

US Agent Agreement

Agreement Number: US-AR2025-10-09-0074

(本协议适用于CPSC和FDA监管的产品)
Applicable to CPSC and FDA regulated products

此协议有效期壹年，自 2025年10月10日至2026年10月09日。
The Agreement shall be valid for one year from 10/10/2025 (date) to 09/10/2026 (date).
期满后未及时续费的，本合同自动失效。
The Contract will automatically become invalid if not renewed in time after its expiry.

Party A /甲方	
Name (中文名称)	广州杏花说科技有限公司
Name (英文名称/拼音)	Guangzhou Xinghuashuo Technology Co., Ltd.
Register Number/ID Number (统一社会信用代码/证件号码)	91440100MAE49UK55H
Address (地址)	Room A3606, 3rd Floor, Building A, No. 1 Yingjun Road, Zhuji Street, Tianhe District, Guangzhou
Zip Code (邮编)	510630
Contact Person (联系人)	Pei PengYun
Tel (联系电话)	+86 18129877593
E-mail (邮箱)	gzxhskjyxgs@outlook.com
Party B /乙方	
Name (名称)	SUN BEYOND CONSULTING LTD
Address (地址)	OFFICE NO. 448, 4TH FLOOR, 90 CANAL STREET, BOSTON, MA 02114
Zip Code (邮编)	02114
Contact Person (联系人)	Peter
E-mail (邮箱)	mrsunbeyond@gmail.com
Tel (联系电话)	+1 (508) 4700660

甲方任命乙方为本合同附件二中甲方产品的美国代理人，（以下简称“美代”），乙方接受甲方任命，担任本合同附件二中甲方产品在美国的代理人。甲乙双方签署本协议约定下列条款：
Party A appoints Party B as the US agent for Party A's products listed in Annex II of the Agreement (hereinafter referred to as "US Agent") and Party B accepts Party A's appointment and serves as Party A's agent in the United States for Party A's products listed in Annex II of the Agreement.. Party A and Party B have agreed as follows:
本协议除正文外，还包括两个附件，即附件一：《甲方网店信息表》和附件二：《美国代理人代理的产品清单》。
。本协议的附件视为本协议的部分内容，与正文具有同等法律效力。
In addition to the main text, the Agreement also includes two annexes, namely Annex I (Information on Party A's Online Store) and Annex II (List of Products Included by the US Agent). The Annexes hereto shall be regarded as parts of the Agreement, with same legal effect as the main text.

一、甲方权利和责任
I. Party A's Rights and Obligations
1. 甲方的权利
1. Party A's Rights

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1.1 甲方依据本协议约定条款, 可以将乙方的美代信息填写于亚马逊、速卖通、Temu、Shein、Ebay等跨境电商平台, 以及印刷在有关产品及其包装、标签、产品使用说明书上。

1.1 Party A has signed the Agreement, and abides by all provisions hereof. Party A has the right to enter the information of Party B's US Agent on cross-border e-commerce platforms such as Amazon, AliExpress, Temu, Shein and Ebay, etc. (only limited to Annex I Information on Party A's Online Store and Annex II List of Products Included by the US Agent), and print the information on relevant products and their packages, labels, and product instructions.

1.2 甲方有权要求乙方保存其所提供的全部技术文档十年, 并保存产品相关信息六年。

1.2 Party A has the right to require Party B to keep all technical documents provided by Party B for ten years and product-related information for six years.

1.3 甲方有权要求乙方协助处理缺陷产品的投诉, 并传递美国市场监管当局或海关有关稽查信息。

1.3 Party A has the right to ask Party B to assist in handling complaints about defective products, and transmit the relevant inspection information of US market regulation or customs authorities.

1.4 甲方有权要求乙方提供美国市场内有关产品安全与合规的要求, 以及客户投诉的信息。

1.4 Party A has the right to ask Party B to provide information about product safety and compliance requirements in the US market, customer complaints.

2. 甲方的责任

2. Responsibilities of Party A

2.1 甲方必须遵从美国相关法规和监管部门的要求, 只将符合相关法规要求的安全产品投放美国市场。

2.1 Party A must comply with the regulatory requirements of the US and its member states on product safety and market compliance, and only launch safe products in the US market.

