

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, regardless of whether the applicant is a domestic or foreign entity. An applicant located in the United States may designate itself as the 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 applicant must provide a written certification, which must:

- 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.

Unofficial information provided by FCC personnel on February 14, 2023, via the monthly call with the TCB Council:

The Agent for Process of Service:

- cannot be a TCB or affiliated with a TCB (e.g. could not be a person who works for a TCB or a company that owns or is owned by the TCB)
- cannot be a [FCC recognised] Lab or affiliated with a test lab (e.g. could not be a person who works for a Lab or a company that owns or is owned by the Lab)
- Agent can be Individual Entity or a Company Entity
- Agent Entity must be located in US, US address/phone
- Entity acting as Agent must have FRN (best practice, put FRN on Agent Letter)
- Agent letter does not have to be FCC ID specific, can be general Agent for Grantee

For devices being marketed or for which marketing has ceased for less than 1 year, if the Agent for Process of Service changes, then for every TC Number the TCB must request the FCC to put application into Audit Mode and Agent Letter needs to be updated (superseded).

NOTE: The U.S. Agent for Service of Process should not be confused with the authorized agent used for signing the 731 form, other cover letters within the application, and/or the agent who may interface with the TCB.



Wireless Broadband Anywhere

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FAX: +886-3-598-5585

U.S. Agent Designation for Service of Process

ATTENTION: Federal Communications Commission
Authorization and Evaluation Division
7435 Oakland Mills Road
Columbia, MD 21046 USA

REGARDING: FCC Certification – Section 2.911(d)(7) Information

Designated U.S. Agent

Company Name: Approve-IT, Inc.

Contact Name: Nathan Grinager

Street Address: 8011 34th Ave South, Suite 342

City/Province/Zip: Bloomington, MN 55425

Telephone No: 651-247-1678

Email: team@approve-it.net

FRN #: 0027533835

This letter is to confirm that we ("the Designated U.S. Agent") have accepted the responsibility to act as the Designated U.S. Agent for Service of Process as required by section 47 CFR 2.911(d)(7) on behalf of the Applicant noted below.

U.S. Agent Signature: 

Date: August 18, 2025

Signed by (Printed Name/Title): Nathan Grinager / Co-President

The Applicant confirms its explicit consent and acknowledges that they must maintain an agent for no less than one year after terminating all marketing and importation OR the conclusion of any Commission-related proceeding involving the equipment. The applicant further acknowledges their responsibility to inform the FCC whenever the Designated U.S. Agent information above changes.

Applicant

Company name: **Gemtek Technology Co., Ltd.**

Grantee Code: MXF;

FRN: 0005801899

Contact Name: **Adam Wang**

Street Address: No.15-1 Zhonghua Road, Hsinchu Industrial Park

City/Province/Zip: Hukou, Hsinchu, Taiwan 303

Telephone No: 886 3-598-5535*1411

Email: adam@gemteks.com

Applicant Signature: 

Date: August 18, 2025

Signed by (Printed Name/Title): Adam Wang/ Manager

U.S. Agent for Service of Process – Terms & Conditions

Prepared by:

Nathan Grinager
Co-President
8011 34th Ave. South, Suite 342
Bloomington, MN, 55425, USA
Tel: 651-247-1678
Fax: 651-644-6057

1.0 Introduction: These Terms and Conditions are incorporated into the Approve-IT proposal made and submitted to you. The party executing this document ("Client") indicates acceptance of this proposal and that it is agreed that a resulting contract exists between Client and Approve-IT that governs the performance of the stated services and the rights and obligations of the parties and that Approve-IT may proceed with the work.

2.0 Approve-IT Services Relating to 2.911 Application Requirements: As required by the Application Requirements under 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. Section 2.911(d)(7) reads as follows:

(7) The applicant shall designate an agent located in the United States for the purpose of accepting service of process on behalf of the applicant.

(i) The applicant shall provide a written certification:

(A) Signed by both the applicant and its designated agent for service of process, if different from the applicant;

(B) Acknowledging the applicant's consent and the designated agent's obligation to accept service of process in the United States for matters related to the applicable equipment, and at the physical U.S. address and email address of its designated agent; and

(C) Acknowledging the applicant's acceptance of its obligation to maintain an agent for service of process in the United States for no less than one year after either the grantee has permanently terminated all marketing and importation of the applicable equipment within the U.S., or the conclusion of any Commission-related administrative or judicial proceeding involving the equipment, whichever is later.

As required by Section 2.911(d)(5), the applicant must also attest that their equipment is not prohibited from receiving approval and declare positively or negatively whether their company is identified on the Covered List. Section 2.911(d)(5) reads as follows:

(5) The applicant shall provide a written and signed certification that, as of the date of the filing of the application with a TCB: (i) The equipment for which the applicant seeks equipment authorization through

certification is not prohibited from receiving an equipment authorization pursuant to § 2.903; and (ii) An affirmative or negative statement as to whether the applicant is identified on the Covered List, established pursuant to § 1.50002 of this chapter, as an entity producing covered communications equipment.

Source: <https://www.ecfr.gov/compare/2023-02-06/to/2023-02-05/title-47/chapter-I/subchapter-A/part-2/subpart-J/subject-group-ECFR491b8ce5b4e7963/section-2.911>

Approve-IT, Inc. will provide local agency services as required and outlined above for clients that require a local agency in the United States. The scope of services is limited to this service only.

