



跨境电商平台贸易服务协议

Cross-border e-commerce platform trade service agreement

甲方：法东（东营）电子商务有限公司（以下简称甲方）

Party A: East (Dongying) E-commerce Co., Ltd. (hereinafter referred to as Party A)

乙方：_____（以下简称乙方）

second party: _____ (Hereinafter referred to as Party B)

鉴于：

in view of:

1. 甲方是一家注册在中华人民共和国的有限责任公司,为一家合法经营跨境业务的企业,提供跨境电商服务,致力于为乙方提供有效的跨境电商渠道,实现跨境贸易便利化。

1. Party A is a limited liability company registered in the People's Republic of China. It provides cross-border e-commerce services for an enterprise that legally operates cross-border business, and is committed to providing effective cross-border e-commerce channels for Party B and realizing cross-border trade facilitation.

2. 乙方是一家注册在【 】的【 】，为一家合法经营【 】的主体。乙方希望通过甲方提供的跨境电商平台进行商品销售，以扩大业务范围和市场份额。



2. Party B is a registered [] [] and a legal business []. Party B hopes to sell its goods through the cross-border e-commerce platform provided by Party A to expand its business scope and market share.

根据《中华人民共和国电子商务法》等相关法律法规的规定，本着自愿平等的原则，甲乙双方达成如下协议：

In accordance with the E-commerce Law of the People's Republic of China and other relevant laws and regulations, based on the principle of voluntary equality, Party A and Party B reach the following agreement:

第一条 定义与解释

The first definition and interpretation

除非本协议中另有定义或说明，下列词语应具有以下特定含义：

Unless otherwise defined or specified in this Agreement, the following words shall have the following specific meanings:

1.1 采购订单：是指乙方向甲方提供需代采、上架销售的全部产品的清单；

1.1 Purchase order: refers to the list of all products to be purchased and sold on shelves;

1.2 平台押金：是指乙方在合同期内使用甲方提供的跨境平台需支付平台押金。

1.2 Platform deposit: refers to the platform deposit for using the cross-border platform provided by Party A during the contract period.

第二条 合作期限

Article 2 Term of cooperation

2.1 合作期限：本协议期限自 _____ 年 _____ 月 _____ 日起至 _____ 年 _____ 月 _____ 日止；



2.1 Term of Cooperation: The term of this Agreement is from _____ year
moon _____ From the day to _____ year _____ moon _____ Day to day;

第三条 服务内容

Article 3 Service Content

3.1 甲方的权利与义务:

3.1 The Rights and Obligations of Party A:

(1) 甲方为乙方提供合法销售乙方商品的跨境平台（以下简称“平台”），该跨境平台具有多语言、多货币结算的功能。乙方可在甲方提供的跨境电商平台注册线上商铺（以下简称“乙方商铺”），甲方为乙方在线商铺提供商品上架、销售、订单管理、支付结算、商品物流配送、海关报关等相关服务。

(1) Party A shall provide Party B with a cross-border platform for legally selling Party B's commodities (hereinafter referred to as the "Platform"). The cross-border platform has the function of multi-language and multi-currency settlement. Party B may register online shops (hereinafter referred to as "Party B's Shops") on the cross-border e-commerce platform provided by Party A, and Party A shall provide party B's online shops with relevant services such as commodity listing, sales, order management, payment and settlement, commodity logistics and distribution, customs declaration and other related services.

(2) 甲方负责对乙方进行网站使用培训，在合同期内向乙方提供技术支持和后期维护，确保乙方商铺的正常运行。



(2) Party A shall be responsible for training Party B on the use of the website and providing technical support and later maintenance to Party B during the contract period to ensure the normal operation of Party B's shops.

(3) 甲方有权根据市场和发展需要，在保证乙方资料、数据安全的前提下，对平台应用系统进行升级或修改，无需获得乙方的同意。

(3) Party A shall have the right to upgrade or modify the application system of the platform according to the needs of the market and development, and on the premise of ensuring the security of Party B's data and data, without obtaining party B's consent.

