

US Importer Agreement

This agreement will be valid for 1 year from 2023.02.01 to 2024.02.01 Part A could choose to renew the agreement by then, otherwise this agreement will be terminated automatically. 此合同有效期为1年, 自2023年 2月1 日至 2024 年 2 月 1 日。到期后由甲方选择续约或合同自动失效。

Part A (甲方)	
Name(名称):	Dynanic (Shenzhen) Technology Limited
Add(地址):	20th Floor, Building 4, Tianan Cloud Park, Bantian St., Longgang District, Shenzhen, China
Zip Code(邮编):	518129
Contact Person(联系人):	Yoyo Yu
Tel/Fax(联系电话/传真):	13798432785
E-mail(邮箱):	Yoyo.yu@substanbo.com
Party B (乙方)	
Name(名称):	Dynanic Inc.
Add(地址):	16192 Coastal Hwy Lewes DE 19958, United States
Contact Person:	Monica
Tel/Fax:	+1 888-598-8875
E-mail:	monica.lin@substanbo.com

Party A hereby appoints Party B as the US importer for their products, Party B accepts the appointment to be the US importer for Party A in the market of US, Both parties enter this agreement as follow, the appointed product categories set out in below form:

甲方任命乙方为他们产品的美国进口商, 乙方接受甲方任命, 为甲方在美国市场的产品进口商, 双方签署下列协议, 委托的产品类别见下表:

序号/No.	证书编号/Certification No.	产品名称/ Product Name	型号/model
1	2A900-U3300S	2.2 Channel Detachable	U3300
		Soundbar	

Obligations and Liabilities of Party A 甲方职责和义务

- Ensure that the products listed in this agreement meet the requirements of relevant U.S. product safety standards; 确保本协议中列出的产品符合美国相关产品安全标准的要求;
- A qualified test report issued by a third-party laboratory accredited by FCC 获得FCC认可的第三方实验室颁发的测试合格的报告;
- Party A shall provide relevant technical documents to Party B, including but not limited to the following 甲方需提供给乙方相关的技术文件, 包括但不限于以下:
 - A qualified test report issued by a third-party laboratory accredited by FCC. FCC认可的第三方实验室颁发的测试合格的报告
 - Copy of the label, packaging and instructions for use 标签、包装、说明书副本

Obligations and Liabilities of Party B 乙方的职责和义务

- Only as an importer in the United States, it is reflected in the FCC file, and does not assume any substantive work content of the actual importer 仅作为美国的进口商体现在FCC文件上, 不承担实际进口商的任何实质工作内容;



2. Ensure the legality and authenticity of the company's main body in the United States 确保公司主体在美国的合法性和真实性;
3. Party B shall notify any information about the products, including any claims of customers and the competition company that produce the same products, to Party A. 乙方应将有关产品在美国境内的任何消息(包括客户投诉和同类竞争企业)及时通知甲方。
4. 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。

Service Fee 服务费用

1. Party A shall pay the service fees to Party B separately according to the agreement for the relevant service provided by Party B.
乙方提供本协议规定的相关服务, 甲方应当按照单独约定支付乙方服务费用。
2. Provided that Party A requires Party B to provide the service beyond scope stipulated herein, both parties shall agree relevant fees separately in writing.
如果甲方需要乙方提供超出本协议规定之外的服务, 甲乙双方应当对此另行书约定相关费用。

Liability for Breach of Contract 违约责任

- 1 During the period when Party B provides services, if Party A fails to strictly fulfill the obligations stipulated in this agreement, Party B has the right to terminate this agreement in advance and stop providing services. The consequences arising therefrom shall be borne by Party A itself, and Party B shall not be liable for the losses caused to Party A. Take any responsibility and Party B does not need to refund any fees paid by Party A.
在乙方提供服务期间, 如甲方未严格履行本协议约定之义务, 乙方有权提前终止本协议并停止提供服务, 由此产生的后果由甲方自行承担, 乙方不对因此给甲方造成的损失承担任何责任且乙方无需退还甲方支付的任何费用。
3. Under the condition that Party A strictly fulfills the obligations of this agreement, Party B shall not terminate the service under this agreement in advance, otherwise it shall compensate Party A for the losses caused to Party A due to the early termination of service by Party B.
在甲方严格履行本协议义务情况下, 乙方不得提前终止本协议项下服务, 否则应赔偿因为乙方提前终止服务而给甲方造成的损失
4. If any party changes the contact person without notifying the other party in writing and therefore causes losses to the other party, the party who changes the contact person shall be liable for compensation for the losses of the other party.
任何一方变更联系人而未书面通知另一方且因此给另一方造成损失的, 由联系人变更方承担赔偿责任

Others

1. Written Form Clause 书面形式
Amendments to this Contract shall only be valid when given in writing. The requirement of form may only be waived in writing. Verbal collateral agreements or modifications are not valid.
本意向协议的任何更改与补充均需以书面形式进行。这一规定同样适用于本条款(关于书面形式)的修改。口头协议和口头修改无效。
2. 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。

The agreement needs to be governed by the Chinese Courts, and the costs associated with any legal action to recover costs/expenses specified within this agreement, along with the legal fees and debt recovery costs associated with such action should be covered by the offending party.

该协议由中国法院管辖, 采取由本协议覆盖法律诉讼相关的费用, 以及与该诉讼相关的法律费用和债务追回费用, 均应由违约方承担。

3. Severability clause 可分割性条款

If any provision of this agreement or a provision incorporated herein later is or shall become invalid in whole or in part, or if this agreement or any modification thereof is found to have a gap, this shall not affect the validity of the remaining provisions. It is, however, the express intention of the parties to maintain the validity of the other provisions of the agreement under all circumstances. In place of any invalid provision or to fill a gap, a valid and enforceable provision shall be agreed which most closely corresponds legally and economically to that which the parties intended or would have intended within the meaning and purpose of the agreement and any later modifications, if they had considered this issue when concluding the agreements. If the invalidity of any provision is due to a measure of performance or time (time-limit or date) stated therein, a measure of performance which most closely corresponds to the original measure in a legally admissible way must be agreed for this provision.

如若本协议中的条款或者其补充于现在或者将来无效, 其他部分不受其影响, 该规定同样也适用于协议内容缺失的情形。但协议双方明确表示, 上述可分割性条款是为了确实保证合同其它部分不因合同部分无效而整体无效受到影响。就无效条款和缺失部分, 协议双方应当在法律允许的范围内本着最接近原有合同目的, 最能达到共同预期为标准, 达成有效的补充规定, 以替代该无效条款或者填补协议内容的缺失。

(c) Party A doesn't pay off the service fee according to this agreement and refuse to explain on the deadline.

甲方没有按协议规定的最后期限内付清美国代表服务费用, 又不作解释的。

4. No other rights or obligations are applied to Party A or Party B other than specified in this agreement.除本协议外, 甲、乙双方不赋予其他权利和义务。

PART A(甲方):

PART B(乙方):

Signature(签字):

Signature(签字):

Company Stamp(公章):

Company Stamp(公章):

Date(日期):

2023-2-1

Date(日期):2023-2-1