

SOLE DISTRIBUTION AGREEMENT

独家经销协议

By and Between

ANHUI JIANGHUAI AUTOMOBILE GROUP CORP., LTD.

安徽江淮汽车集团股份有限公司

And

SNS IMPORTADORA LTDA COMPANY

巴西 SNS IMPORTADORA LTDA 公司

Ref. NO. _____

文件编号: _____

_____, Hefei CHINA

中国. 合肥 年 月 日

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This distribution agreement (hereinafter referred to as the "Agreement") is confirmed by and between the following parties in Hefei City, Anhui Province, China:

此经销协议（下文简称“协议”）经由以下双方在中国安徽省合肥市确认：

ANHUI JIANGHUAI AUTOMOBILE GROUP CORP., LTD. (hereinafter called Party A), a corporation existing under the laws of People's Republic of China having its principal office established at 176 Dong Liu Road, Hefei, China.

安徽江淮汽车集团股份有限公司（以下简称“甲方”），依照中华人民共和国法律注册成立，法人住所地在中国安徽省合肥市东流路176号。

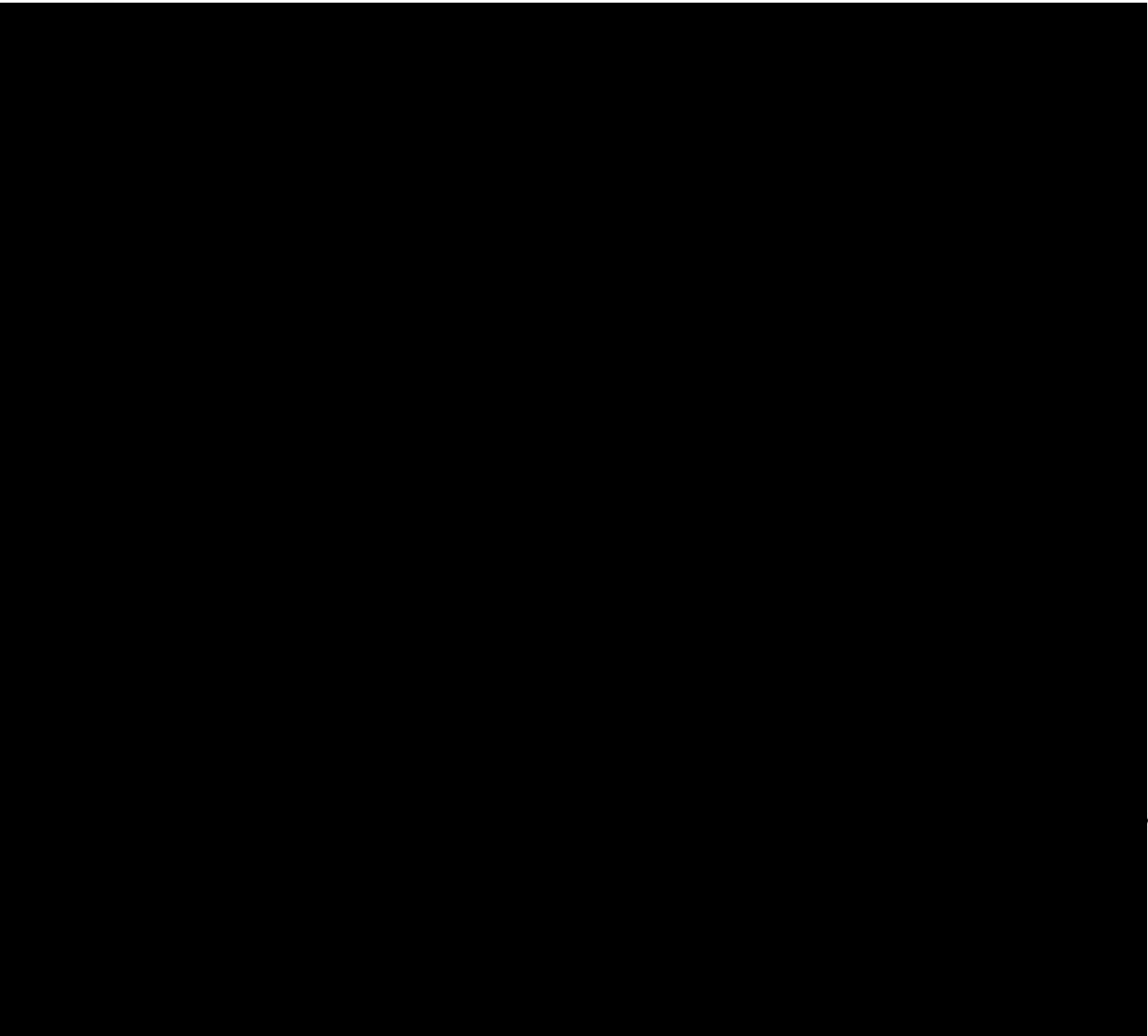
AND

SNS IMPORTADORA LTDA. (Hereinafter called Party B), a corporation existing under the laws of Brazil, having its principal office established at Espírito Santo.

SNS IMPORTADORA LTDA 公司，依照 巴西 法律成立，法人住所地在 圣埃斯皮里图。（以下简称“乙方”）。

A copy of the business license of Party B is as Appendix 1. 其营业执照见附件1

General provisions 叙述



2. General provisions 协议总论

2.1 Distribution Products 经销产品

Party A agrees party B to import and sell all the passenger cars (including SUVs and MPVs and its successors), minitruck(X200 (V260)), electric pickups(EVT8), electric trucks(EVN55) and electric light comercial vehicle successors produced by party A. Hereinafter refer to as "Products".

甲方同意乙方进口并销售由甲方生产的所有乘用车车型（包括SUV与MPV及其后续产品），小卡（X200（V260）），电动皮卡（EVT8），电动轻卡（EVN55）及其电动轻型商用车后续产品。以下简称“产品”。

Please refer to Appendix 2 for detailed information. 详细描述请见附件2

2.2 Distribution territory 经销区域

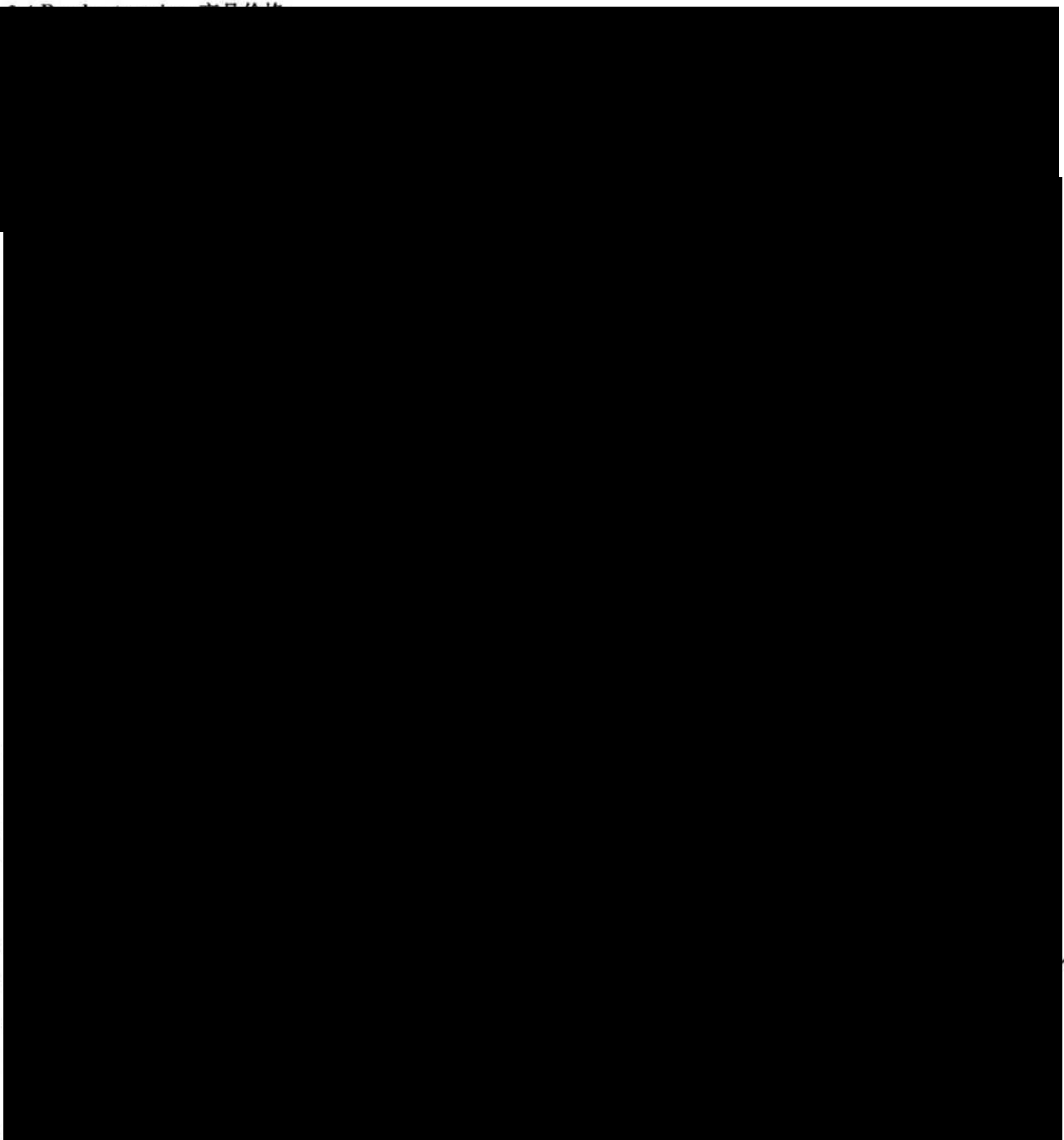
“Territory” shall mean Brazil.