(4) 甲方须保证乙方数据的安全性，不得将乙方的数据透露或转让给第三方，如因此类行为造成乙方信息或数据泄露或损失的，甲方须承担法律规定的赔偿责任。

(4) Party A shall guarantee the security of Party B's data and shall not disclose or transfer Party B's data to a third party. If any information or data leakage or loss is caused by such behavior, Party A shall be liable for compensation as stipulated by law.

(5) 甲方负责上架乙方备案的产品，对产品定价进行监管，乙方需提供产品价值证明，但甲方对乙方商品的品质、价值合理性、合法性及相关服务不承担责任，所有责任均由乙方自行承担。

(5) Party A shall be responsible for the products put on the shelves by Party B and supervise the pricing of the products. Party B shall provide proof of product value, but Party A shall not be responsible for the quality, value rationality, legality and related services of Party B's products, and all responsibilities shall be borne by Party B.



(6) 甲方确保使用正规的物流快递渠道，将产品运送至乙方客户指定的交货地点并交付给指定的收货人。

(6) Party A shall ensure that the party A shall deliver the products to the delivery place designated by Party B's customers and deliver them to the designated consignee.

(7) 甲方接受乙方委托，作为乙方在中华人民共和国的境内代理人，在甲方所在地海关办理注册登记。

(7) Party A is entrusted by Party B to register as the agent of Party B's territory in the People's Republic of China at the customs where Party A is located.

3.2 乙方的权利与义务

3.2 The Rights and Obligations of Party B

(1) 乙方委托甲方作为其境内代理人，向甲方所在地海关代为办理注册登记。

(1) Party B entrusts Party A as its domestic agent to register with the customs where Party A is located.

(2) 就乙方在平台上销售的商品，乙方保证其为该等商品的合法供应商，已取得在中国境内销售前述商品所需的所有必要的授权，其在中国境内的销售行为不存在任何限制。

(2) With respect to the commodities sold by Party B on the platform, Party B warrants that it is the legal supplier of such commodities and has obtained all necessary authorization to sell the aforementioned commodities in China, and there is no restriction on its sales activities in China.



(3) 乙方保证其在乙方商铺中销售的商品质量合格且品质优良，前述商品符合相应的质量标准，已取得商品所在地及/或中国境内相关部门的产品质量合格证明。

(3) Party B shall guarantee that the goods sold in Party B's shops are of good quality and good quality, the aforementioned goods meet the corresponding quality standards, and has obtained the product quality certificate from the place where the goods are located and / or the relevant departments in China.

(4) 乙方负责对需上传商品的信息进行备案以及日常更新和维护，确保所上传商品信息真实、库存准确。

(4) Party B shall be responsible for filing, daily updating and maintaining the information to be uploaded to ensure that the uploaded commodity information is true and accurate.

(5) 乙方若发现任何非法使用其账户或存在安全漏洞的情况，请立即通告甲方。

(5) If Party B finds any illegal use of its account or security loopholes, please immediately notify Party A.

(6) 如因产品质量原因产生的客诉问题，乙方应及时跟进处理，并承担因此产生的全部费用。

(6) In case of any customer complaint caused by product quality reasons, Party B shall timely follow up and deal with it, and bear all the expenses incurred thereby.

3.3 甲乙双方都不得通过平台发布违法或虚假信息，一经发现，违约一方应立即删除，如因违约一方原因造成另一方被处罚或利益受损的，违约一方应承担全部责任及赔偿另一方的直接经济损失。



3.3 Neither party shall release illegal or false information through the platform. Upon discovery, the breaching party shall immediately delete it. If the other party is punished or its interests are damaged due to the breaching party, the breaching party shall bear full liabilities and compensate the other party for the direct economic losses.

第四条 知识产权

Article 4 Intellectual property rights

4.1 甲方保留其跨境电商平台上的所有知识产权，包括但不限于商标、商号、标志、文字、图像等权益。

4.1 Party A shall retain all intellectual property rights on its cross-border e-commerce platform, including but not limited to trademarks, trade names, symbols, text, images and other rights and interests.

