



嘉康利（中国）日用品有限公司

Shaklee (China) Co., Ltd

B2B Agent Application

嘉康利业务号码：（公司填写）

Shaklee Business Code (by Shaklee)

填表须知：

Notes:

1. 申请人须以正楷清楚填写各项资料并亲自签署。如需要做出任何修改，申请人必须在修改处签名。
The applicant shall print all required information and sign the application in person. If any revisions are needed, the applicant shall sign his/her name at the revised part.
2. 申请人须同时出示身份证原件及营业执照原件并提交身份证、营业执照等相关证照复印件（执照需含服务性质的经营范围）及银行账户资料复印件。
The applicant shall present to the Company an original copy of his/her ID card and business license respectively and submit the photocopies of the ID card, business license (the scope of business as stated in the business license shall cover "services") and bank account materials to the Company.
3. 申请人已详读并愿意遵守公司《经销商须知》等规章制度。申请人自愿与公司签订《经销商合同》。申请人同意公司有权对《经销商须知》等规章制度做出相应调整，申请人承诺接受并遵守上述所有调整后的内容。
The applicant has reviewed in detail and is willing to abide by the rules such as P&R for Distributors. The applicant voluntarily enters into the Distributor Contract with the Company. The applicant agrees that the Company has right to amend or make other adjustments to its rules such as P&R for Distributors. The applicant commits that he/she accepts and abides by all the rules after such amendments or adjustments.
4. 本申请书及《经销商合同》一并填写并提交，但须经公司批准方可生效。
This Application form shall be filled in and submitted together with the Distributor Contract, but the documents will become effective only upon and after they are approved by the Company.

嘉康利（中国）日用品有限公司经销商申请书
Shaklee (China) Co., Ltd B2B Agent Application Form

(填写前请详读填写须知)

(Please read the Notes carefully before filling out the application)

申请人资料		
Applicant Information		
公司名称: Company Name	负责人姓名: Name of the Person in Charge:	性 别: 男 <input type="checkbox"/> 女 <input type="checkbox"/> Gender: Male <input type="checkbox"/> Female <input type="checkbox"/>
出生日期: Date of Birth □□□□年□□月□□日 Year/Month/Date	负责人身份证号码: (请附复印件) ID Number of the Person in Charge (Please attach a photocopy of the ID card to this form) □□□□□□□□□□□□□□□□	
婚姻状况: 已婚 <input type="checkbox"/> 未婚 <input type="checkbox"/> Marriage Status: Married: <input type="checkbox"/> Not Married: <input type="checkbox"/>	学历: 博士 <input type="checkbox"/> 硕士 <input type="checkbox"/> 本科 <input type="checkbox"/> 大专 <input type="checkbox"/> 高中/中专 <input type="checkbox"/> 其它: <input type="checkbox"/> Education: Doctor <input type="checkbox"/> Master <input type="checkbox"/> Bachelor <input type="checkbox"/> College <input type="checkbox"/> High School/Technical Secondary School <input type="checkbox"/> others <input type="checkbox"/>	
联系方式		
Contact Information		
通讯地址: Mail Address:		邮政编码: Postal Code:
固定电话: Phone:	手机: Mobile Phone:	电子邮箱: Email Account:
银行名称 (须可通存通兑的公司结算账户并提供复印件): Bank Name (It should be a company settlement account that can make deposits and withdrawals, please provide a photocopy of the bank information)		
户 名: Account Name:	账号: Account Number:	
其他信息		
Other Information		
申请人声明: The applicant represents: 本人保证上述信息的真实性, 已详读《经销商须知》、《经销商合同》, 承诺严格遵守国家相关的法律法规和公司的规章制度。同时, 本人明确该经销商资格自被批准之日起一年内有效。 I hereby covenant that the above information is true. I have reviewed the P&R for Distributors, the Distributor Contract carefully and commit that I will strictly abide by relevant PRC laws and regulations and the Company's rules. Simultaneously, I myself acknowledge that this distributor qualification is effective within one year upon approval.		
申请人签字: _____ Signature of the Applicant:		日期: □□□□年□□月□□日 Date: Y/M/D