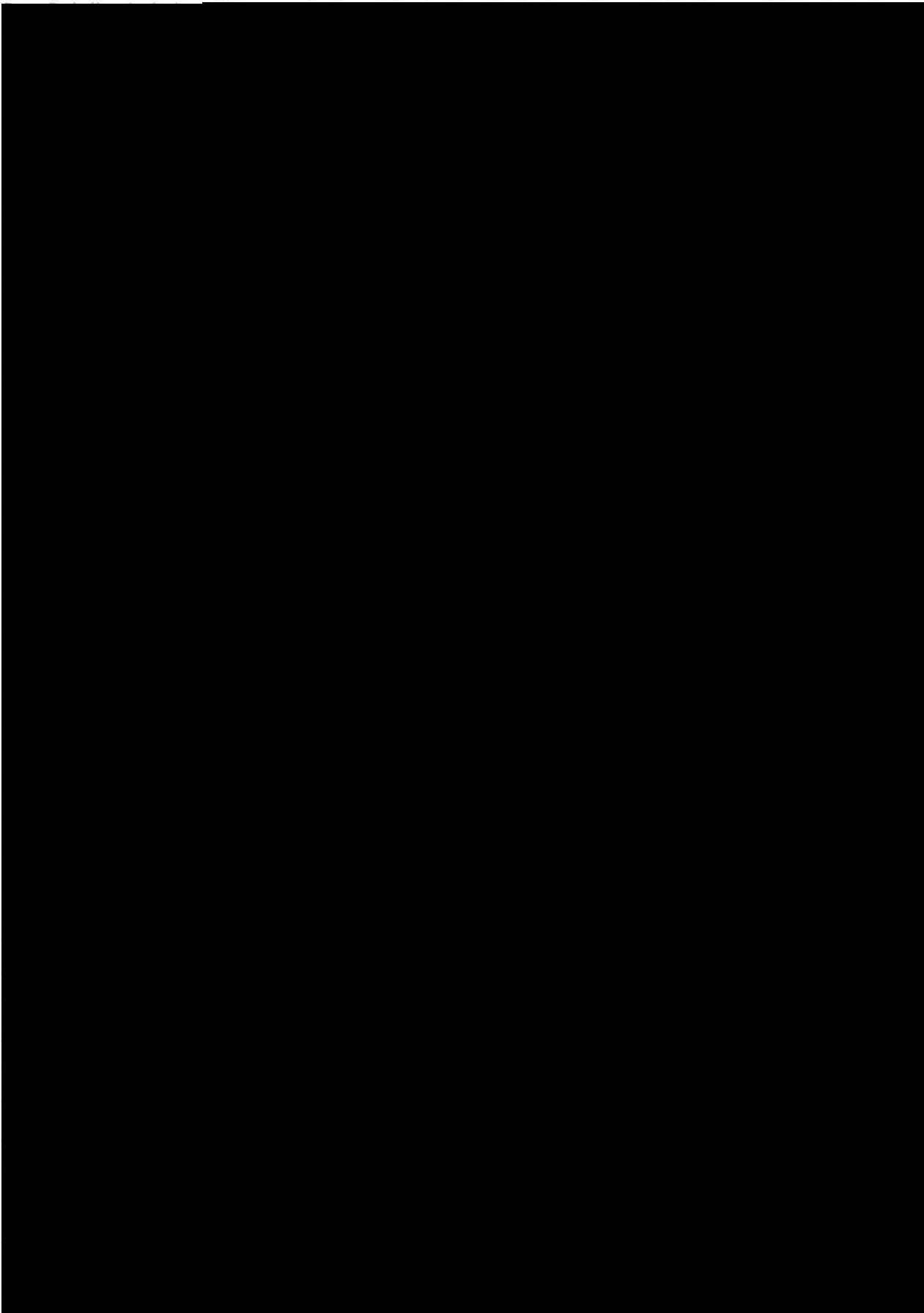
区域指：巴西。

2.3 Distribution authority 经销权限

Party A appoints Party B as a sole distributor for the whole area of the Territory (as defined in item 2.1) of the above mentioned products, and grants Party B the sole right to importing, selling, distributing and promoting the Products in the Territory.

