

US Agent Agreement

Part A/甲方	
Name(名称):	Shenzhen Oupinda Technology Co., Ltd
Add(地址):	Building 318, B, Hangcheng Smart Security Science Park, Sanwei Community, Hangcheng Street, Baoan District, Shenzhen, China
Contact Person(联系人):	Chen Yuling
Tel(联系电话):	15915938194
E-mail(邮箱):	343553789@qq.com
FCC ID:	2BCLW-HW50
FCC FRN:	0034158097
Party B/乙方	
Name(名称):	GRZAN GROUP INC.
Add (地址):	8825 53 AVE ELMHURST, NY 11373
Contact Person(联系人):	Andy Smith
E-mail(邮箱):	info@grzan-ar.com
Tel(联系电话):	+1 (332) 201-5192
FCC FRN:	0034499368

Party A hereby appoints Party B as the authorized US Agent for their products, Party B accepts the appointment to be the authorized US Agent for Party A in the market of US. Both parties enter this agreement as follow, medical devices, Cosmetics (chemical products), ropeways, civilian explosives, hot water boilers and lifts are not included.

甲方任命乙方为他们产品的美国授权代表，乙方接受甲方任命，双方签署下列协议，不包含医疗器械，化妆品(化学类产品)，索道装置，民用爆炸物，热水锅炉和升降机。

Product Name	Brand	Models	Test standard
智能手表 Smart Watch	/	HW50, HW90, HW91, HW92, HW93, HW95, HW96, HW97, HW98, HW99, HW100, HW200, HW500, HW600	FCC ID

Obligations and Liabilities of Party A

甲方职责和义务

1. Party A assures to provide their updated product list of all products which are sold in United States market to Party B.

甲方确保向乙方提供最新的其在美国市场销售的产品清单。

2. If there are any changes of products and update of technical file, Party A shall notify Party B with change notification in electronic copy as soon as possible. Party A shall send relevant information to Party B's email listed as above within one week upon changing information.

产品如有改变，技术文件如有更新，甲方需要在更新信息产生后一周之内以电子邮件的形式将相关信息发送到乙方以上电子邮箱。

3. Assisting the Party B to respond the questions concerning Party A's products that are imported or offered for import to the United States.

如果乙方遇到有关针对进口到美国市场的甲方产品的任何问题时，甲方应协助乙方做出回答。

4. Party A shall be responsible for any business dispute such as claim for compensation caused by medical accident after sale, party B shall handle the dispute in accordance with the authorization of party A. All the

expenses which should be confirmed by party A occurred during the party B's handling of the accident shall be borne by party A.

甲方应对销售后发生的任何医疗事故或质量索赔等业务纠纷负责。乙方根据甲方的授权，协助甲方联络处理。在事故处理中乙方支付的相关费用需甲方确认后由甲方承担。

5. Party A should appoint one person as the primary linkman who connects with Party B and deal with the normal daily grind according to this agreement. Information of both Parties' linkman should be written in Page one. The information delivered to the primary linkman who connects with Party A by Party B shall be deemed as delivery to Party A and the instruction provided by the primary linkman who connects with Party A shall be deemed as the instruction from Party A.

甲方需指定一人，作为甲、乙双方的第一联络人，主要职责是与乙方共同协调、处理本协议条款规定范围内的日常工作。双方联络人的联络方式记录在本协议的第一页。乙方送达给甲方联络人的信息视作送达给甲方，甲方联络人给出的相关指示视作甲方给出的指示。

6. Party B is released by Party A of any liability relating to the products manufactured by Party A.

甲方承诺，乙方不对甲方生产的产品承担任何索赔责任。

Party A will be fully responsible for the performance of its products and will hold Party B harmless against any liability claim arising from the use of the products manufactured by Party A.

甲方为其产品性能承担全部责任，并将确保乙方不会因为甲方生产的产品在使用过程中产生的任何责任索赔而承担损失。

7. If Party A cannot provide the required technical file to Party B within 30 days after approval of this agreement, the agreement will be terminated automatically, and Party A should take on any aftereffect by itself. The technical files should be the electronic copy (PDF/WORD/JPG/vision).

如果甲方在认证结束取得证书之后的30天内，仍然没有提供给乙方符合要求的合规技术文档的，本协议将自动终止，甲方应自行承担任何后果。文件可以是 PDF/WORD/JPG/ 格式的任何一种

Obligations and Liabilities of Party B

乙方的职责和义务

1. Party B shall appoint one person as the primary linkman whose responsibility is to connect with Party A and deal with the normal daily grind according to this agreement. The information of both Parties' linkman was written in first page of this contract.

乙方需指定一人，作为甲、乙双方的第一联络人，主要职责是与甲方共同协调、处理本协议条款规定范围内的日常工作。双方联络人的联络方式记录在本协议的第一页。

2. Party B shall keep all technical files and information of Party A's in confidentiality.

乙方应对甲方技术文档和资料保密。

3. Party B shall not be responsible for the authenticity of the documents provided by Party A. If the documents provided by Party A are false, all responsibilities shall be borne by itself.

乙方不对甲方提供的文件的真实性负责。甲方提供文件如有造假，一切责任自行承担。

4. In case of any dispute between Party A and the customer, Party B shall not provide any legal advice. Party B shall also not provide suggestions to Party A on the design, production, packaging, labeling, storage, installation, maintenance and preservation of product archives, as well as the quality system management and control in compliance with the requirements.

如果甲方与客户在任何问题上发生争执，乙方不提供任何法律咨询。乙方也不应在产品的设计，生产，包装，标签，储存，安装，维修和产品档案的保存等官方要求的质量系统管理和控制的问题上为甲方提供建议。

5. Party B has no obligation to assist Party A in applying for the license and formalities for the import of its products into the United States.

乙方没有义务协助甲方申请其产品进口到美国的许可证和手续。

Contract Language 合同语言

This agreement exists in English and Chinese language. The English version is solely for information purposes. The Parties agree that the Chinese version of this agreement alone shall prevail with legally binding effect.

本协议为中文和英文的对照版本英文只是起翻译作用，本协议内容以中文为准。

Signature (签字):



Signature (签字):

Company Stamp (公章):

Company Stamp (公章):

Date (日期):

Andy Smith

Date (日期): 2024. 6. 13