<p style="text-align: center;">本栏由公司填写</p> <p style="text-align: center;">Below Should Be Filled In By the Company</p>		
收到日期: □□□□年□□月□□日	已收资料: Documents Received:	经办人:

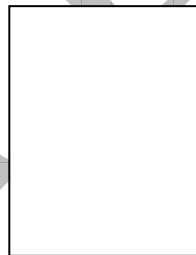
Date of Receipt: Y/M/D	<input type="checkbox"/> 身份证明复印件 Photocopy of the ID Card <input type="checkbox"/> 营业执照及税务登记复印件 Photocopy of the Business License and Tax Registration Certificate <input type="checkbox"/> 银行账户资料复印件 Photocopy of the Bank Account Materials <input type="checkbox"/> 照片（免冠 1 寸 2 张） Photo: 2 pieces of 1" <input type="checkbox"/> 其它____-____-____-____-_____ Others	Responsible Employee:
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嘉康利（中国）日用品有限公司
Shaklee (China) Co., Ltd

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照片（免冠 1 寸 2 张）
 Photos: 2 pieces of 1"

身份证复印件: Copy of ID card



营业执照及税务登记复印件（嘉康利经销商须提供）
 Photocopies of business license and tax registration certificate (the Shaklee Distributor needs to provide)



嘉康利（中国）日用品有限公司
Shaklee (China) Co., Ltd

嘉康利（中国）日用品有限公司
经销商合同

Shaklee (China) Co., Ltd B2B Agent Contract

甲 方：嘉康利（中国）日用品有限公司

乙 方（商号）：_____

Party A: Shaklee (China) Co., Ltd.

Party B:(Trade Name):

负责人姓名：_____

Name of the Person in Charge:

地 址：_____

业务编号：_____ 联系电话：_____

Address:

Business Code: Phone Number:

身份证号码：_____

ID Card Number:

甲方是按照中华人民共和国法律组成并有效存在的中国法人。乙方保证具有符合甲方要求的经营场所和营业执照，希望成为甲方授权经销商销售及推广甲方产品，并同意按照甲方的需求为甲方提供推广服务。经协商一致，双方达成以下条款，以明确双方权利义务，并共同遵守履行。

Party A is a PRC legal person organized and validly existing in accordance with the laws of the People's of Republic of China. Party B commits that he/she has the business premises and business licenses as required by Party A. Party B wishes to be a distributor of Party A and being authorized to sell and market the products of Party A and agrees to provide promotion services for Party A pursuant to Party A's needs. After friendly consultation, the parties enter into the following provisions for purpose of clarifying each party's rights and obligations and perform accordingly.

一、保证条款：Representations and Warranties:

1. 甲方保证其为依法存续并有权签订本合同的法人组织。

Party A warrants that it is a validly existing legal person and has right and power to enter into this Contract.

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2. 乙方保证其为独立法人资格或个体工商户，实行自主经营、自负盈亏、独立核算，并保证其用于从事经销商业的营业执照在本合同有效期（包括续约有效期）内均真实、合法、有效，且内容符合甲方的要求。（营业执照须包含服务性质的经营范围）乙方保证甲方无须为乙方与任何第三人之间存在的任何关系承担任何责任。

Party B warrants that it has independent legal person qualification or is a business entity formed by the individual and that it implements and follows the operation principles of "operation at its own discretion, profits and losses are borne by it, independently counts the profits/losses", and ensure that the business license relying on which the distributor to engage in the distribution business is and will remain true, legal and valid within the term of this Contract (including the renewed terms) and the contents of such business license is consistent with the requirement of Party A. Party B warrants that no responsibility/other consequences will be result in or incurred to Party A from any kinds of relationship existing between Party B and any third party.

3. 乙方保证严格遵守国家相关法律法规及甲方的各项规章制度。乙方保证在乙方营业执照核准登记的经营范围及经营地点内从事活动，否则由乙方自行承担由此引起的法律责任。乙方保证在合同中填报的信息及向甲方提供的其它资料属实。

Party B warrants that it will strictly abide by all relevant national laws and other regulations and all Party A's internal rules. Party B warrants that it will conduct its operation within the scope of business and at the business premises approved and stated in its business license, otherwise Party B will take all responsibilities and/or other consequences incurred from there on. Party B warrants that all information it provides in the Contract and all other materials it provides to Party A are true.