甲方同意乙方为该区域内(见以上2.2条款中定义)上述产品的独家经销商, 甲方同意乙方在该区域且仅限该区域内独家进行进口、销售、分销、促销。

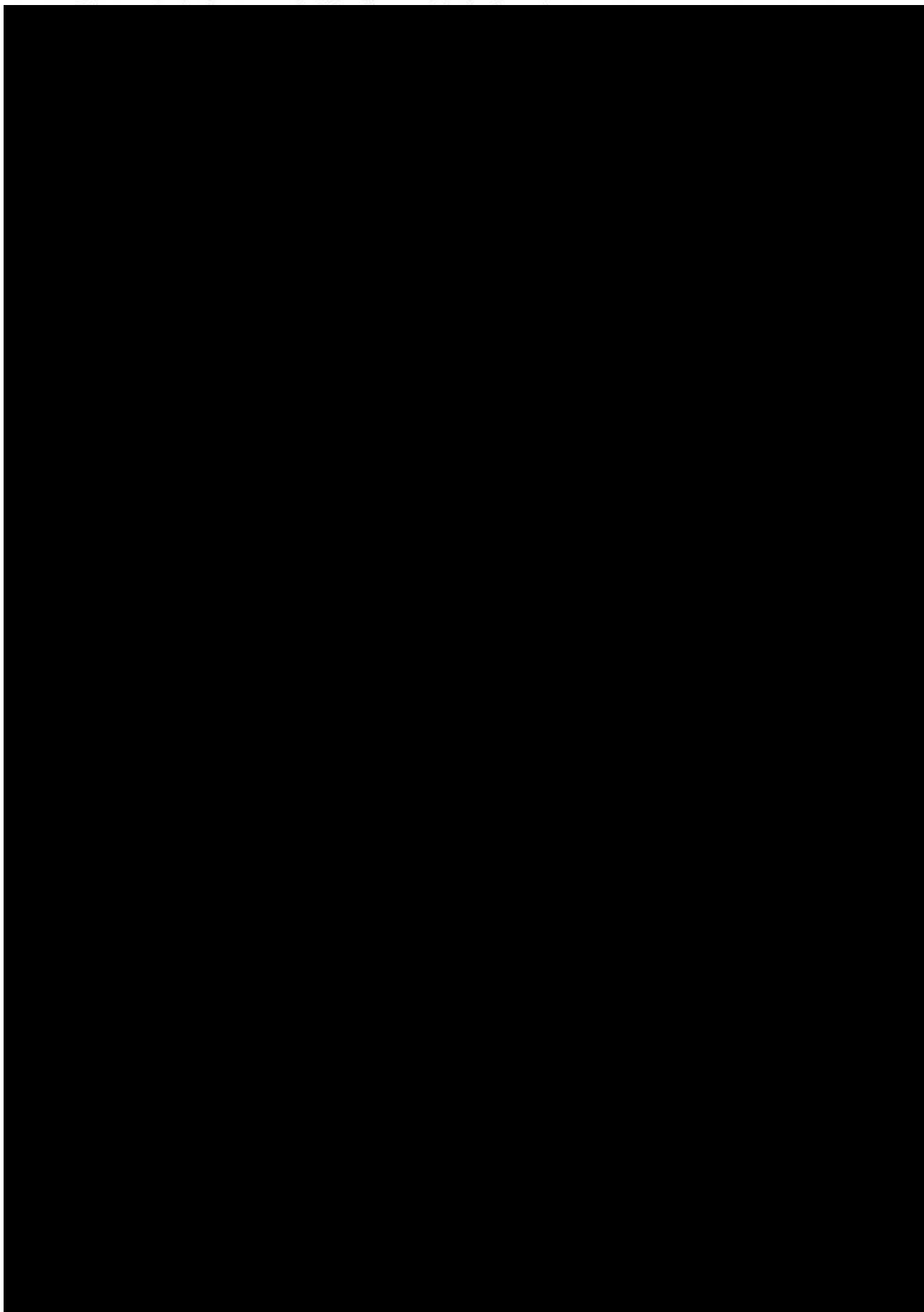




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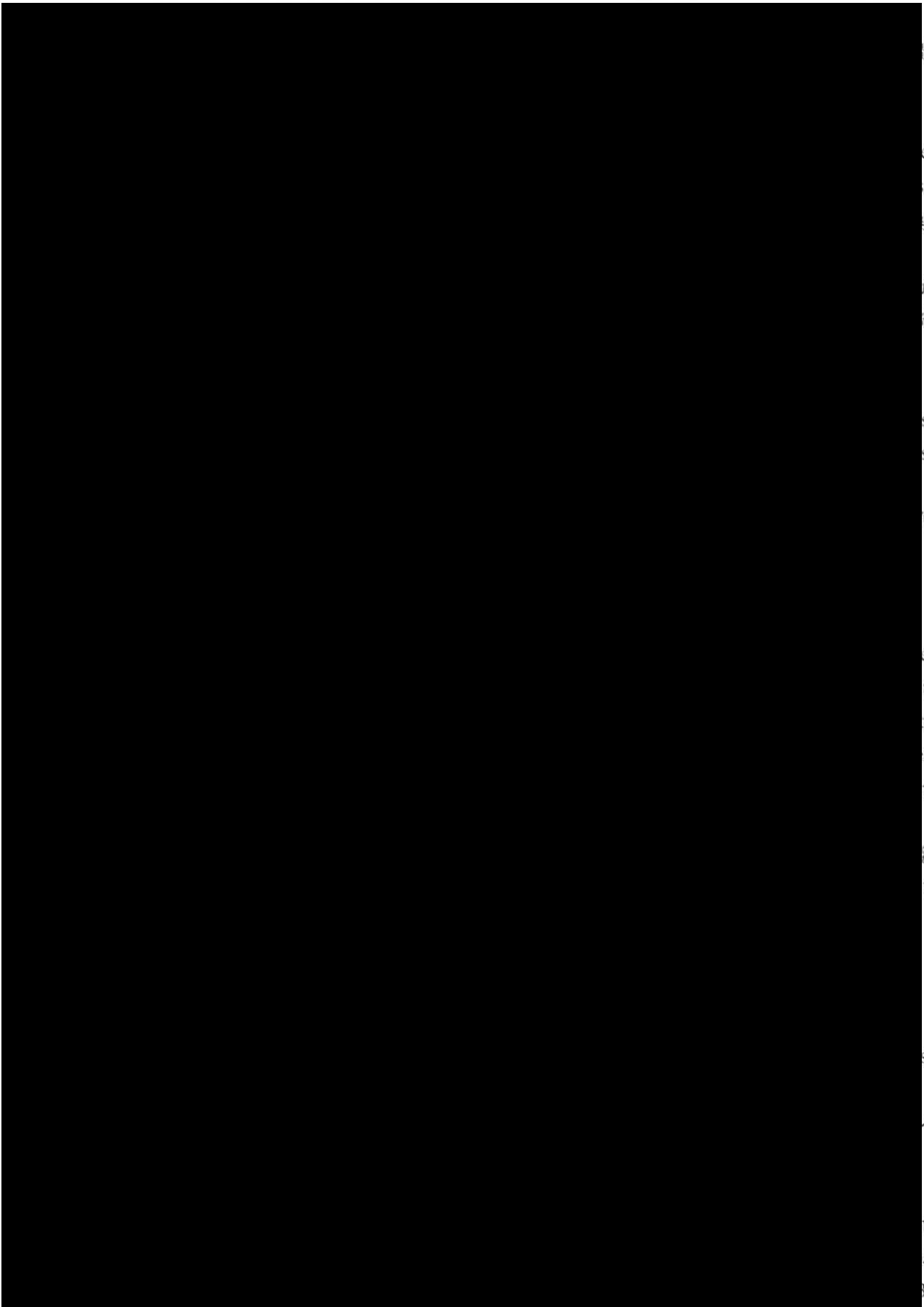
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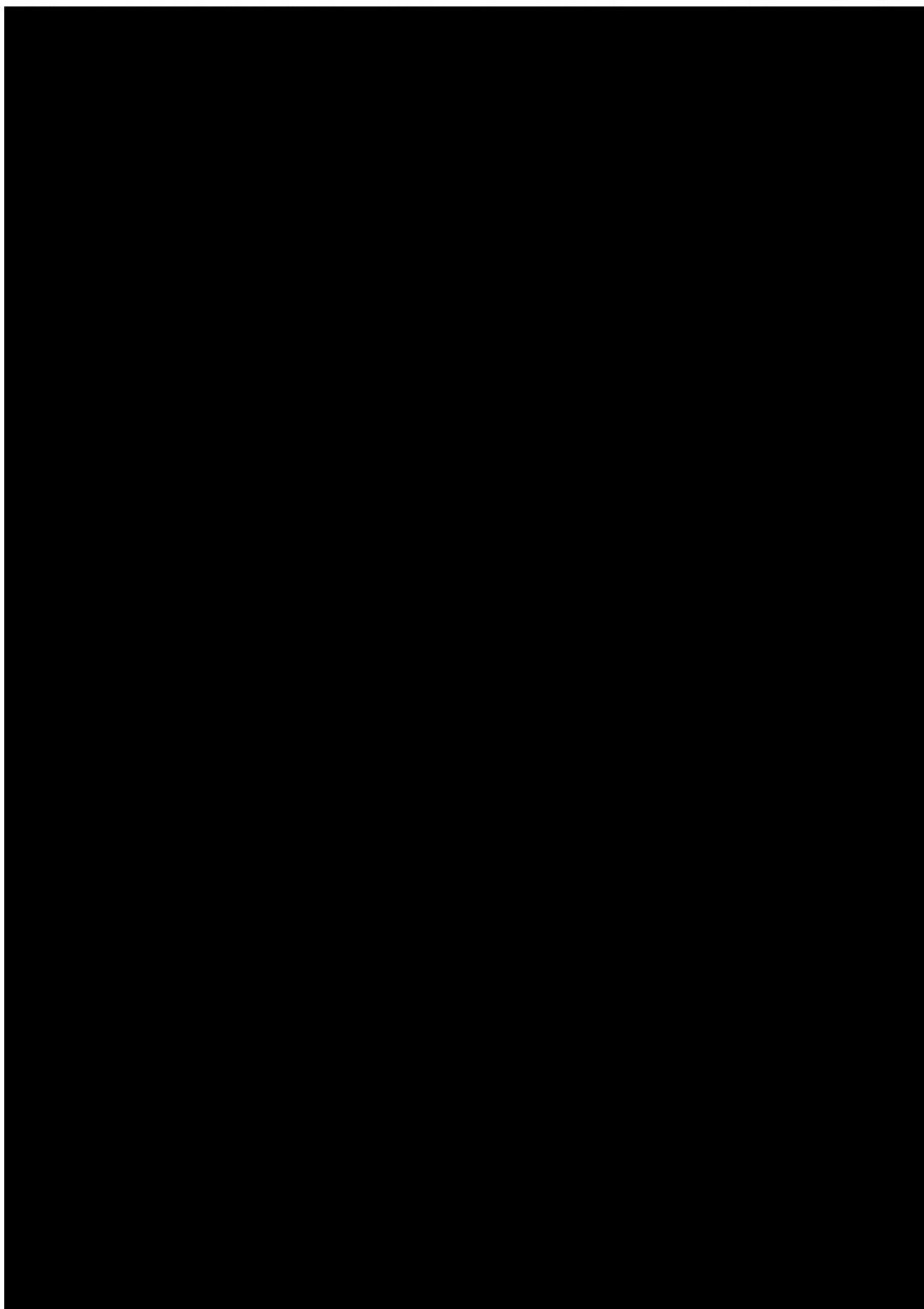
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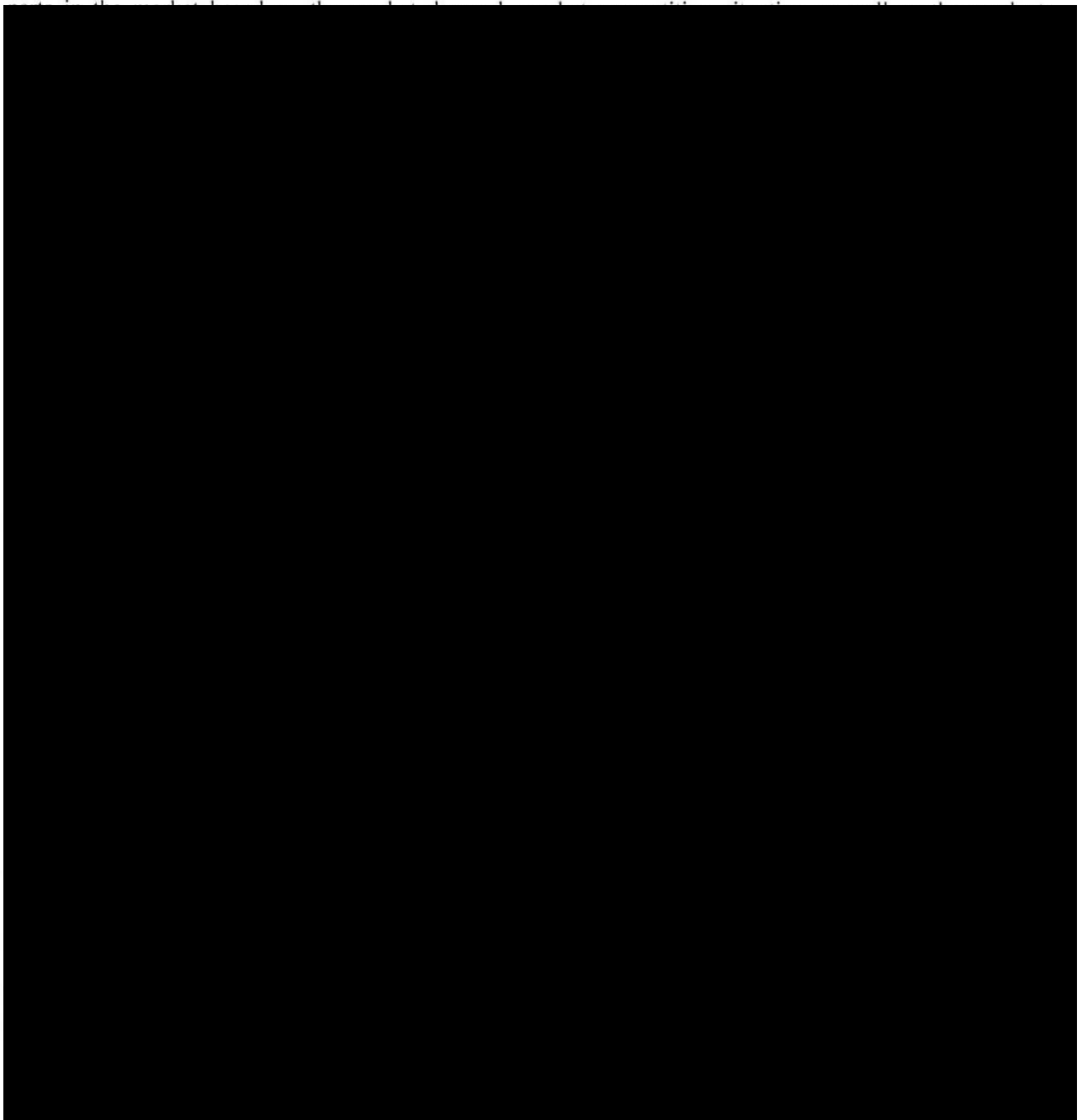
