

禁止商业贿赂协议书

Agreement on Prohibition of Commercial Bribery

合同编号: _____

Contract No.: _____

This agreement is effective from the signing date as indicated below and continues until the termination date of the sales contract or any other commercial contracts/ agreements between the parties hereto.

本协议自双方如下所示的签署日期生效，并持续至销售合同或双方之间的任何其他商业合同/协议的终止日期。

签署日期:

Signing Date:

签订地点: 中国江苏无锡锡山

Signing Place: Xishan, Wuxi, Jiangsu, CHINA

甲方: 通用橡胶(泰国)有限公司

The Party A: GENERAL RUBBER (THAILAND) CO., LTD

乙方:

The Party B:

为共同制止商业贿赂行为，维护甲乙双方的合法权益，根据有关法律规定，经甲乙双方协商一致，达成如下禁止商业贿赂协议书，以资双方信守履行。

In order to jointly stop commercial bribery and safeguard the legitimate rights and interests of both parties, according to the relevant laws and regulations, Party A and Party B have reached the following agreement on prohibiting commercial bribery through consultation, so that both parties can abide by it.

一、乙方保证在同甲方及其关联公司业务往来过程中，不向甲方人员进行商业贿赂。

1. Party B promises not to bribe Party A's personnel in business dealings with Party A and its affiliated companies.

二、若乙方供应的设备出现以次充好，或通过欺瞒、干扰等方式为隐瞒实际质量问题而向甲方及关联公司相关工作人员进行贿赂的，乙方须承担违约金 20 万元/次，造成实际损失的，乙方还应赔偿给甲方及关联公司；若乙方再次出现前述情形，除须承担上述违约金及损失赔偿金外，甲方及关联公司还有权单方面解除与乙方的商业合同。

2. If the equipment supplied by Party B is shoddy, or bribes the relevant staff of Party A and its affiliated companies to conceal the actual quality problems through deception or interference, Party B shall bear a penalty of RMB 200,000/time, and if actual losses are caused, Party B shall also compensate Party A and its affiliated companies; If Party B occurs the above situation again, Party A and its affiliated companies have the right to unilaterally terminate the commercial contract with Party B in addition to the above liquidated damages and damages.

三、乙方保证在同甲方及关联公司业务往来过程中，不以向甲方及关联公司人员出借财物的名义，掩盖间接商业贿赂的目的，否则按照商业贿赂的行为处理。

3. Party B promises not to cover up the purpose of indirect commercial bribery in the name of lending property to the personnel of Party A and its affiliated companies in the course of business dealings with Party A and its affiliated companies, otherwise it will be treated as commercial bribery.

四、双方确认：本协议所约定的违约金并不过高，双方均予接受。

4. Both parties confirm that the liquidated damages agreed in this agreement are not too high, and both parties accept it.

五、争议解决：凡因执行本合同所发生的或与本合同有关的一切争议，双方应先进行协商，求得妥善解决。如果协商不能解决时，任何一方均有权向合同签订地人民法院提起诉讼。

5. Dispute settlement: All disputes arising out of or in connection with this contract shall be properly settled through negotiation by both parties. If no settlement can be reached through negotiation, either party could bring a lawsuit to the people's court where the contract is signed.

六、本协议一式两份，双方各执一份，经双方盖章后生效。合同为中英文文本，两种文本具有同等法律效力。若两种文本不一致，以中文文本为准。复印件、扫描件有效。

6. This Agreement is made in duplicate, one for each party, and shall come into force after being sealed by both parties. The contract is in Chinese and English, and both texts have the same legal effect. If the two versions are inconsistent, the Chinese version shall prevail. Copies and scanned copies are valid.

<p>甲方：通用橡胶（泰国）有限公司 The Party A: GENERAL RUBBER (THAILAND) CO., LTD</p>	<p>乙方： The Party B:</p>
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注：

Note:

商业贿赂：是指乙方为向甲方供应货物或提供服务或者购买物资而采用财物或者其他手段贿赂甲方单位人员的行为。

Commercial bribery refers to the behavior that Party B uses property or other means to bribe the personnel of Party A in order to supply goods or services to Party A or purchase materials.

财物：是指现金（包括含有金额的银行卡、会员卡、代币卡/券）和实物，包括乙方假借促销费、辛苦费、活动费、劳务费、咨询费、佣金、回扣、拜年费等名义，或者以报销各种费用等方式，给付甲方单位人员的钱财等。

Property refers to cash (including bank cards, membership cards, token cards/vouchers with a sum of money) and physical objects, including money paid by Party B to Party A's employees in the name of promotion fees, hard work fees, activity fees, service fees, consulting fees, commissions, kickbacks, New Year's greetings and other expenses.

其他手段：是指提供国内外各种名义的旅游、考察、娱乐性高消费等给付财物以外的其他利益的手段。

Other means refers to the means of providing other benefits other than property, such as tourism, investigation, entertainment and high consumption in various names at home and abroad.