



## **FCC 22-84 US Agent for Service of Process Contract**

This Contract for Service is made effective by and between Innovation ZED LTD with a corporate address of NovaUCD, Belfield Innovation Park, Belfield, Dublin 4, Ireland (the “recipient”), and **Americas Compliance Consulting LLC dba iCertifi**, with an address of 1001 SW Disk Drive, Suite 250, Bend, Oregon 97702 USA.

**DESCRIPTION OF SERVICES.** Beginning on 31/03/2023, **Americas Compliance Consulting LLC dba iCertifi**, will provide to the “recipient” the following services (collectively, the “Services”). Please choose the level of support required:

**OPTION 1: PER CERTIFICATION**

- Limited to One (1) FCC ID/Model Agent for Service of Process Representative Service
- Validity: Permanent

FCC ID/Model Number: 2A9FH-IZDOSE001

**OPTION 2: UNLIMITED MODELS- 1 Year**

- Unlimited FCC ID/Model Agent for Service of Process Representative Services
- Validity: 1 Year
- Note: All models must be developed or sold under the client's name.

**OPTION 3: UNLIMITED MODELS- 3 Years**

- Unlimited FCC ID/Model Agent for Service of Process Representative Services
- Validity: 3 Years
- Note: All models must be developed or sold under the client's name.

**OPTION 4: UNLIMITED MODELS- 5 Years**

- Unlimited FCC ID/Model Agent for Service of Process Representative Services
- Validity: 5 Years
- Note: All models must be developed or sold under the client's name.

### **FCC 22-84 US Agent for Service of Process as outlined within the FCC regulations:**

FCC 22-84 986446 D0, section 2.911(d)(7), of Protecting Against National Security Threats to The Communications Supply Chain Through the Equipment Authorization Program states:

***Certification designating a U.S. agent for service of process. As required by section 2.911(d)(7), the applicant must designate a contact located in the United States for purposes of acting as the applicant’s agent for service of process,***

**Proprietary & Confidential Statement:** This document and the information disclosed within, including the document structure and contents, are confidential and the proprietary property of iCertifi Global Approvals. LTD. and are protected by patent, copyright and other proprietary rights. Any disclosure to a third party in whole or in part in any manner is expressly prohibited without the prior written permission of iCertifi.



*regardless of whether the applicant is a domestic or foreign entity. An applicant located in the United States may designate itself as an agent for service of process.*

*In either scenario, the designation of the U.S. agent for service of process should be provided as an attachment to the equipment authorization application (the attachment to the equipment authorization application*

*i. Be signed by both the applicant and designated agent for service of process, if the agent is different from the applicant.*

*ii. Acknowledge the applicant's consent and the designated agent's obligation to accept service of process.*

*iii. Provide a physical U.S. address and email for the designated agent.*

*iv. Acknowledge the applicant's acceptance to maintain an agent for no less than one year after the grantee has terminated all marketing and importation or the conclusion of any Commission-related proceeding involving the equipment.*

**SERVICE TO INCLUDE.** Americas Compliance Consulting LLC dba iCertifi will respond to all FCC enquiries and requests in reference to FCC 22-84 986446 D0 to ensure compliance to these regulations. iCertifi also will provide a physical U.S. address and email to the foreign manufacturer and a compliant Attestation Letter.

**1. RESPONSIBILITY OF AMERICAS COMPLIANCE CONSULTING LLC DBA ICERTIFI.** iCertifi shall provide the "recipient" with an Attestation Letter signed by the authorized officer of iCertifi which will be valid for the period outlined within the selected service option on page one of this agreement.

**TERMS OF CONTRACT.** Depending on the service option selected, this contract will terminate automatically as follows:

- **Option 1:** Permanent Validity with no termination date.
- **Option 2:** Upon the 1-year anniversary date of the executed contract date.
- **Option 3:** Upon the 3-year anniversary date of the executed contract date.
- **Option 4:** Upon the 5-year anniversary date of the executed contract date.

**5. DEFAULT.** The occurrence of any of the following shall constitute a material default under this contract:

- The failure to make the required payment when due.
- The insolvency or bankruptcy of either party.
- The failure to provide support within the timeframe requested by FCC.

**6. ATTORNEY'S FEES AND COLLECTION COSTS.** If there is a dispute relating to any provisions in this contract, the prevailing party is entitled to, and the non-prevailing party shall pay, the cost and expenses incurred by the prevailing party in the dispute, including but not limited to all out-of-pocket costs of collection, court costs, and reasonable attorney fees and expenses

**7. REMEDIES.** In addition to all other rights a party might have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this contract, (including without limitation the failure to make a monetary payment when due), the other party may terminate the contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing



- 8. FORCE MAJURE.** If performance of this contract or any obligation under this contract is prevented, restricted, or interfered with by cause beyond either party's reasonable control, ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders of acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with responsible dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
- 9. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the manner is not resolved by negotiations within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the United States Arbitration Act. The arbitrator's award will be final, and judgement may be entered upon it by any court having proper jurisdiction.
- 10. ENTIRE AGREEMENT.** This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreement between parties.
- 11. SEVERABILITY.** If any provisions of this contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that the limiting such provision it would become valid and enforceable, then such provisions will be deemed to be written, construed, and enforced as so limited.
- 12. AMENDMENT.** This contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.
- 13. GOVERNING LAW.** This contract shall be construed in accordance with the laws of the State of Oregon within the United States.
- 14. NOTICE.** Any notice or communication required or permitted under this contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
- 15. WAIVER OF CONTRACTUAL RIGHTS.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract.
- 16. ATTORNEY'S FEES TO PREVAILING PARTY.** In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.
- 17. CONSTRUCTION AND INTERPRETATION.** The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in mutual effort.



**18. ASSIGNMENT.** Neither party may assign or transfer this contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Date: 31/03/2023

America Compliance Consulting LLC dba iCertifi  
Paul Preston  
President/CEO

Company: Innovation Zed LTD  
Name: Dean Minnock  
Title: CEO