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4. Commencement and expiration 协议生效及终止

4.1 Validity of Agreement 协议有效期

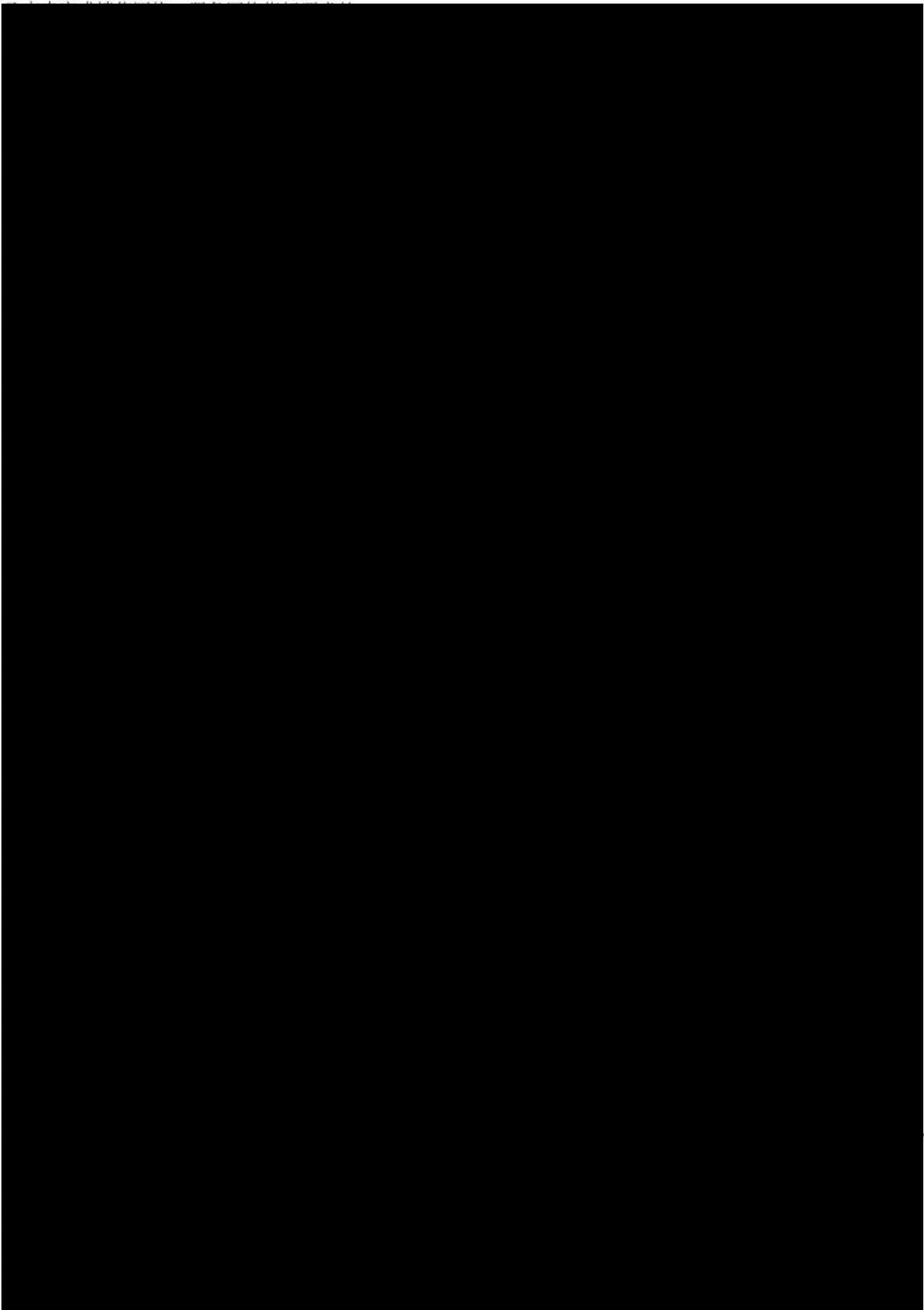
4.1.1 The Agreement becomes valid after being signed (sealed) by both parties, and the Agreement will be valid till 2030/12/31 (year, month, day).