- This quotation is based upon information received to date from the client and may be revised upon the receipt of any additional information or alterations that may influence the timescale and/or cost aspects.
- Unless specified in this quotation, all shipping costs, import taxes, etc. are excluded and are the responsibility of the client.
- Total turnaround time is calculated from the time we receive all deliverables from the client including required documentation as determined by the scope of each project.
- Approve-IT, Inc. is offering Local Agency Services for your company. We cannot guarantee that products will gain approval. It remains your responsibility to ensure the product meets technical requirements and that your company has all the legal requirements in place.
- Approve-IT, Inc. reserves the right to cancel any project should client fail to allow the approval process to continue (e.g. not providing documentation, in-country representative, etc.). All fees applicable at the time of cancellation will be payable to Approve-IT, Inc. at that time.
- Additional technologies, product types or deliverables beyond the scope of this project will be considered separately and will be requested as necessary.

3.0 Indemnification: Client agrees to indemnify Approve-IT from any claims, damages, losses and costs including but not limited to, attorney's fees and litigation costs, to the extent caused by breach of this agreement, negligence or willful misconduct of Client in connection with the work described in this agreement and Approve-IT's proposal, and performance of the product with Client's customers. Additionally, Client agrees to defend, indemnify and hold Approve-IT harmless for all claims of violation of intellectual property rights of Client and any third party relating in any way to the work described in this document.

4.0 Warranty: Client agrees that Approve-IT Inc. is in no way responsible for the product(s) performance and warranty conditions offered to Client's Customers. Any claims, damages, losses and costs associated with product performance and/or product(s) warranty are the sole responsibility of the Client.

5.0 Payment: Administration of Approve-IT, Inc. projects require payment of services as outlined below:

- 100% at Net 30 days following receipt of signed Agency Letters.
- Should product(s) fail TCB Certification, a final invoice will be issued to close the project according to work performed. Re-engagement will be quoted as a separate project with additional agency fees potentially applying.

6.0 Expenses: Unless specifically detailed within this proposal, travel expenses, all shipping and courier costs (including express shipment of documents), local taxes, and miscellaneous expenses required to complete your project are not included and will be invoiced in addition to the fees quoted. Approve-IT, Inc. will seek authorization prior to incurring any costs not included in the current scope of work.

7.0 Project Cancellations: Postponements or cancellations will be accepted if sufficient written notice is given to Approve-IT, Inc. If a cancellation is given client is responsible for paying any fees incurred by Approve-IT, Inc. at the time of cancellation.

8.0 Limits of Liability: The Client (and/or anyone claiming by, though, on behalf of, or under the Client) agrees to limit Approve-IT's liability arising from Approve-IT's professional activity, errors, or omissions, such that the total aggregate liability of Approve-IT shall not exceed Approve-IT's total fee for the services rendered on the project in question (except in the case of a finding of gross negligence or willful misconduct on the part of Approve-IT by a court of competent jurisdiction) or US \$10,000.00 whichever is less.

Approve-IT shall not be liable to the Client for any consequential damages incurred by Client due to the fault of Approve-IT, regardless of the nature of this fault, whether Approve-IT, Approve-IT employees, agents or subcontractors committed it. Consequential damages include, but are not limited to, loss of use and loss of profit. The Client agrees to extend any and all limitations, indemnifications, and waivers provided by the Client to Approve-IT to those individuals and organizations Approve-IT retains for proper execution of the work. These shall be deemed to include but are not necessarily limited to Approve-IT's officers and employees and their heirs and assigns, as well as Approve-IT's agents, subcontractors and their officers, employees, heirs and assigns. Approve-IT shall not be responsible for injury to any of Client's personnel.

In case of transactions that could affect the certificate grantee, the Client will be responsible for notifying Approve-IT, Inc. and will also be responsible for fully complying with paragraph (d) of Section 2.929, of FCC 22-84. Approve-IT, Inc. will not be responsible for any cost, damage or harm that may arise in case the Commission requires new applications for certification due to the transaction that affected the certificate grantee.

Also, the client agrees that by offering the U.S. Local Agent service, Approve-IT, Inc. is not responsible for any fees, infractions or legal breaches in which the product(s) and/or the manufacturer may incur at the time of importation, commercialization and/or operation, any economic sanction that could be applied against Approve-IT, Inc. as a consequence of the agent service, must be fully covered by the client and also, if applicable, the damages in which Approve-IT, Inc. would have been affected.

9.0 Severability: Any provision of this proposal that may be held invalid, void or unenforceable for any reason, shall not affect any other term or condition of this proposal, and such term or condition shall be replaced or interpreted to accomplish the intent of the parties.

10.0 Modifications: No modification, waiver or amendment of any of these terms and conditions shall be binding upon Approve-IT unless identified in writing as to modification, waiver or amendment of such terms and conditions, and an authorized agent of Approve-IT signs such writing.

We appreciate your business and look forward to serving you on this and future proposals.

Sincerely,


Nathan Grinager
Co-President
Tel: +651-247-1678

These Terms & Conditions are accepted by: Adam Wang

Signature: 

Date: August 18, 2025

PO# (or email confirmation): adam@gemteks.com

***The US Agent letter is valid indefinitely for all applications submitted within the period of 09/19/2025 – 09/18/2026.**