4. 乙方保证专门经营甲方指定系列产品，不得在其经营场所内摆卖任何非甲方提供的产品。乙方保证甲方是乙方的唯一产品供应者，乙方不得从其它任何渠道获得甲方的产品。

Party B warrants that it will solely distribute the designated series of products of Party A and will not put any non-Party- A products in its business premises for sale. Party B warrants that Party A will be a solely supplier of the products and Party B is not allowed to obtain Party A's products from other sources.

二、合同期限：Term of the Contract

自双方签署本合同之日起生效，有效期至本合同签署之日起第十二个月最后一日止。

This Contract becomes effective upon the execution date of this Contract and ends at the last date of the 12th months after the execution date.

三、货款的结算: **Settlement of Purchase Price**

乙方每次向甲方购货, 必须即时结清当次货款。

Each time when Party B purchases products from Party A, Party B shall immediately settle all of the amounts payable for the products purchased.

四、双方的权利义务: **Rights and Obligations of Each Party**

(一) 甲方的权利和义务: **Party A's Rights and Obligations:**

1. 甲方有权修订相关规章制度, 制定及修改产品价格, 增加、减少、改进或停止生产某些产品, 制定修改奖赏、激励及折扣优惠计划的权利, 乙方应当无条件接受。甲方将根据业务向乙方提供最新的产品信息、销售和促销资料及相应的业务培训和咨询。

Party A has the right to amend relevant rules. As well, Party A has rights to make and adjust products price, increase, reduce, improve or stop the production of certain products, make or revise reward, incentive and discount plan; Party B shall accept all such actions by Party A without any condition. Party A will provide to Party B the latest products information, sales and marketing materials, business training and consultancy pursuant to businesses.

2. 监督乙方履行本合同及其推销过程中的行为。如乙方违反国家相关法律、法规, 违反本合同的约定或甲方的《经销商须知》, 甲方有权进行处理, 包括但不限于口头/书面告诫、暂停履行合同、缓发/扣除部分或全部报酬或立即解除本合同等。如果乙方上述行为给甲方造成任何损失, 甲方有权立即解除本合同并要求乙方承担全部赔偿责任。

Party A will supervise Party B's performance of this Contract and its activities during the course of distribution. If Party B violates any laws and/or regulations, breaches any stipulations in this Contract or the P&R for Distributor, Party A has right to impose penalties, including but not limited to oral/written warning, suspend the Contract, suspend/deduct part or all payment or terminate the Contract immediately, etc. If Party B's forgoing action cause any losses to Party A, Party A has right to terminate the Contract immediately and claim for all compensations from Party B.

3. 为支持乙方的发展, 甲方根据乙方的业务能力、服务质量等, 向乙方支付相应的服务报酬。甲方按月以人民币形式支付乙方的报酬, 由甲方于次月 15 日前通过银行转账的方式直接拨入乙方在《经销商申请书》上填报的银行账户内, 如遇国家法定节假日顺延。本合同另有约定的除外。

To support Party B's development, Party A will make services payment to Party B in accordance with Party B's capability and services quality. Party A shall make payment to Party B monthly in RMB by way of bank transfer to the bank account designated by Party B in its Distributor Application Form on or before the 15th of the next month except regulated otherwise within this Contract.

(二) 乙方的权利和义务: Party B's Rights and Obligations

1. 依照本合同的规定按时支付购买产品的货款, 提供服务并收取报酬。

Pay Party A for products purchasing, receive the compensation for the service it provided in accordance with this Contract.

2. 乙方因从事本合同经营行为所产生收入的税赋, 全部由乙方自行承担并办理缴纳和完税手续。

All taxes incurred from Party B's operation activities under this Contract shall be borne by Party B and Party B has the responsibility to pay the taxes and go through all taxation formalities.