本协议自双方签字（盖章）之日起生效，有效期至2025年12月31日止。

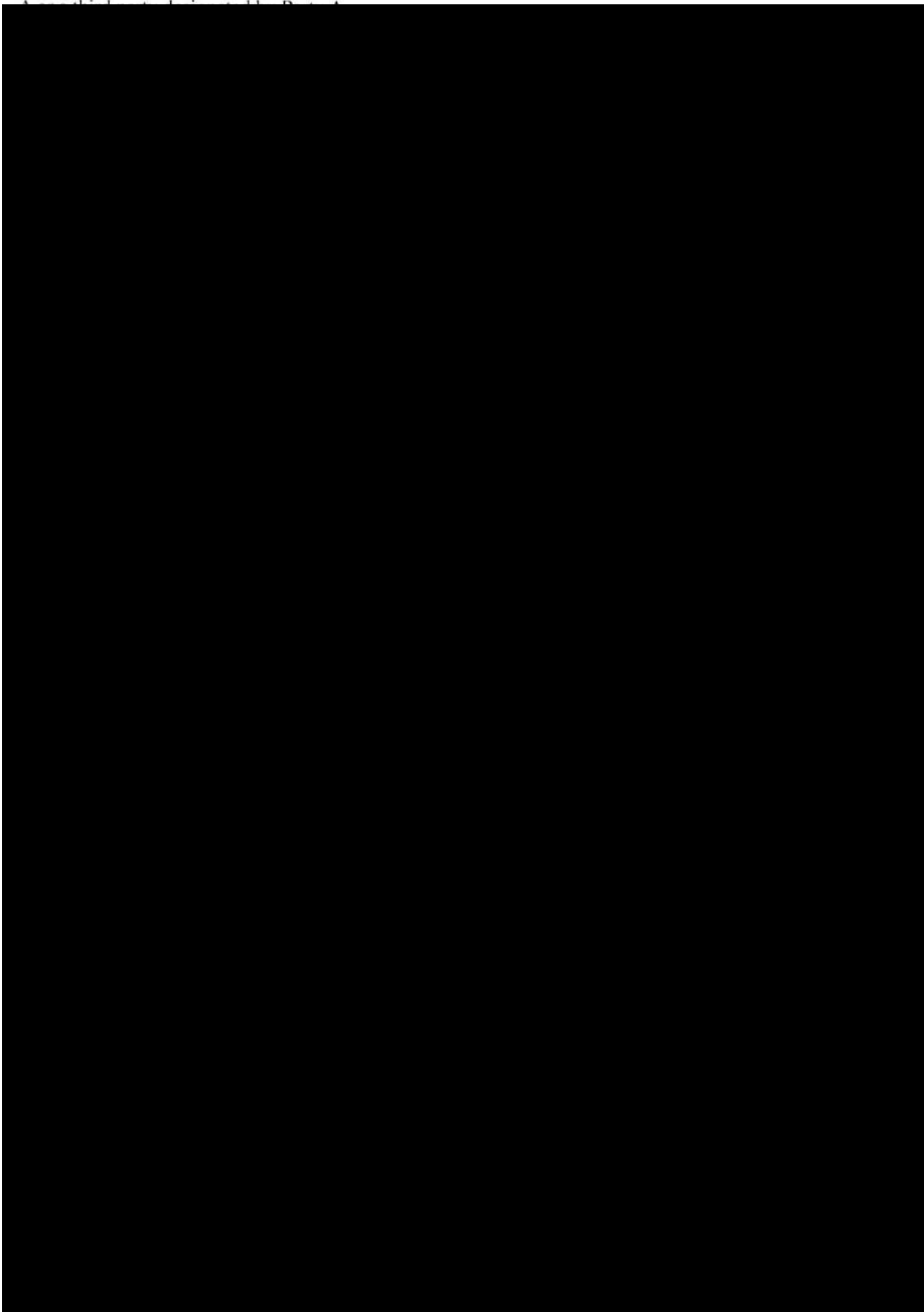
4.1.2 Both parties will discuss agreement renewal within 6 months before expiration of the Agreement, and will sign a new agreement upon mutual consent. In case that while the expiration of this Agreement, both parties fail to renew agreement, this Agreement shall be automatically terminated immediately.

协议期届满前6个月双方将商谈续签事宜，双方同意后将签订新的协议。若有效期届满，甲乙双方没有续签协议，则本协议立即自动终止。

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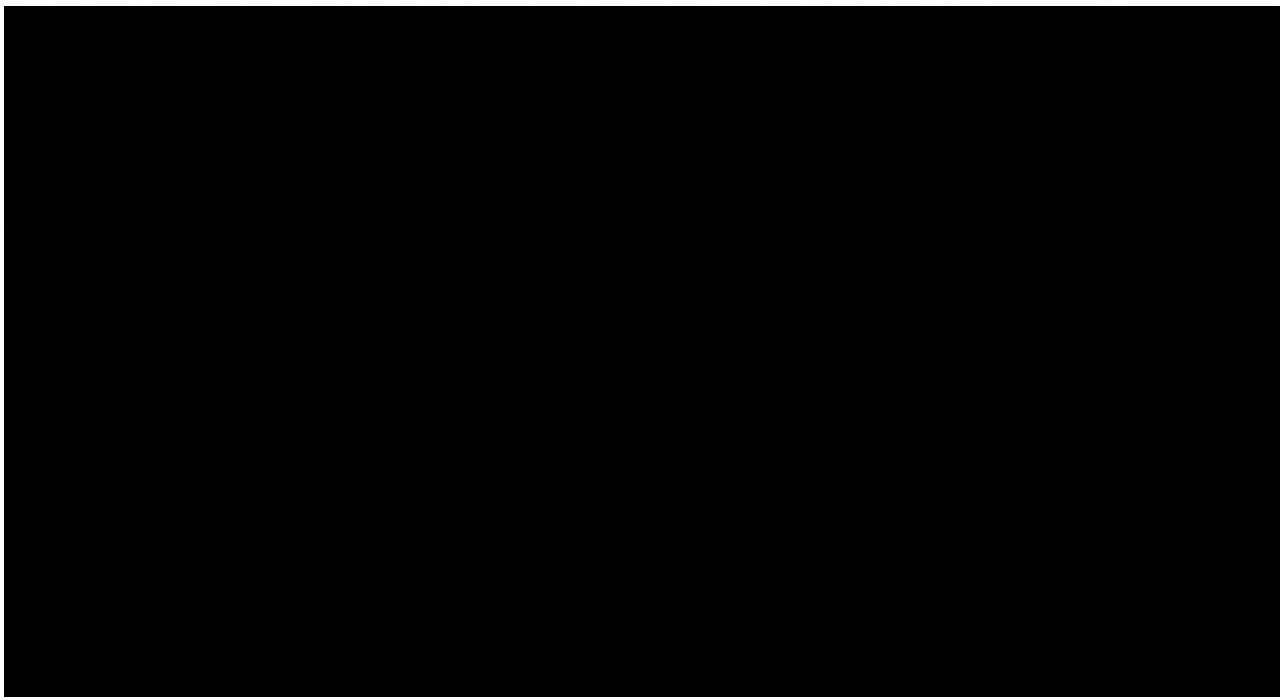


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11. Execution 双方签字

ANHUI JIANGHUAI AUTOMOBILE GROUP CORP., LTD. SNS IMPORTADORA LTDA Company

安徽江淮汽车集团股份有限公司

Representative 代表: [Signature]

