



REPRESENTATIVE SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (the "Agreement") is made and entered into as of the date specified below by and between:

Americas Compliance Consulting LLC, doing business as **iCertifi**,
2445 NE Division Street, Suite 202
Bend, Oregon 97703, United States
(hereinafter referred to as the "**Provider**"),

And

DUCTECH Co., Ltd.
8F, No. 202-16, Zhonghua Rd., Yongkang Dist., Tainan City 710, Taiwan
(hereinafter referred to as the "**Client**").

RECITALS

WHEREAS, the Provider is engaged in the business of providing regulatory compliance services, including but not limited to:

- **FCC SDoC Responsible Party Services**
- **FCC 22-84 Agent for Service of Process Services**
- **Canadian ISED Representative Services** (performed by iCertifi Global Approvals, LTD, 380 Wellington Street Tower B, 6th Floor, Suite 656, London, Ontario, N6A 5B5, +1 (226) 663-3170, ised@icertifi.com)
- **Canadian ICES-003 SDoC Representative Services** (performed by iCertifi Global Approvals, LTD, 380 Wellington Street Tower B, 6th Floor, Suite 656, London, Ontario, N6A 5B5, +1 (226) 663-3170, ised@icertifi.com)

WHEREAS, the Client desires to engage the Provider to render one or more of these services as set forth in this Agreement; and

WHEREAS, the parties wish to set forth the terms and conditions under which such services shall be provided;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **the parties hereto agree as follows:**

1. SERVICE SELECTION & DURATION

The Client hereby engages the Provider to perform one or more of the following representative services under the indicated contractual term. **Please check** the relevant box(es) for each service:

1.1 FCC 22-84 AGENT FOR SERVICE OF PROCESS

1. ☒ **Single Model (Unlimited Duration)**
• **Model Number:** **TE-ACRT**



- **FCC ID: 2BOTYTE-ACRT**
 - Valid indefinitely for one (1) model from the same brand, unless terminated in accordance with this Agreement.
2. ☐ **1 Year (Unlimited Models, Single Brand)**
 3. ☐ **3 Years (Unlimited Models, Single Brand)**
 4. ☐ **5 Years (Unlimited Models, Single Brand)**

Client's Initials (FCC 22-84): **Liu Zi-Ping**

1.2 FCC SDoC RESPONSIBLE PARTY SERVICES

1. ☐ **Single Model (Unlimited Duration)**
 - **Model Number:** _____
 - Valid indefinitely for one (1) model from the same brand, unless terminated in accordance with this Agreement.
2. ☐ **1 Year (Unlimited Models, Single Brand)**
3. ☐ **3 Years (Unlimited Models, Single Brand)**
4. ☐ **5 Years (Unlimited Models, Single Brand)**

Client's Initials (FCC SDoC): _____

1.3 CANADIAN ISED REPRESENTATIVE SERVICES

1. ☐ **Single Model (Unlimited Duration)**
 - **Model Number:** _____
 - Valid indefinitely for one (1) model from the same brand, unless terminated in accordance with this Agreement.
2. ☐ **1 Year (Unlimited Models, Single Brand)**
3. ☐ **3 Years (Unlimited Models, Single Brand)**
4. ☐ **5 Years (Unlimited Models, Single Brand)**

Client's Initials (ISED): _____

1.4 CANADIAN ICES-003 SDoC REPRESENTATIVE SERVICES

1. ☐ **Single Model (Unlimited Duration)**
 - **Model Number:** _____



- Valid indefinitely for one (1) model from the same brand, unless terminated in accordance with this Agreement.
- 2. ☐ **1 Year (Unlimited Models, Single Brand)**
- 3. ☐ **3 Years (Unlimited Models, Single Brand)**
- 4. ☐ **5 Years (Unlimited Models, Single Brand)**

Client's Initials (ICES-003): _____

1.5 Validity Period

- **Start Date:** 05/19/2025
- **End Date:** Permanent (for Single Model, unlimited duration)

If **Single Model (Unlimited Duration)** is selected, coverage remains valid indefinitely for that one (1) model from the same brand, unless otherwise terminated in accordance with this Agreement.

If a fixed-term option (**1 Year, 3 Years, or 5 Years**) is selected, the validity period begins on the Start Date and ends on the End Date as specified. This period is tied to the selected service agreement and is limited to a single brand.

2. DESCRIPTION OF SERVICES

Based on the services selected under **Section 1**, the Provider agrees to render the following:

2.1 FCC Part 15b SDoC Responsible Party Services

1. Ensure the Client's products comply with all applicable FCC Part 15B regulatory requirements.
2. Draft and prepare the Supplier's Declaration of Conformity (SDoC) in accordance with FCC regulations.
3. Ensure proper and compliant labeling of the Client's products.
4. Address any and all FCC allegations of non-compliance.
5. Act as the primary point of contact with the FCC on behalf of the Client.