3. 乙方在收取甲方支付的报酬后, 应向甲方提供正式税务发票, 甲方在支付给乙方的报酬中先行暂扣应纳税额, 在乙方提供足额税务发票后予以返还; 若乙方未能按时提供上述发票, 甲方将该暂扣款项作为乙方应缴纳税款代为上缴国家税务部门, 不再退还给乙方。甲方不承担由此造成的任何损失。

After Party B receives the payment made by Party A, Party B shall provide the official receipt to Party A. Party A will deduct the tax amount from the payment to Party B in advance and return such amount to Party B after Party B's submission of invoice indicating sufficient amount; if Party B fails to provide the above receipt on time, Party A is entitled to pay taxes to tax bureau on behalf of Party B using the deducted amount and not return to Party B. Party A will not assume any loss accordingly.

4. 乙方必须遵守甲方的专卖原则, 不得在其经营地摆卖任何非甲方提供的产品。

Party B must abide by the non-competition principle of Party A. Party B is not allowed to sell any products that are not provided by Party A at Party B's business premises.

5. 遵守国家法律、法规、国家政策, 遵守并执行甲方所有适用于乙方的《经销商须知》及有关规章制度和有关的补充修订。

Abide by laws, regulations and policies. Abide by and follow all applicable rules and P&R for distributors of Party A and relevant supplemental or amendments.

6. 乙方不得从事任何有损甲方的活动或在核准场地经营与甲方无关的活动, 非经甲方特别授权, 乙方无权代表甲方或甲方的其他管理人员发表任何言论, 或要求甲方就其言论承担责任。

Party B shall not engage in any activities that may have impact on Party A or engage in businesses at its business premises that are irrelevant to Party A. Without Party A's special authorization, Party B has no right to make any announcement on behalf of Party A or the managerial personnel of Party A, or require Party A to take any responsibilities for such announcement.

7. 乙方不得诋毁甲方或甲方的其他管理及营销人员，不得扰乱甲方及甲方的其他经销商或者营销人员的正常经营秩序。

Party B shall not defame Party A or its managerial/distribution personnel; Party B shall not disturb the normal business order of Party A, other distributors and Party A's other distribution personnel.

8. 对于甲方新开发并投入市场的产品，除甲方特别申明外，乙方不必再与甲方签订协议即可获得同等的销售权。

With respect to the new products developed and put into market by Party A, unless Party A expressly stated otherwise, Party B will have the same rights to distribute such new products without a new contract with Party A.

9. 乙方必须按照甲方制定的《经销商须知》等规章制度开展经营活动，维护甲方品牌，保护和提升企业、产品形象。

Party B must engage in business activities in accordance with the P&R for Distributors and other regulations promulgated by Party A, maintain Party A's fame and brand name, protect and improve the image of Party A and its products.

10. 未经甲方书面确认，乙方不得将依据本协议所获得的任何权益部分或全部转让或租借给第三方使用。

Without the written consent from Party A, Party B shall not assign or lease any part or all rights and interests under this Contract to any third party.

五、不可抗力：Force Majeure

本合同不可抗力是指不能克服、不能预见、不能避免的客观情况，包括地震、水灾、海啸、战争、罢工、政府行为、法律法规及时国家政策变更。遇不可抗力致使本合同无法继续履行的，双方相互免除因不可抗力而直接导致的责任。

Force Majeure as referred to in this Contract means the objective circumstances that are unforeseeable, unavoidable and insurmountable. The Force Majeure Event hereunder includes earthquake, flood, governmental action, tsunami, war, strike, and modification of legislation. Neither party shall be liable for any breach of this Contract in case that this Contract is not able to be performed because of force majeure,

六、 合同的解除与延续: Termination and Renewal of the Contract

1. 合同期限届满, 双方不再续展本合同效力的, 本合同终止。

If the parties do not renew this Contract upon the end of the term, this Contract expires naturally.