4.2 乙方在使用甲方平台期间，不得以任何方式侵犯甲方的知识产权。

4.2 Party B shall not infringe Party A's intellectual property rights in any way during the use of Party A's platform.

4.3 乙方应承诺所售商品不存在涉及侵犯他人知识产权的情形，如有涉嫌，乙方应承担相应的法律责任。

4.3 Party B shall promise that the commodities sold do not involve the infringement of others' intellectual property rights. If it is suspected, Party B shall bear the corresponding legal liabilities.

第五条 结算与付款方式

Article 5 Settlement and method of payment

5.1 本协议所涉全部费用分为以下结算方式：



5.1 All expenses involved in this Agreement shall be settled in the following ways:

(1) 乙方应于本协议签署当日，向甲方支付平台押金 300 欧元。前述押金于合作终止根据本协议约定方式退还乙方；

(1) Party B shall pay a deposit of 300 euros to Party A on the date of signing this Agreement. The aforementioned deposit shall be returned to Party B upon the termination of the cooperation;

(2) 乙方商品销售涉及的跨境电商税费、物流快递费、保险费、平台使用费（商品销售金额的 1.1%）等费用（以下简称“其他费用”）由终端消费者承担，乙方供应商品价格金额即为甲方结算乙方商品金额；

(2) Cross-border e-commerce taxes, logistics and express fees, insurance premiums, platform royalties (1.1% of the commodity sales amount) and other expenses (hereinafter referred to as "other expenses") related to the sale of Party B's commodity sales shall be borne by the end consumer, and the price of commodities supplied by Party B shall be the amount of Party B settled by Party A;

(3) 收款流程：终端消费者在乙方商铺下订单后，就其购买的乙方商品以人民币支付费用（包括商品价款、其他费用）至甲方提供的跨境电商平台账户。终端消费者收到订单商品后一周内，甲方扣除其他费用后，通过平台将商品价款自动分账至乙方账户。

(3) Collection process: After the end consumer places an order in Party B's shop, he shall pay RMB fees (including commodity price and other fees) for the goods purchased by Party B to the account of the cross-border



e-commerce platform provided by Party A. Within one week after receiving the ordered goods, Party A shall, after deducting other expenses, automatically share the price of the goods to Party B's account through the platform.

(4) 结算方式：由甲方向乙方按照月度提供最终订单商品，乙方向甲方提供商品发票，甲方向乙方提供订单金额 5% 的服务费发票，甲方将货款汇至乙方账户，乙方将服务费汇至甲方账户；开票内容：按实际成交产品金额进行开票。甲乙双方逾期开票的，甲乙双方付款时间相应顺延。甲方收到乙方开具的发票后的 7 个工作日内付清经双方确认的结算总价款；由于乙方未足额缴纳应缴税款和开具发票不真实、不合格而引起的一切责任（包括商业责任和法律责任）和损失，由乙方自行承担。

(4) Settlement method: Party A shall provide the final order goods to Party B on a monthly basis; Party B shall provide the commodity invoice to Party A, and Party A shall provide the service fee invoice of 5% of the order amount to Party B. Party A shall remit the payment to Party B's account and Party B shall remit the service fee to Party A's account; invoice content: invoice shall be issued according to the actual amount of products. If party A and Party B delay the invoice, the payment time of both parties shall be extended accordingly. Party A shall pay the total settlement price confirmed by Party B within 7 working days after receiving the invoice issued by Party B; Party B shall bear all liabilities (including commercial liability and legal liability) and losses due to Party B's failure to pay due taxes and untrue and unqualified invoices by Party B.