Title 职位: G.M

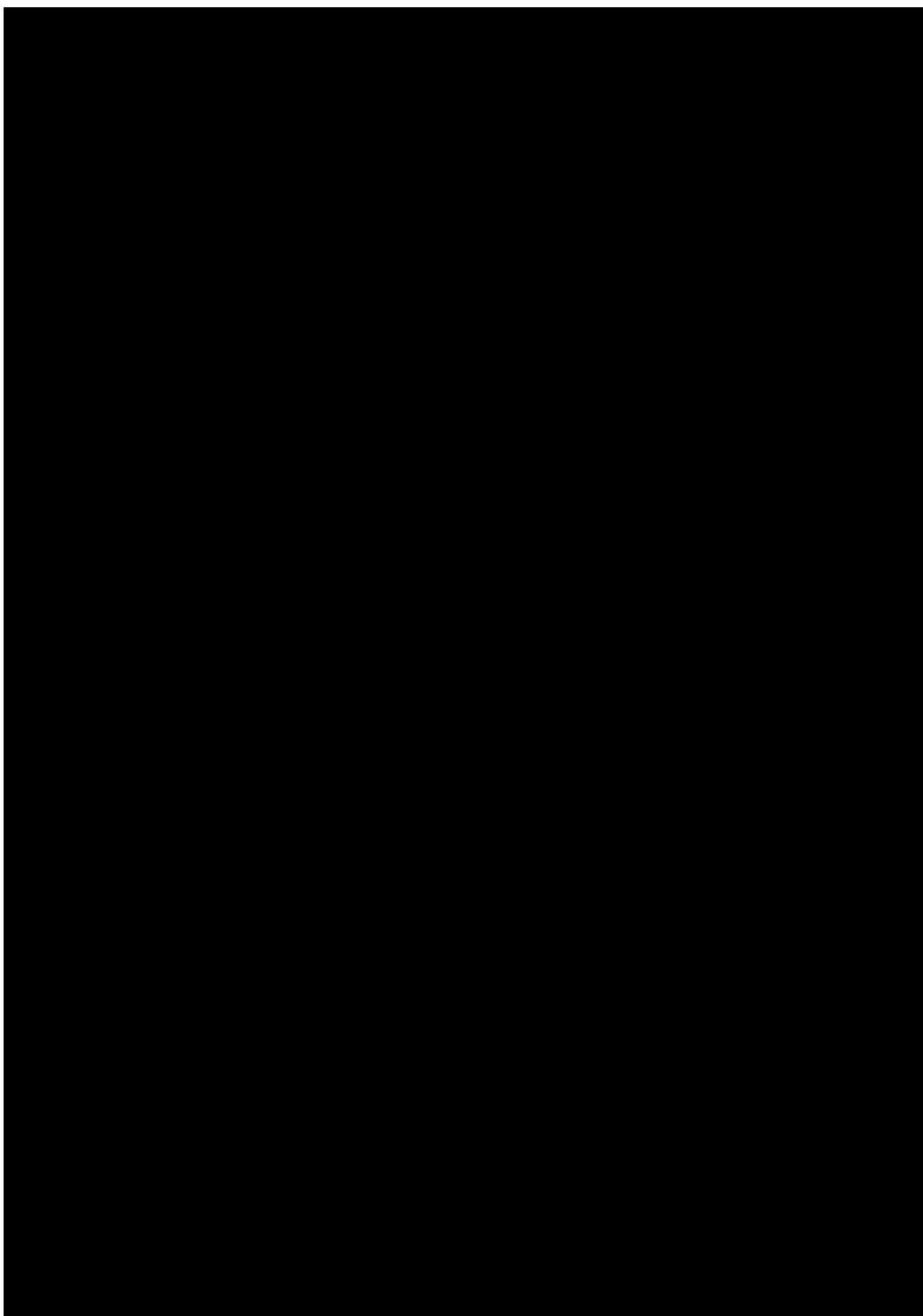
Date 日期: 09/01/2020

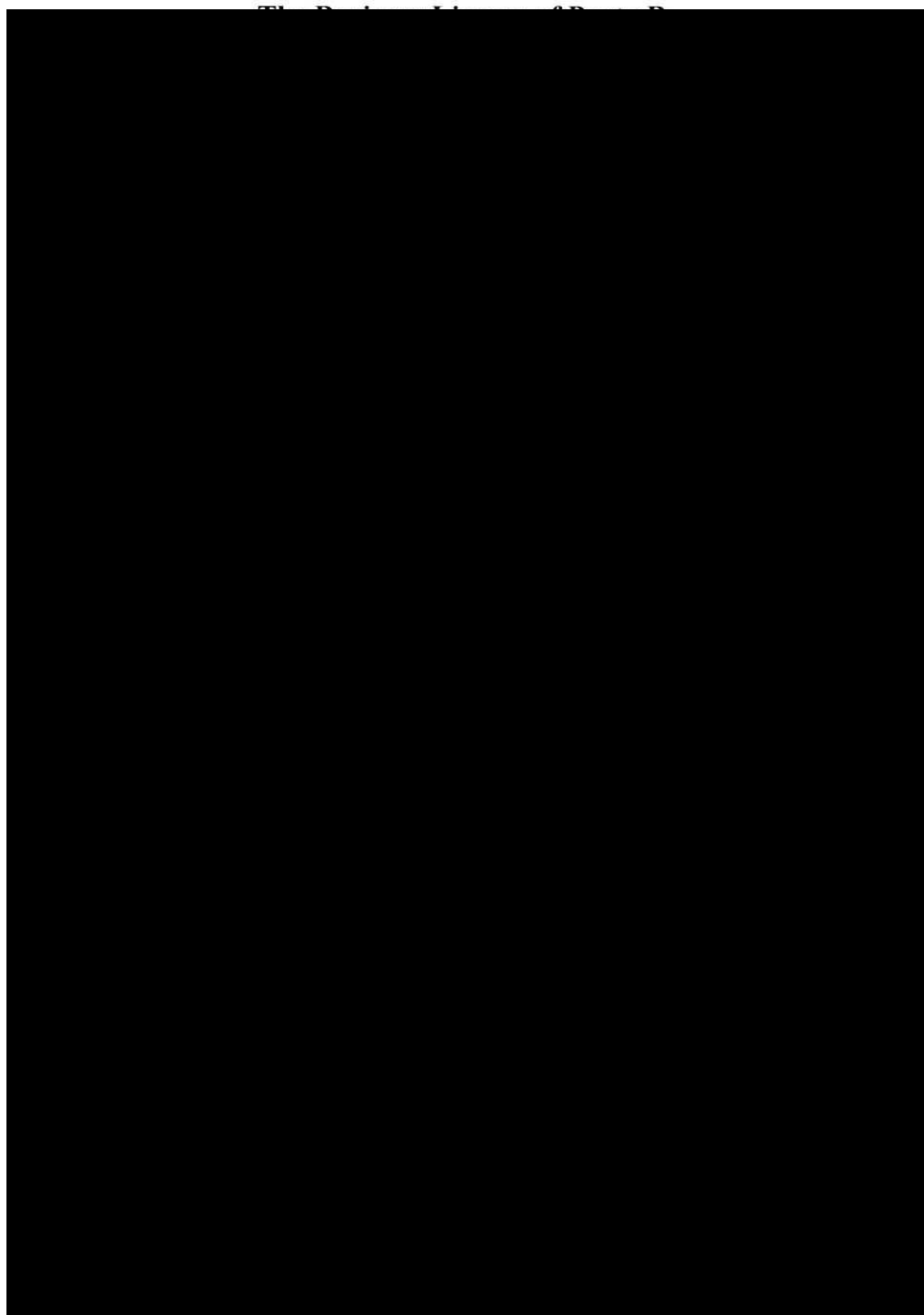


Representative 代表: [Signature]

Title 职位: CHAIRMAN

Date 日期: 09/01/2020





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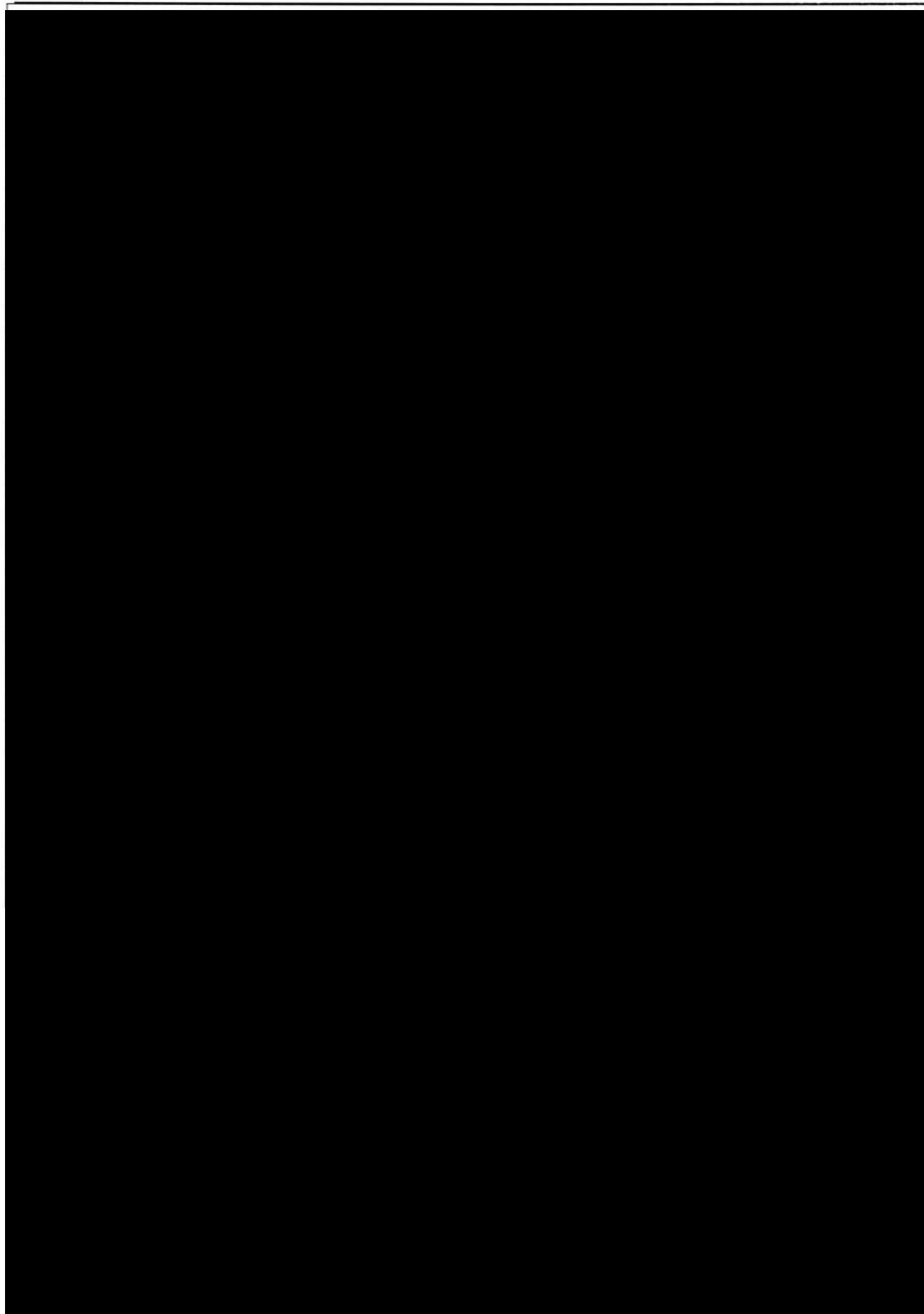
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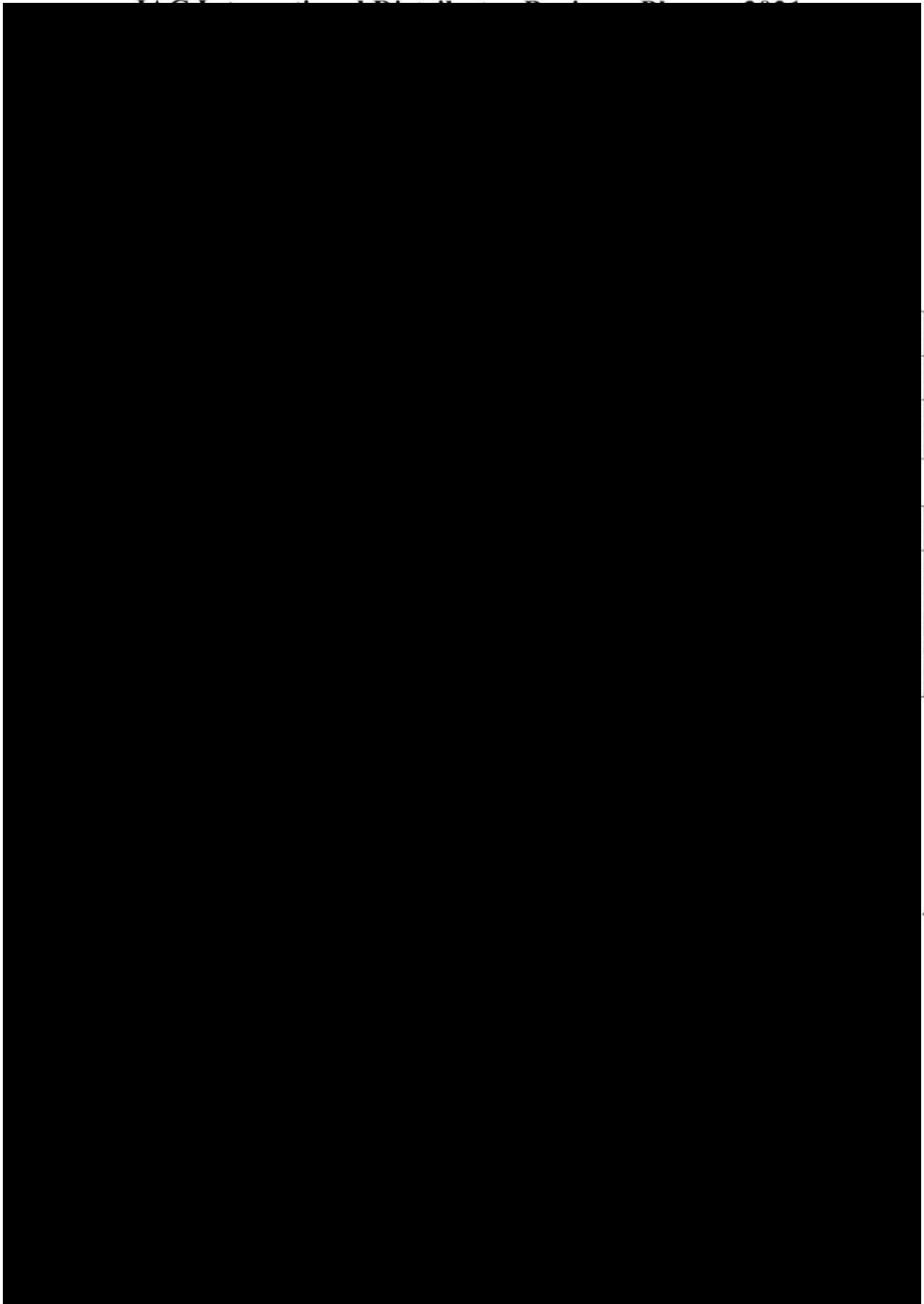


