

## U.S Authorized Representative Service Agreement

### This agreement is made between

Company name: Ark Union Technology (Shenzhen) Co., Ltd.

Company address: Room 1111, Huiyi Fortune Building, No. 9 Zhongxin Road, Gaofeng Community, Dalang Street, Longhua District, Guangdong Province, China

Unified social credit ID:91440300MA5FTCWJXJ

Product link:[https://www temu.com/mall.html?mall\\_id=634418213194147](https://www temu.com/mall.html?mall_id=634418213194147)

Platform:TEMU

Legal representative:Dong, Daoqiang

Company phone number:+86 18516586866

Company e-mail: dongdq@outlook.com

Hereafter referred to as “<Party A>”,

and

Company name:Mars Register Agent LLC

Company address: 8932 Mission Dr #207 ROSEMEAD CA U.S 91770

Contact name: Jessie Peng

Company phone number: +1 818 579 7288

Company e-mail: jessie@registeragentllc.com

Company Fax: +1 818 688 3208

Hereafter referred to as “<Party B>”,

### Purpose of agreement

- <Party B> has its registered place of business in United States. hereafter referred to as “<AREA>”,
- <Party A> intends to export certain products into <United States>.
- <Party B> is willing to assist <Party A> as its Authorized Representative in the Area for the contacts between <Party A> and authorities in the Area.

### General terms

- <Party B> is and shall remain an independent contractor and is not and shall not be deemed to be an employee, joint venture, partner or franchisee of <Party A> for any purpose whatsoever.
- <Party B> is not appointed, and this Agreement shall not be interpreted to imply its appointment, as “<Party A>” nor “importer”, nor “distributor” as those terms are used in the Directives. <Party B> assumes no responsibility, and expressly disclaims, any liability hereunder or implied by Law for the fitness, suitability, marketability, safety, functionality, or legal compliance of any <Party A> product.
- <Party B> shall not be liable for any failure of delay in performance due to any causes beyond <Party B>’s reasonable control, including but not limited to, acts of nature, acts of governments,

international unrest, fires and floods.

### **Responsibilities of <Party B>**

- Assisting authorities in communications with the foreign establishment,
- Responding to questions concerning the foreign establishment's devices that are imported or offered for import into the United States,
- Assisting authorities in scheduling inspections of the foreign establishment and
- If authorities are unable to contact the foreign establishment directly or expeditiously, authorities may provide information or documents to the U.S. agent, and such an action shall be considered to be equivalent to providing the same information or documents to the foreign establishment.

Please note that <Party B> has **no responsibility** related to reporting of adverse events.

### **Authorized Representative Status**

- The <Party A> hereby appoints <Party B> as its exclusive authorized representative in the Area.
- This agreement will be valid for 1 year from 2024/5/31 to 2025/5/30

<Party A> could choose to renew the agreement by then, otherwise this agreement will be terminated automatically.

### **Obligations of <Party A>**

- **Product recalls and advisory notices;** <Party A> is responsible for initiating and executing all activities related to any product recalls and/or advisory notices.
- **Liability;** <Party B> is released by <Party A> of any liability relating to the general devices manufactured by <Party A>. <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>. Any liabilities for damage to any third party attributed to service stipulated herein provided by <Party B>, <Party A> shall bear all liabilities for damage and undertake to exempt any responsibilities of <Party B> to any third party. If it is required for <Party B> to employ any expert and counsel, especially to employ legal counsel to provide consultation and legal agency, <Party A> shall bear all relevant fees caused by the employment and pay such fees in advance upon request of <Party B>.
- **Address/contact reference;** Information of <Party B> can only be used as U.S contact Agency on <Party A>. <Party A> shall inform <Party B> whether to renew the contract 30 days before the contract expiration date.
- **Payment;** <Party A> shall pay the fee for Authorized Representative service in 3 Calendar days on appointed bank account or payment collecting account.

### **Duration of Agreement**

This Agreement takes effect on the date of its signing by both parties and will automatically renew on each anniversary unless terminated (i) by either party by written notice to the other

with a notice period of not less than ninety (90) days, or (ii) as provided in section 'Termination' below.

**Termination**

"Material Breach" in the meaning of this section shall include but not be limited to:

- (a) <Party A> not providing <Party B> information or support pursuant to an explicit obligation under this Agreement; and
- (b) <Party A>'s non-fulfilment of national law requirements causes <Party A> to infringe national and/or <AREA> law.

The Agreement may be terminated immediately by a party upon written notice to the other party of no less than (30) days stating grounds constituting good cause. Good cause shall be deemed to exist if the circumstances would make it unreasonable for the non-defaulting party to continue performing the Agreement, including one or more of the following events:

- the other party fails to promptly cure a Material Breach of this Agreement not later than thirty (30) days after notice reasonably specifying the breach, and/or fails to remedy the consequences of such breach. If the defaulting party fails to cure the default within said time frame, this Agreement terminates automatically without further notice;
- the other party chronically engages in conduct or withholds cooperation in a manner that makes the non-defaulting party's performance under this Agreement untenable;
- the other party ceases to conduct business in the normal course; becomes insolvent; makes a general assignment for the benefit of creditors; suffers or permits the appointment of a receiver, trustee, or similar officer for its business or assets; engages in fraudulent transfers; or files for bankruptcy or protection of creditors.

If the contract is terminated, <Party A> will be prohibited from continuing to use <Party B>'s information, and <Party B> will take necessary measures to randomly select and test that <Party B>'s information has not been stolen or abused in the United States region. Once it is discovered that <Party A> has illegally used <Party B>'s address and other information, <Party B> has the right to resort to legal means and impose a fine of at least \$6000.

<Party A> cannot authorize or transfer this entrustment relationship to other third parties.

**Effect of Termination**

- Discontinue References; Following termination of this Agreement, <Party B> shall cease to fulfill any relevant duties and responsibilities.
- Continuing Obligations; Obligations stop as long as this Agreement is terminated.

Signature *Dong daoqiang*

Signature *Jessie P...*

[Name] *Dong daoqiang*

[Name of U.S. agent] *Jessie P...*

[Title] *GM*

[Title of U.S. agent] *found*

[Company] *Ark Union Technology (shenzhen) Co., Ltd.*

[Company of U.S. agent] *Mar. Register Agent LLC*

