



## TIANHENG CONSULTING INC.

130 Terence Matthews Cres, Suite C2, Kanata, ON K2M 0J1, Canada

Phone: +1-613-220-8490

Email: [info@TianHengconsulting.com](mailto:info@TianHengconsulting.com)

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### FCC US Agent Service Agreement

This Services Agreement (the “Agreement”) is entered into as of the date of the last signature below (the “Effective Date”) by and between TianHeng Consulting Inc. (“**TianHeng**”), with principle place of business at 130 Terence Matthews Cres, Suite C2, Kanata, ON K2M 0J1, Canada, and ShenZhen YaWell intelligent Technology Co.,Ltd. (“**the Client**”), with office at A402 Wuhan University, Shenzhen Research Institute, No. 6 Yuexing 2nd Road Gaoxin District YueHai Street, Nanshan District, Shenzhen, China.

#### 1. Introduction

Working together with our partner company in Wilmington, MA, United States, TianHeng Consulting Inc. is pleased to provide FCC U.S. Agent services to clients outside of United States requiring an U.S. Agent to fulfill the FCC Part 2.911(d)(7) requirements for the FCC ID application procedure.

**Note:** this service agreement is for **one FCC ID only** and covering the following product(s).

**Product Name:** Smart Watch

**FCC ID:** 2AOM3-S46

**Model Number(s):** S46, S45, S47, S48, S48T, S49, S50, S51, S52, S53, S54, S55, S56, S57, S58, S59, S60, S61, S62, S63, S64, S65, S66, S67, S68, S69, S70, S71, S72, S73, S74, S75, S76, S77, S78, S79, S80, S81, S82, S83, S84, S85, S86, S87, S88, S89, S90, S91, S92, S93, S94, S95, S96, S97, S98, S99, S100

#### 2. Responsibilities of TianHeng Consulting Inc.

1) TianHeng Consulting Inc. (TianHeng) hereby agrees with ShenZhen YaWell intelligent Technology Co.,Ltd. that TianHeng will provide FCC U.S. Agent Service to the Client, for the term as set forth in this agreement, starting from the signatory date of this agreement.

2) The details of the U.S. Agent are:

**Company Name:** TianHeng Consulting, LLC

**Address:** 392 Andover Street, Wilmington, MA 01887, United States

**Phone:** +1 (617) 997-4010

**Email:** [tianhengconsulting@gmail.com](mailto:tianhengconsulting@gmail.com)

3) TianHeng Consulting Inc. ensures that TianHeng Consulting, LLC will fulfill the FCC Part 2.911(d)(7) requirements and take the obligation of the designated U.S. agent for service of process for the above referenced FCC ID..

**Note:** TianHeng Consulting, LLC. is not actually responsible for the initial and ongoing compliance of the Client products to FCC Certification requirements. It is the



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Client's responsibility to ensure the product meets and maintain continuous compliance for FCC regulations.

- 4) TianHeng agrees to keep the Client advised on any phone calls, emails, letters or any other FCC notifications regarding the Client products mentioned above.

### **3. Responsibilities of the Client**

- 1) The Client agrees to provide TianHeng with up-to-date contact info of their company.
- 2) The Client shall provide all the applicable test reports for the products.
- 3) The Client shall take necessary steps to assure that the production units of all their products will continue to comply with the FCC Commission's requirements.
- 4) If The Client makes any modifications to their products after the FCC Certification, or makes other relevant changes, it is the Client's responsibility to ensure that the modified products continue to comply with all FCC requirements.

### **4. Service Term**

Service Term		FCC ID
<input type="checkbox"/>	5 years starting from the signatory date of this agreement.	One FCC ID
<input type="checkbox"/>	1 year starting from the signatory date of this agreement.	Unlimited
<input type="checkbox"/>	3 years starting from the signatory date of this agreement.	Unlimited

### **5. Termination**

TianHeng has the right to terminate this agreement if the Client fails to pay the fee within the above set time frame or fails to fulfill the Client responsibilities as set forth in this agreement.

Client has the right to terminate this agreement with at least 2 weeks of written notice.

### **6. Renewal**

After this agreement expires, extension and fee of the U.S. Agent would be agreed by mutual consent.

### **7. Non-disclosure**

- 1) A party receiving information ("Receiving Party") shall not disclose, publish, or disseminate the Confidential Information (as defined below in clause 7(2)) of the party providing that information ("Disclosing Party") to anyone other than those of such Receiving Party's employees and consultants with a need to know, and who are bound by a written agreement, enforceable by Disclosing Party, to protect the confidentiality of such Confidential Information, or to any individual as may be required by legal process. Each party agrees to take reasonable precautions, but in no event less than due care, to prevent any unauthorized use, disclosure, publication, or dissemination of the other party's Confidential Information. Each party agrees to



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accept the other party's Confidential Information for the sole purpose of carrying out such Receiving Party's authorized activities under this Agreement. Each party agrees not to use the Confidential Information of the other party for its own or any third party's benefit without the prior written approval of an authorized representative of the Disclosing Party in each instance. In the event a Receiving Party is required to disclose Disclosing Party's Confidential Information by an order of a court or governmental agency or pursuant to an applicable law, the Receiving Party shall first give written notice to the Disclosing Party to allow the Disclosing Party to make a reasonable effort to obtain a protective order or other treatment of the Confidential Information most appropriate to the protection of its confidential nature.

- 2) "Confidential Information" means confidential and proprietary information of either party that is disclosed to the other party which, in the case of written information, is marked "confidential" or "proprietary" and which, in the case of information disclosed orally, is identified at the time of the disclosure as confidential and proprietary. Confidential Information shall not include information that: (i) is now or subsequently becomes generally available to the public through no fault or breach of the Receiving Party; (ii) the Receiving Party can demonstrate by its written records to have had rightfully in its possession prior to disclosure by the Disclosing Party; (iii) is independently developed by the Receiving Party without the use of any Confidential Information, as evidenced by its written records; or (iv) the Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it.

### **8. General Provisions.**

- 1) The parties shall perform their obligations under this Agreement as independent contractors. Nothing contained in this Agreement shall be construed to imply a joint venture or principal and agent relationship between the parties and neither shall have the right to create any obligation, express or implied, on behalf of the other.
- 2) To the extent applicable, TianHeng and the Client each agree that it will perform its obligations under this Agreement in accordance with all applicable laws, rules and regulations now or hereafter in effect.
- 3) This Agreement shall be governed by the laws of Ontario, Canada, irrespective of its choice of law principles.

### **9. THIS AGREEMENT IS A CONFIDENTIAL DOCUMENT.**

ShenZhen YaWell intelligent  
Technology Co.,Ltd.

Address:

A402 Wuhan University, Shenzhen Research  
Institute, No. 6 Yuexing 2nd Road Gaoxin District  
YueHai Street, Nanshan District, Shenzhen, China.

Name: Yves Yu

Title: Manager

Phone: 15118105903

Feb.08 , 2023

Signature and date

TianHeng Consulting Inc.

Address:

130 Terence Matthews Cres, Suite C2,  
Kanata, ON K2M 0J1, Canada

Name: Yingzhi Chen

Title: President

Phone: +1 (613) 220-8490

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Signature and date