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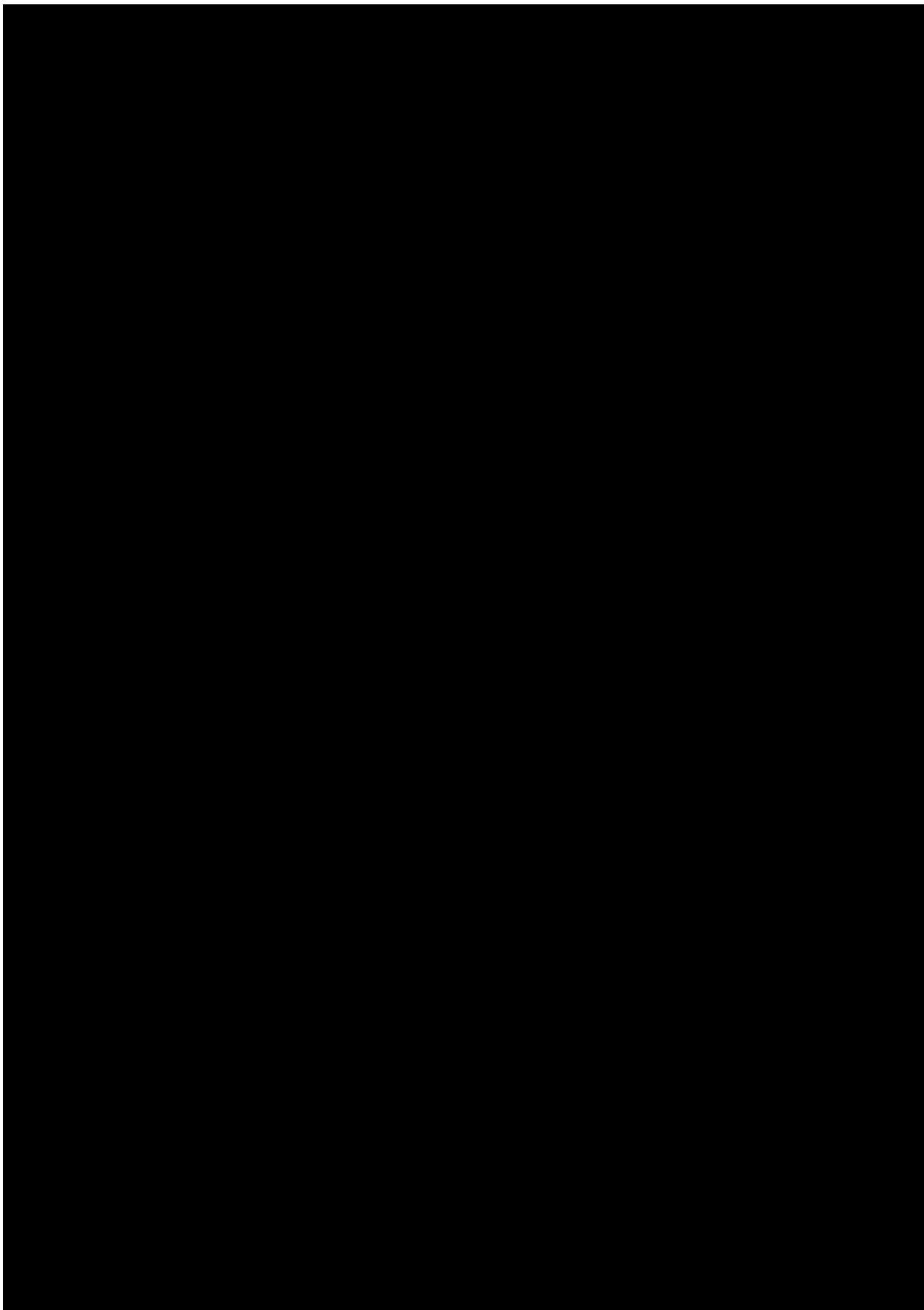
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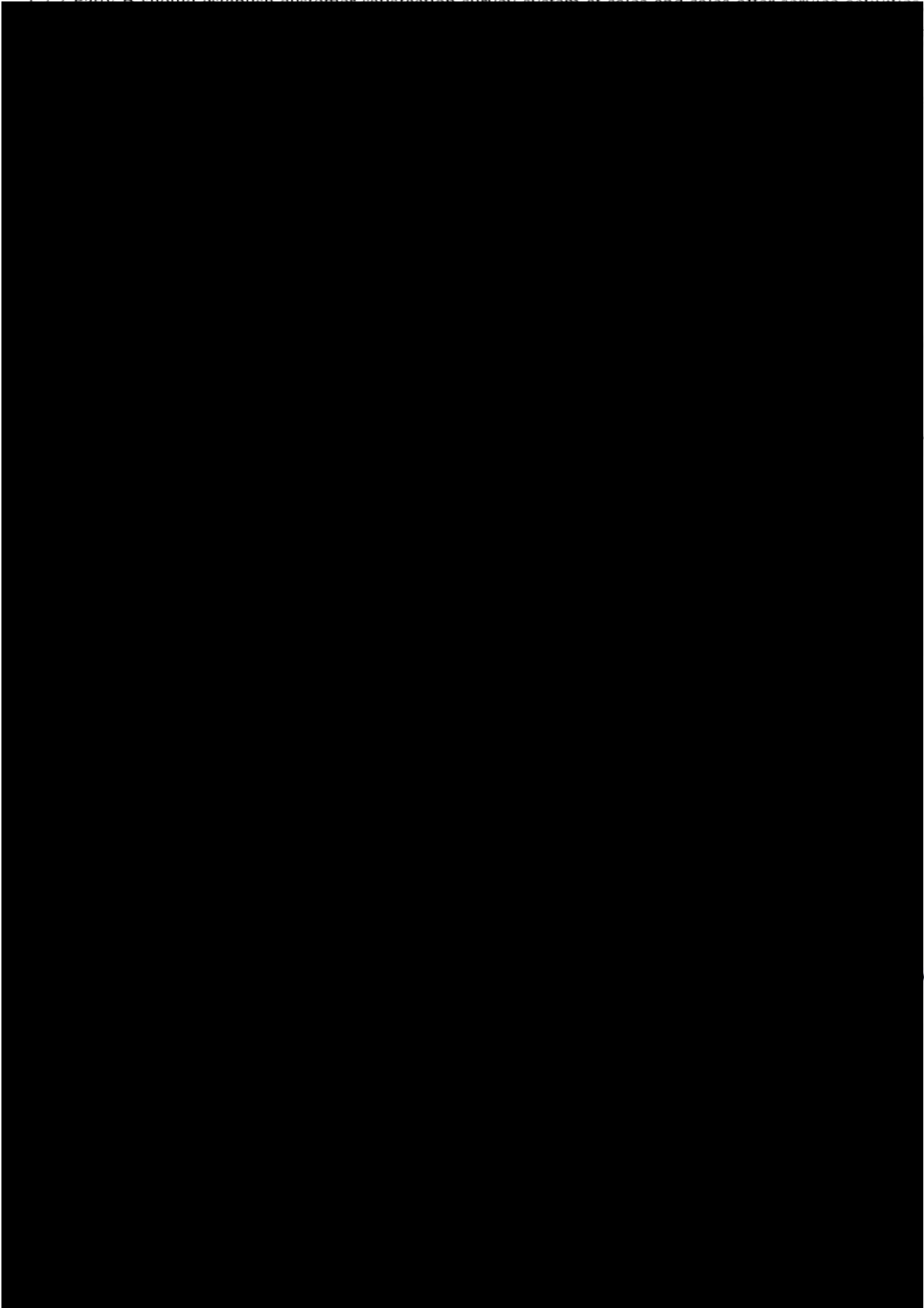
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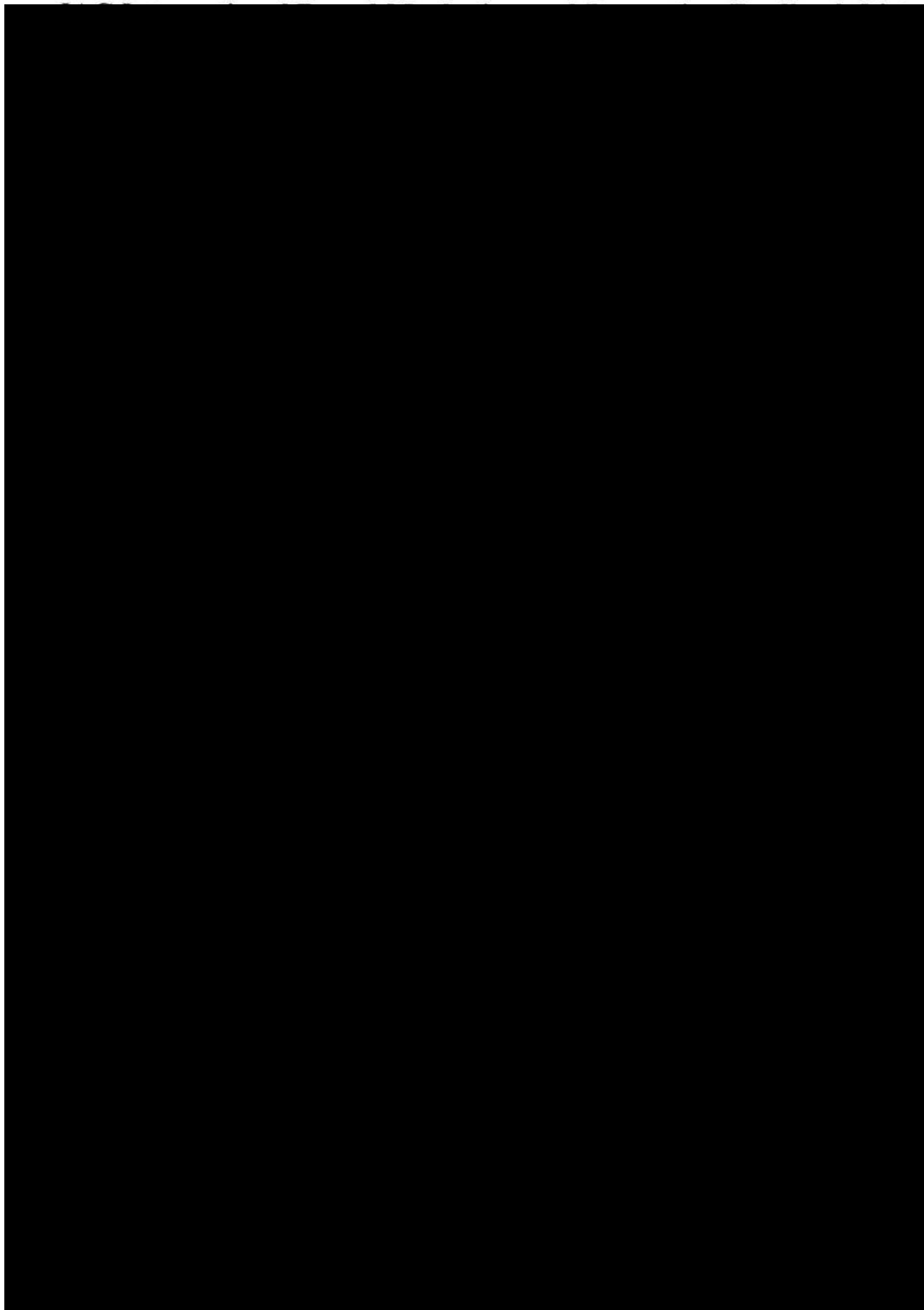
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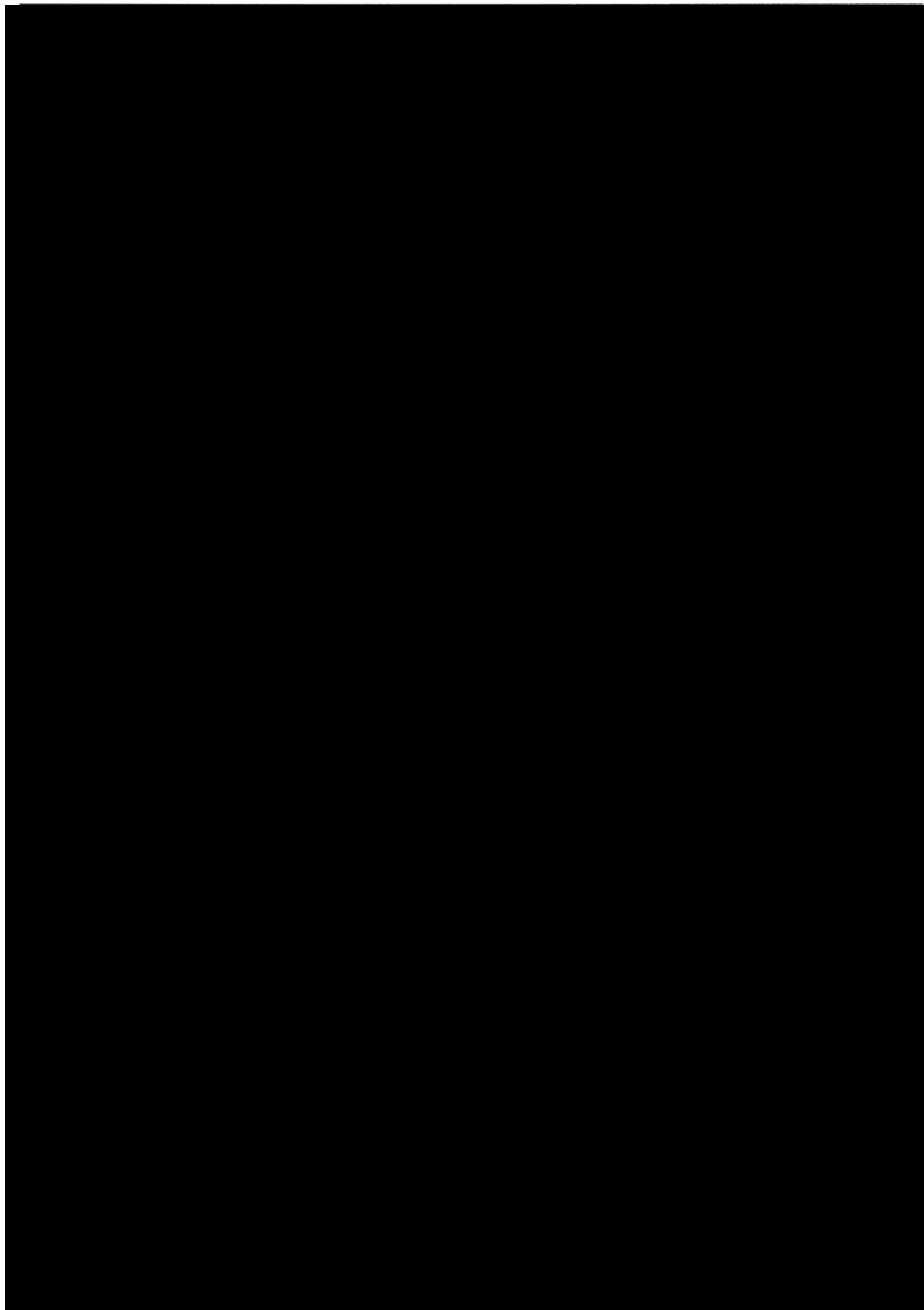
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1.7.2 Party B should establish customer satisfaction survey system at sales and service management activities.