2. 乙方违反本合同的规定, 或者违反甲方的《经销商须知》及规章制度, 甲方有权提前终止本合同并停止支付任何款项, 如乙方的上述行为给甲方造成损失的, 乙方应当赔偿。

In the event that Party B breaches this Contract or breach the P&R for Distributors or other regulating rules of Party A, Party A has the right to terminate this Contract before expiry and stop any payments; if the above actions of Party B cause any losses to Party A, Party B shall compensate Party A accordingly.

3. 乙方可以于本合同到期前一个月内向甲方申请续展本合同, 甲方将按收到申请时的制度予以审查。乙方未按时提出申请, 甲方有权不予续展。

Party B may apply to Party A for renewal of this Contract within one month before expiry. Party A will review such application in accordance with its regulating rules effective at that time. If Party B fails to file an application on time, Party A reserves the right not to renew this Contract.

4. 如乙方或乙方经营人/法定代表人/负责人对甲方负有债务的, 甲方有权从乙方的收益中扣抵债务和/或提前解除本合同。

If Party B or its legal representative or the individual operator of Party B has payment obligations to Party A, party A is entitled to deduct such amount from Party B's proceeds and/or terminate this Contract.

七、 其它: Others

1. 乙方填写的《经销商申请书》及甲方制定的《经销商须知》作为本合同附件, 与本合同同时生效, 并具有同等法律效力。

The Distributor Application Letter filled out by Party B and the P&R for Distributors made by Party A are all appendixes to this Contract and become effective simultaneous with this Contract. This Contract and all appendixes have the same legal effect.

2. 所有关于甲方及其分支机构和产品的资料和信息 (包括但不限于产品的销售技术、培训内容及资料等) 均属甲方的商业秘密。在未经甲方书面许可的情况下, 乙方不得将甲方商业秘密向任何第三方透露。

All materials and information regarding Party A, its agencies and products (including but not limited to the distribution techniques, training contents and materials themselves, etc.) are all

business secrets of Party A. Without written consent from Party A, Party B shall not disclose such business secret to any third party.

3. 乙方及/或乙方经营者明白并同意乙方并非甲方的职工，不纳入甲方劳动编制，乙方仅享有本合同规定的报酬，不享有劳动福利、保险等权益；乙方及其配偶不得以甲方职工、受托人或任何身份，代表甲方发表、签署任何文件，或承诺承担任何法律责任。

Party B and/or the individual operator of Party B acknowledge and consent that Party B is not an employee of Party A. Party B will not be included in Party A's employment plan. Party B only enjoys the payment stipulated in this Contract, no any social benefits or insurance will be enjoyed by Party B; Party B and his/her spouse shall not publish or execute any documents or commits to take any legal burden on behalf of Party A in the capacity of Party A's employee, trustee or any other capabilities.

4. 自本合同生效之日起，乙方或乙方经营人/法定代表人此前与甲方签订的其它业务合约自动失效，双方权利和义务以本合同的约定为准。

From the date of effectiveness of this Contract, all other business contracts between Party B or Party B's legal representative/operator and Party A before this date lose effect automatically. The rights and obligations of the parties shall be governed by this Contract.

八、纠纷的解决和法律适用：Disputes Resolution and Governing Law

本合同适用中华人民共和国法律。

This Contract is governed by the law of the People's Republic of China.

因本合同产生的任何纠纷，双方应友好协商解决；协商不成，任何一方有权向甲方所在地人民法院起诉。

Any disputes that may arise from this Contract shall be settled by friendly consultation of the parties; if no agreements can be reached after consultation, each party has the right to file the suit to the People's Court at the place of Party A.

九、合同的生效：Effectiveness of the Contract

本合同自双方签字或盖章之日起生效，本合同一式两份，双方各执一份。

This Contract will become effective upon the signature or affixing the copy of company to this Contract by all parties. This Contract executed in two counterparts, each party holds one.

甲 方：嘉康利（中国）日用品有限公司

乙方签署：_____

Party A: Shaklee (China) Co., Ltd

Part B:

授权代表: _____

负责人 (签字):

Authorized Representative:

Person in Charge (signature):

签订日期: ____年__月__日

签订日期: ____年__月__日

Execution Date: Y/M/D

Execution Date: Y/M/D

SAMPLE