5.2 本协议第五条 5.1 收取费用解释

5.2 Interpretation of Article 55.1 of this Agreement



| 序号 | 收费名称 | 收费标准及其他解释 |
|----|-----------|---|
| 1 | 平台押金 | 平台支付押金 100 欧元，合作终止后退还。 |
| 2 | 跨境商品中国税费 | 根据中国有关跨境商品税率相关规定收取。 |
| 3 | 物流快递费 | 物流快递费包括不限于商品清关费用，商品包装费用，商品提货费用等。其费用将根据甲方出具报价单进行结算，随不确定因素而不定期调整。 |
| 4 | 保险费用 | 根据甲方所提供三方合作公司收费标准进行结算 |
| 5 | 1.1%平台使用费 | 平台使用费用包括不限于三方支付公司收费（不含跨境支付相关费用） |
| 6 | 跨境分账费用 | 三方支付公司跨境分账手续费：0.7%，起结金额 2 万元人民币（不含汇率波动产生的影响） |
| 7 | 其他费用 | 包括上述第 2-6 费用及其他因不可控因素产生的费用。 |

| order number | Charge name | Fee standard and other explanations |
|--------------|---|--|
| 1 | Platform deposit | The platform will pay a deposit of 100 euros, and it will be repaid after the cooperation is terminated. |
| 2 | Cross-border goods in China on taxes and fees | According to China's relevant regulations on cross-border commodity tax rates. |
| 3 | Logistics and | Logistics and express delivery fees include not |



| | | |
|---|--------------------------|---|
| | express delivery fee | limited to customs clearance costs, commodity packaging costs, commodity delivery costs, etc. The expenses will be settled according to the quotation issued by Party A, and will be adjusted irregularly according to uncertain factors. |
| 4 | insurance expense | Settlement shall be made according to the fee standard provided by Party A |
| 5 | 1.1% platform usage fee | Fees for using the platform include not limited to tripartite payment fees (excluding cross-border fees) |
| 6 | Cross-border ledger fees | Cross-border payment fee of the tripartite payment company: 0.7%, and the initial settlement amount is RMB 20,000 (excluding the impact of exchange rate fluctuations) |
| 7 | miscellaneous expenses | Including the expenses in section 2-6 above and other expenses caused by uncontrollable factors. |

第六条 保密条款

Article 6 Confidentiality clause

6.1 甲方与乙方在履行本协议过程中，可能获取到对方商业秘密或其他机密信息。



6.1 During the performance of this Agreement, Party A and Party B may obtain their trade secrets or other confidential information.

6.2 双方应对所获取的商业秘密或其他机密信息予以保密，除非获得对方书面授权，否则不得将其泄露给第三方。

6.2 The parties shall keep confidential the trade secrets or other confidential information obtained and shall not disclose them to a third party unless obtaining the written authorization of the other party.

第七条 协议变更与终止

Article 7. Change and Termination of the Agreement

7.1 本协议生效后，除非另有约定，双方同意根据双方的业务发展和市场变化，通过友好协商进行必要的调整和变更。

7.1 After this Agreement comes into force, unless otherwise agreed, the parties agree to make necessary adjustments and changes through friendly negotiation in accordance with the business developments and market changes of both parties.

7.2 如一方违反本协议或无法履行协议约定的义务，对方有权单方面解除本协议，并保留对违约方的赔偿和追偿权利。

7.2 If either party breaches this Agreement or is unable to perform the obligations agreed herein, the other party shall have the right to unilaterally terminate this Agreement and reserve the right of compensation and recovery against the breaching party.

第八条 其他

Article 8 Other



8.1 本协议以中文书写，每一方执一份，具有同等法律效力。

8.1 This Agreement shall be written in Chinese, with each party holding one copy, with the same legal effect.

8.2 本协议适用中华人民共和国法律，与本协议有关的争议，提交至中国国际经济贸易仲裁委员会进行仲裁，仲裁地点为北京。

8.2 This Agreement shall be governed by the laws of the People's Republic of China. Any disputes in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration in Beijing.

8.3 本协议自双方签署之日起生效，有效期届满后可根据业务需要协商续签。

8.3 This Agreement shall come into force upon the date of signing by both parties, and may be renewed through negotiation according to business needs.

本协议正式签章如下：

The Agreement is formally signed as follows:

甲方（盖章）：

乙方（盖章）：

签署日期：

签署日期：

Party A (seal):

Party B (seal):

Signing Date:

Signing Date: