。乙方特此确认京东平台的销售佣金已被包含其中, 甲方公司将不再支付京东平台销售佣金

Commission Fee: Party A shall pay the Commission Fee calculated as a range between 12% up to 15% (the commission rate will be calculated based on the Party A's actual product categories) of the sales amount actually generated by its SKUs per month in Italy Pavilion Stores, net of any value-added tax, consumption tax, discounts and returns (hereinafter referred to as the “Turnover”). Party B hereby confirms that the Sale commission of JD platform is included, Party A shall not pay the Sale commission of JD platform

- 1.2 双方特此同意并确认, 甲方在意大利国家馆销售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重新约定

The Parties hereby agree and confirm that if Party A intends to sell different SKUs in General Trade Flagship Store and Overseas 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

- 1.3 在本协议整个服务期间内, 乙方应在每月的第7个工作日内向甲方提供一份甲方旗下每个品牌和SKU的上一个月最终销售汇总表, 以人民币和欧元计算, 详细说明人民币/欧元的汇率值、扣除的退货、折扣、税费及支出 (以下简称为“**营业额月报**”)。人民币与欧元间的汇率以中国人民银行上一月底公布的中间价汇率为准

Party B shall send to Party A for the entire duration of this Agreement, within the first 7 working days of the month, a summary of finalized sales of the previous month, per each Brand and SKU, in CNY and EUR, with detail of CNY/EUR conversion rate used, net of returns, and will clarify the detail of discounts, taxes and expenses (hereinafter also referred to as “**Turnover Monthly Report**”). The exchange rate between CNY and EUR shall be that of the relevant intermediate price promulgated by the People's Bank of China on the end of each relevant previous month



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- 1.4 在每月提供营业额月报的当天，乙方还应向甲方提供一份所有已销售产品根据每一类别所适用的佣金率为基础计算的佣金汇总表（以下简称为“**佣金月报**”）

On the same day of the issuance of the Turnover Monthly Report of each month, Party B shall also send to Party A, a file with the summary of the Commission Fee to be applied to each product sold, based on the applied commission levels per category (hereinafter also referred to as “**Commission Fee Monthly Report**”)

- 1.5 **营业额月报**中显示的总营业额与当月佣金月报中显示的所有应付**佣金总额**之间的差额，为乙方应向意大利公司支付的净额

The difference between the total Turnover as indicated in the **Turnover Monthly Report** and the sum of all the due **Commission Fees** as indicated in the **Commission Fee Monthly Report** for that month, will be the Net amount that Party B shall pay to Party A

- 1.6 以京东平台上的结算日为基础，乙方将在每月实际销售收入金额发出后，在10（十）个工作日内向甲方与乙方签订合作协议时指定的银行账户转账

Party B will pay to Party A through a wire transfer, within maximum 10 (ten) working days from sending out the monthly actual sales revenues amount, to the bank account that the Party A has indicated when entering the Cooperation Agreement with Party B, based on the settlement date on JD platform

- 1.7 如在申请产品退货完成之前，佣金已经计算并结算，乙方应在下个月的月报中注明，并相应地将相关佣金退还或补偿给相关的意大利公司。

In the event the Commission Fees have been calculated and settled before a successful product return application, Party B shall mention it in the Monthly Report of the following month and return or compensate the relevant commission fees to the relevant Italian Company accordingly.



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附件 2: 佣金率

Appendix 2: Commission Rate

佣金率是基于产品性质的不同, 计算如下:

The Commission Rate is calculated on the basis of the nature of the products as follows:

Beauty & skin care/美容护肤护理:12%

Food and beverage/食品和饮料:12%

Alcoholic beverage/酒类饮品:12%

Pet articles/宠物产品:12%

Jewelry/珠宝首饰:12%

Luggage/箱包:15%

Clothing/服装:15%

Electrical appliances/电器:15%

Home decoration/家居装饰:15%

Maternal and infant Supplies/母婴用品:15%

Home cleaning/paper products/家居清洁/纸制品: 15%

附件3: 智电商_财务结算服务范围

Appendix 3: WisePartners_ Financial Settlement 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 意大利公司在意大利国家馆的财务结算

Italian Company Financial Settlement in Italian Pavilion

1.1 乙方应负责各意大利公司的在意大利国家馆销售的财务结算。

Party B shall be responsible for financial settlement of the sales generated by Party A on the Italian Pavilion.

1.2 乙方应负责核对销售单据及销售数据。

Party B shall be responsible for checking sales bills and sales data.

1.3 乙方应负责财务发票管理。

Party B shall be responsible for financial invoice management.

附件 4：财务结算流程

Appendix 4: Financial Settlement Process

乙方应负责整个物流过程的协调。尤其是，一旦下单，乙方应立即通知甲方，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，则由甲方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 Party A 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 Party A.

1 物流路径

Logistics route

1.1 保税模式 1：意大利公司——京东中国保税仓——中国消费者

Bonded warehouse mode 1: Italy company—JD bonded warehouse in China—Chinese consumers

跨境贸易（仓储选项）：甲方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，甲方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。

Cross-border trade (warehouse stocking option): Party A 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 Party A. Party B shall be responsible for customer return or exchange processing to the bonded warehouse, whereas return may be refused unless the purchased product has a quality issue.

1.2 跨境贸易（直接运输选项）：甲方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，相关费用根据下述第 2.2 条结算，包括但不限于向最终消费者发货、报关。除非购买的产品存在质量问题，否则退货有可能被拒绝。

Cross-border trade (direct shipping option): Party A ships the products to the nearest JD Warehouse located in Europe at its own expense. Once the purchased products arrive



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at said location, Party B shall be solely responsible for all further activities necessary for client delivery and the related fees shall be settled as per art. 2.2. below, including but not limited shipment to the final consumer, customs declaration. Whereas return may be refused unless the purchased product has a quality issue.

- 1.3 如甲方需要从货物存放地到最近的京东海外仓库或到中国保税仓的物流服务，乙方可以提供协助。该项服务单独收费。

In the event Party A requires support with the logistics from the location where the goods are stocked to the nearest JD overseas warehouse or the JD Bonded Warehouse in the PRC, Party B is able to assist. Such service shall be quoted separately.

- 1.4 京东保税仓规则将来可能会不时更新或微调，如遇规则变化，一切以保税仓最新规则为准

JD bonded warehouse rules may be updated or fine-tuned in the future, if there is any adjustment, the latest rules shall prevail

京东海外仓规则将来可能会不时更新或微调，如遇规则变化，一切以海外仓最新规则为准

JD overseas warehouse rules may be updated or fine-tuned in the future, if there is any adjustment, the latest rules shall prevail

2 物流结算

Logistics settlement

- 2.1 由乙方协助的保税模式国际段运输费（第 1.3 条）：京东物流公司意大利仓库——中国保税仓

WP Bonded warehouse international transportation fee (art. 1.3): JD logistics companies' Italian warehouse—bonded warehouse in China

甲方先预付第一次货运的款项给乙方，乙方开具形式发票给甲方；运输结束后，乙方再将货款转账给物流商。

Party A prepays the payment for the first shipment to Party B, and Party B issues a proforma invoice to Party A; after the transportation is over, Party B transfers the payment to the logistics provider.

- 2.2 跨境物流费（账扣，第 1.1 条和第 1.2 条）：中国保税仓/位于欧洲距离意大利公司最近的京东海外仓库——中国消费者

Cross-border logistics fee (account deduction, art. 1.1 and 1.2): JD's bonded warehouse in China/ the nearest JD overseas warehouse to Italian Company located in Europe—Chinese consumers

消费者下单支付成功并确认收货或系统自动确认收货——支付货款转入国家馆在京东平台上的账户——消费者下单金额减去佣金——京东在完成仓储、转运、清关、物流等各环节后直接在京东账户（已扣除佣金后的金额）扣除这些费用——京东月度结算给乙方——乙方提供月度结算表给甲方——甲方确认并开具形式发票给乙方——乙方转账给甲方

The consumer places an order completes the payment and confirmed receiving or system automatically confirmed receiving—the payment is transferred to the National Pavilion account on JD platform—the amount of the consumer's order minus the commission—after completing warehousing, transshipment, customs clearance, and other



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logistics processes, JD will directly deduct these fees at the National Pavilion account (based on the amount after commission has been deducted) —JD monthly settle with Party B—Party B provides a monthly report to Party A—Party A confirms data in monthly report and issues a proforma invoice to Party B—Party B transfers to Party A

2.3 京东仓储物流报价将来可能会不时更新或微调，如遇报价更新，一切以京东平台最新报价为准

The quotation of JD Warehousing and Logistics may be updated or fine-tuned in the future. if there is any quotation update, the latest quotation on the JD platform shall prevail

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