2.2 FCC 22-84 Agent for Service of Process Services

1. Act as the designated U.S. Agent for Service of Process under FCC 22-84 and Section 2.911(d)(7) of the FCC rules.
2. Receive, review, and process all official documents, legal notices, and other communications from the FCC.
3. Provide timely notification and forwarding of such documents to the Client.
4. Prepare and provide a legally compliant Attestation Letter verifying the Provider's role as the FCC Agent for Service of Process.
5. Respond to all FCC inquiries and ensure the Client's compliance with relevant regulations.

2.3 Canadian ISED Representative Services

1. Serve as the official Canadian representative for the Client in compliance with ISED requirements.
2. Issue a Canadian Representative Attestation Letter signed by an authorized officer of the Provider.
3. Respond to all ISED inquiries concerning the Client's certified products.
4. Arrange for the provision of audit samples upon ISED's request, with all associated costs to be borne by the Client.

2.4 Canadian ICES-003 SDoC Representative Services

1. Ensure the Client's products comply with Canadian ICES-003 requirements.
2. Review (but not draft) the ICES-003 Supplier's Declaration of Conformity (SDoC).
3. Provide an Attestation Letter confirming compliance with ICES-003 requirements.

3. GENERAL TERMS AND CONDITIONS

A. Payment Terms

The Client shall pay the Provider for the services rendered in accordance with the payment terms set forth in the applicable service-specific sections. Payment may be made via:

1. **NET30 Terms:** Payments must be made within thirty (30) days from the date of the invoice.
2. **Credit Card:** Payments made via credit card will incur a 3.5% service fee.
3. **ACH Transfer:** Payments can be made via ACH transfer without additional fees.

All payments shall be due as outlined above.

B. Default

The occurrence of any of the following events shall constitute a material default under this Agreement:

1. Failure to make any required payment when due.
2. Insolvency, bankruptcy, or any similar proceeding initiated by or against either party.
3. Failure to provide the required support within the time requested by the FCC or ISED.

C. Remedies

In the event of a material default by either party, the non-defaulting party shall have the right to terminate this Agreement upon providing written notice to the defaulting party. Such notice shall describe the nature of the default in sufficient detail to allow the defaulting party an opportunity to cure the default within thirty (30) days of the effective date of such notice.

D. Attorney's Fees and Costs

In the event of any dispute arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including, without limitation, all out-of-pocket costs of collection, court costs, and reasonable attorney's fees and expenses.

E. Force Majeure

Neither party shall be liable for any delay or failure in performance of its obligations under this Agreement if such delay or failure is due to causes beyond its reasonable control, including but

not limited to acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes, or other labor problems (other than those involving the party's employees), computer failures, telecommunications failures, or delays involving hardware or software not within the possession of the party.

F. Dispute Resolution

The parties agree to attempt in good faith to resolve any disputes arising out of or relating to this Agreement by friendly negotiations. If the matter is not resolved through negotiations within thirty (30) days, the parties agree to resolve the dispute through binding arbitration in accordance with the rules of the American Arbitration Association.

G. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, United States of America, without regard to its conflict of laws principles.

H. Assignment

Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

I. Severability

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

J. Amendments

This Agreement may be amended or modified only by a written instrument executed by both parties.

K. Notices

Any notice or other communication required or permitted under this Agreement shall be sufficiently given if delivered in person, by certified mail, return receipt requested, or by reputable overnight courier service to the addresses set forth below or to such other address as one party may provide to the other in writing.

L. Limitation of Liability

The total liability of the Provider for any claims, losses, or damages arising out of or relating to this Agreement, regardless of the cause of action, shall not exceed the lesser of five thousand U.S. dollars (USD \$5,000) or the total fees paid by the Client for the specific services giving rise to such claims, losses, or damages.

4. EXECUTION AND SIGNATURES

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.



Americas Compliance Consulting LLC, dba iCertifi

Signature: 
Name: Paul Preston
Title: President
Date: 05/19/2025
Location: United States

Address for Notices to Provider:
Americas Compliance Consulting LLC, dba iCertifi
2445 NE Division Street, Suite 202
Bend, Oregon 97703, United States
Email: ised@icertifi.com, fccagent@icertifi.com

Client: [MANUFACTURER_NAME]

Signature: [SIGNATURE_CLIENT]
Name: DUCTECH Co., Ltd. / Liu Zi-Ping
Title: GM

Date: mayo 27, 2025

Address for Notices to Client:

8F, No. 202-16, Zhonghua Rd., Yongkang Dist., Tainan City 710, Taiwan