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**JAC INTERNATIONAL DISTRIBUTOR QUARTER
OPERATING REPORT**

JAC 国际经销商季度运营报告

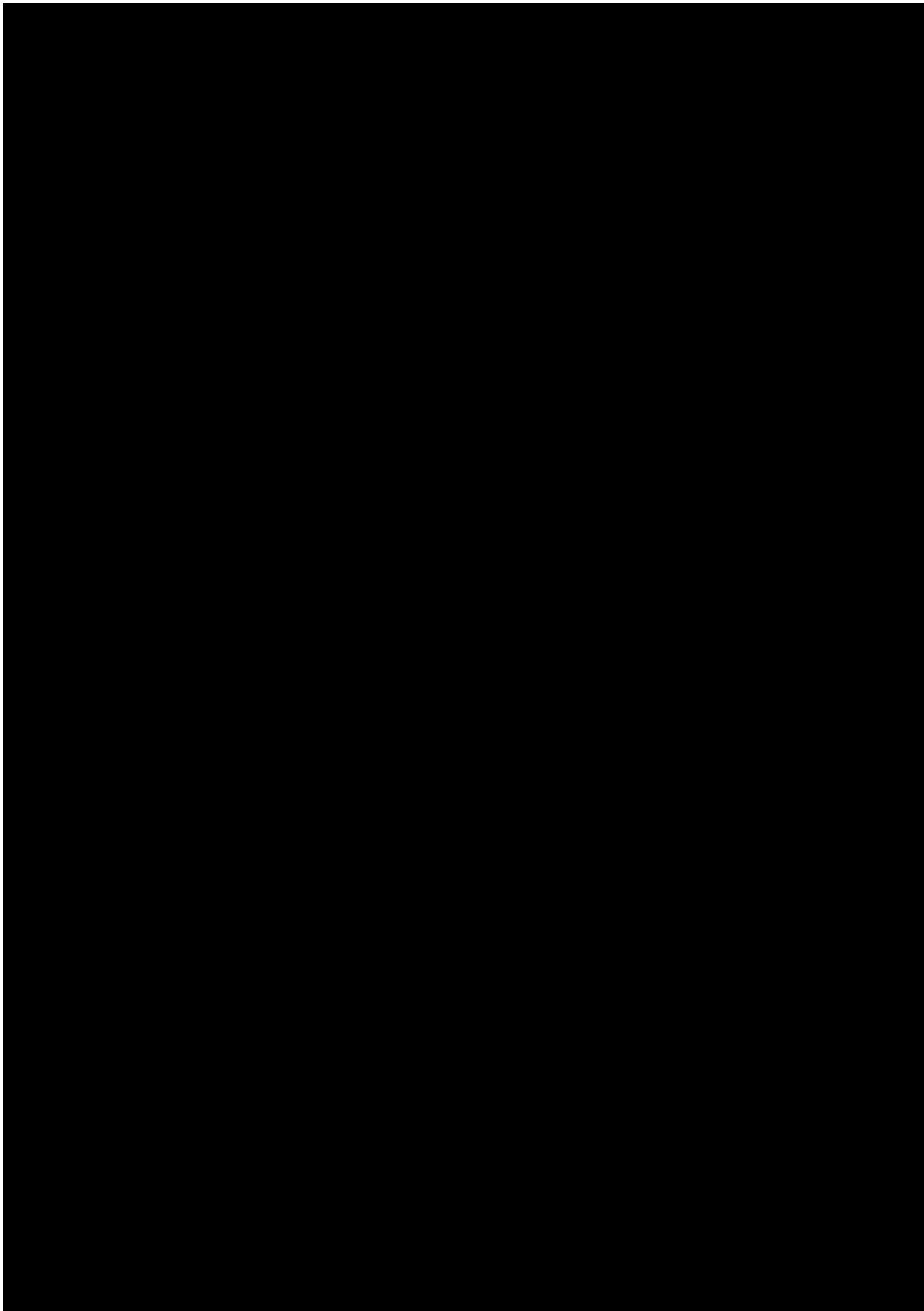
Market: _____

Distributor: _____

Quarter: _____

Year: _____





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2 Components data 零部件进销存数据

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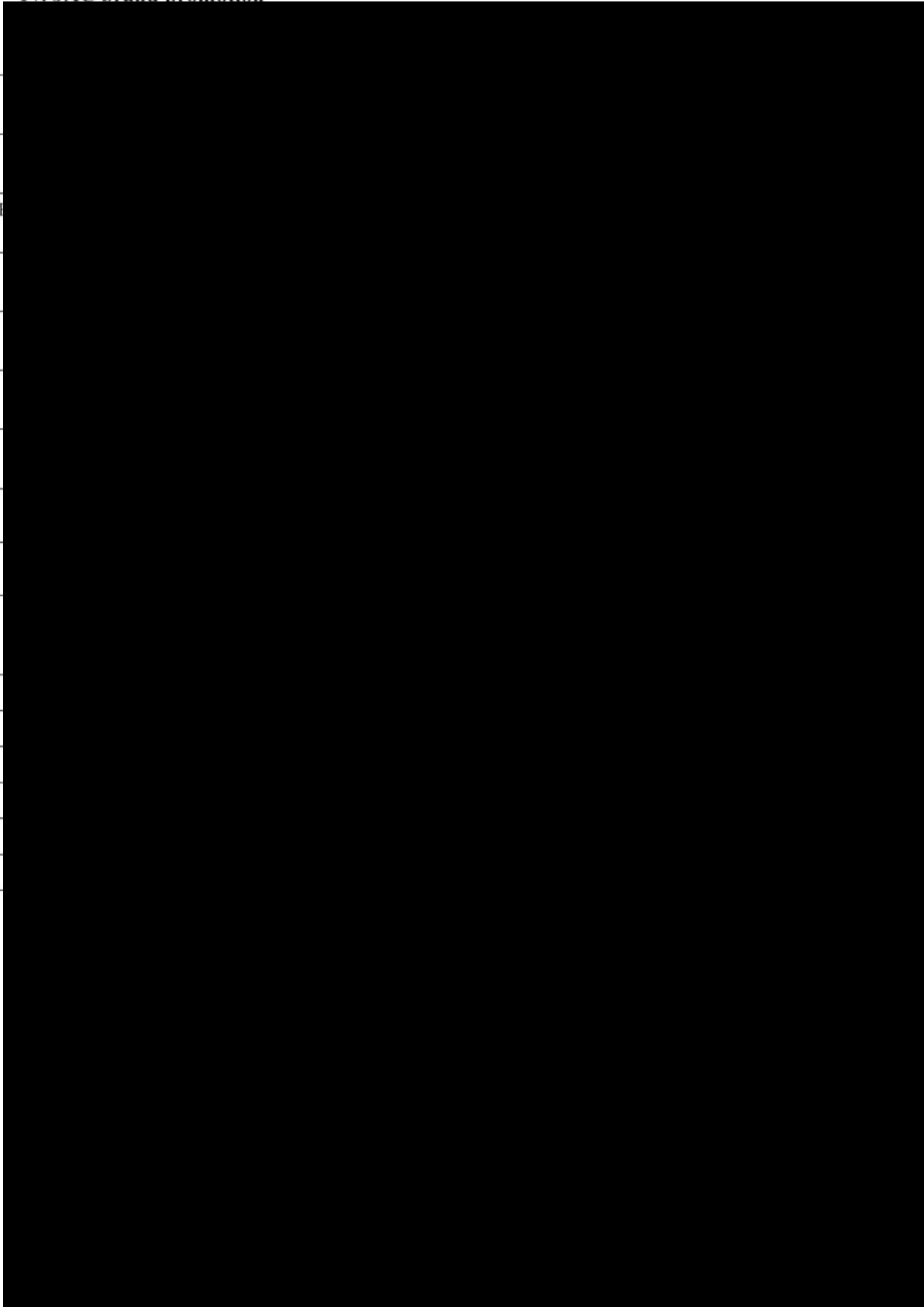
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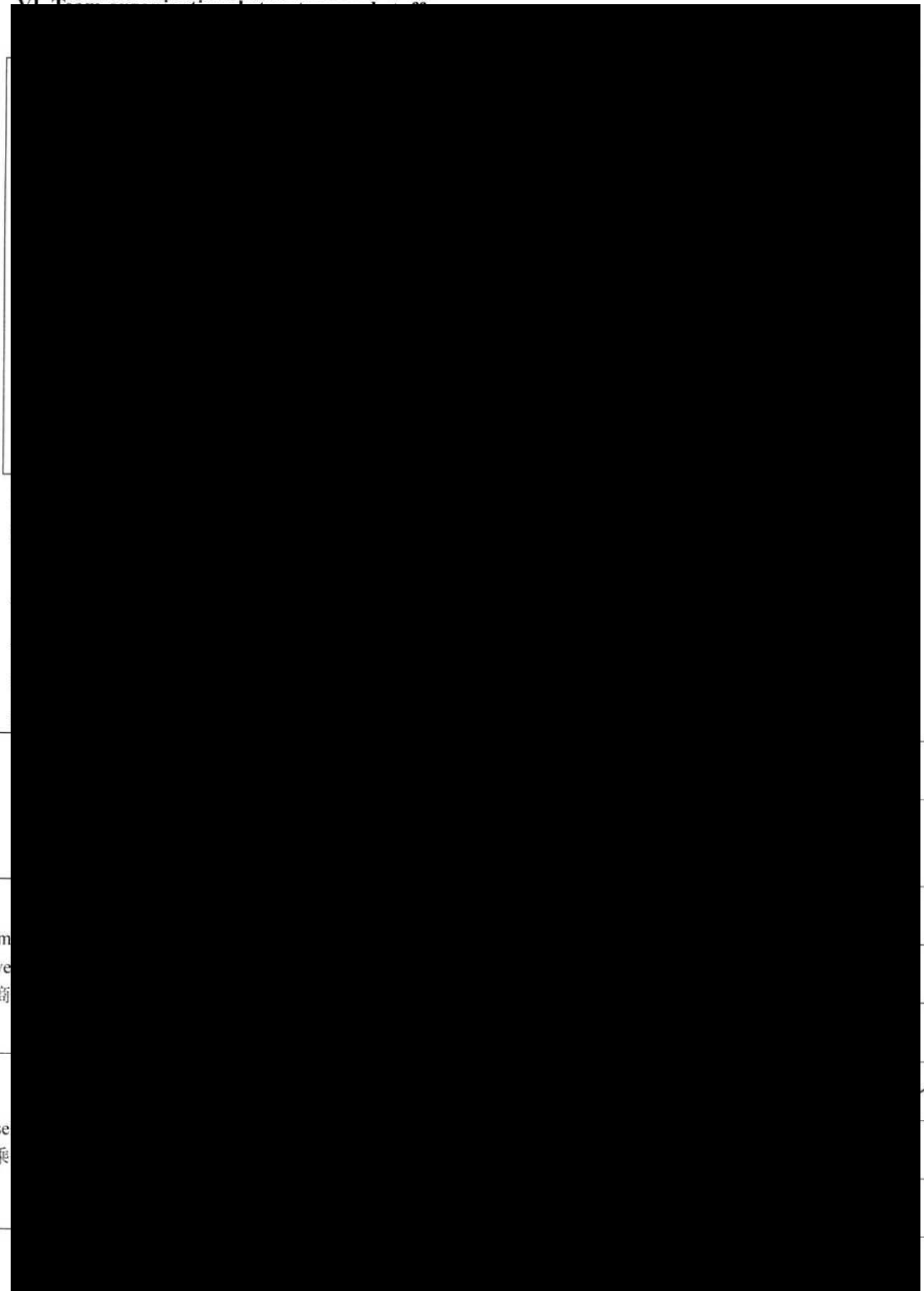


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IV. JAC brand promotion



VI. Test results of the vehicle



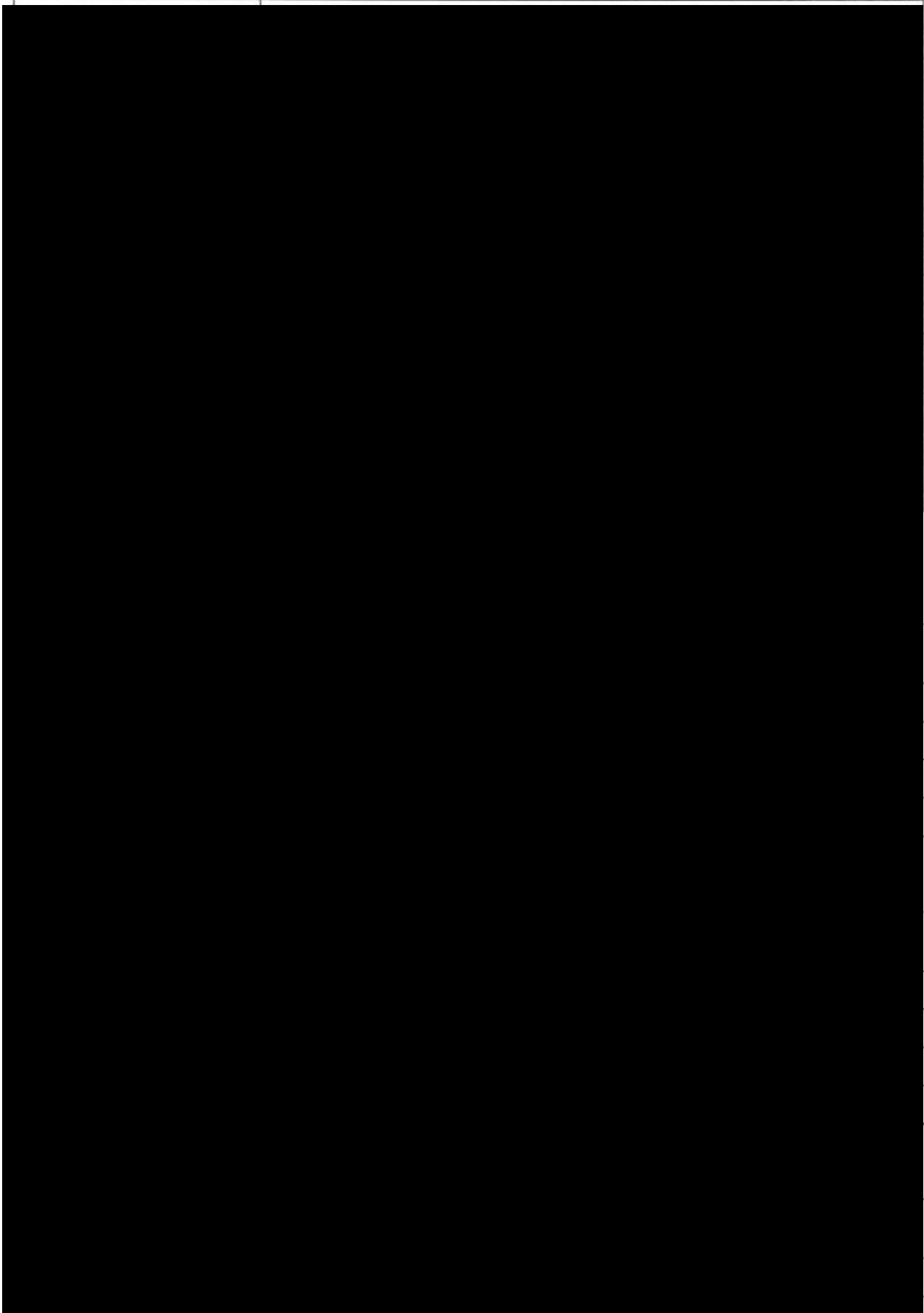
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A handwritten signature in black ink, appearing to be 'ZK', is located on the right margin of the page.

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