2.2 本协议自甲方向乙方提供美国法规要求的产品检验证书、产品使用说明书及其必要标签、图形后, 并经乙方查验批准后开始生效。甲方负有提供真实文件的责任, 乙方的查验批准并不自动等于乙方认可该文件的真实性; 乙方有权在合同生效之前和生效期间对甲方提供文件的真实性进行审核; 一旦发现甲方提供的文件不真实性, 乙方有权终止虚假文件关联产品的代理服务, 并向甲方追偿违约责任和经济损失。

2.2 The Agreement will come into effect after Party A provides Party B with the product documents required under US regulations and the documents are approved by Party B upon examination. Party A is responsible for providing authentic documents, and Party B's approval upon inspection shall not automatically constitute Party B's recognition of the authenticity of the documents. Party B has the right to verify the authenticity of the documents provided by Party A before and during the term of the Agreement. Once the documents provided by Party A are found to be unauthentic, Party B has the right to terminate the representative services for the products related to the false documents, and claim compensations for breach of contract and economic losses from Party A.

2.3 甲方向乙方发送的所有文件, 包括文字和图标, 都必须使用不可更改的文件格式, 例如PDF或JPG格式, 以备乙方在规定时限内提供给美国当局。在美国当局要求时, 乙方有权要求甲方提供更多的文件, 甲方必须在乙方或美国当局的规定时限内及时提供, 由于甲方延误而产生的惩罚或赔偿责任概由甲方自行承担。

2.3 All documents sent by Party A to Party B, including texts and icons, must be in an unchangeable file format, such as PDF or JPG format, so that Party B may provide the documents for the US authorities within the prescribed time limits. When requested by the US authorities, Party B has the right to ask Party A to provide more documents, and Party A must provide them in time within the time limit specified by Party B or US authorities. Party A shall be liable for the penalties or compensations arising from Party A's delay.

2.4 甲方需要根据美国法规要求向乙方提供附件二所列每一种产品的文件和标识, 且该文件必须是英文版本, 其他语言版本仅作为辅助使用:

2.4 Party A needs to provide Party B with the documents and labels for each product listed in Annex II in accordance with U.S. regulations. The documents must be in English. Versions in other languages are only for auxiliary use:

2.4.1 第三方合格检测机构颁发的产品合格证书(如适用), 以及产品使用说明书、警示说明及图标

2.4.1 Product certificate issued by a third-party qualified testing agency (if applicable), as well as product instructions, warning instructions and icons

2.4.2 产品及其包装上印制的文字信息和图片:

2.4.2 Text information and pictures printed on the product and its packaging:

2.4.2.1 制造商名称

Name of the manufacturer

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2.4.2.2 产品的生产地点和日期（包括批号、停机序号或其他识别特征）以及制造商认为有助于用标识确认产品的特定来源的任何其他信息;和最终购买者能够确认制造商/或自有品牌商, 产品的生产地点、日期, 以及群组信息（包括批号、停机序号或其他识别特征）。

2.4.2.2 The location and date of production of the product (including batch, discontinued serial number or other identifying characteristics) and any other information that the manufacturer believes would be helpful in identifying the specific source of the product by identification; and The ultimate purchaser is able to identify the manufacturer and/or private labeler, the location, date of production of the product, and group information (including batch, discontinued serial number or other identifying characteristics).

2.4.3 美国当局要求提供的其他文件

2.4.3 Other documents required by US authorities.

2.4.4 产品上市后的销售数据, 以及被消费者、政府监管机构、消费者组织、媒体或电商平台投诉和处理情况

2.4.4 Sales data after product launch, and complaints by consumers, governmental regulatory authorities, consumer organizations, media or e-commerce platforms, and handling results

3. 产品安全责任

3. Responsibility for Product Safety

3.1 甲方对其产品的安全承担全部的法律责任, 该责任不能因本协议而转移给乙方。

3.1 According to Paragraph 1.1, Article 1 of the Agreement, Party A bears sole legal responsibility for the safety of its products, and such responsibility will not be transferred to Party B due to the Agreement.

3.2 甲方同意, 如本协议代表的甲方产品在销售后发生产品安全、性能缺陷以及售后服务等方面的投诉或索赔纠纷, 由甲方负责处理甚至赔偿, 乙方仅有义务协助美国当局联络甲方, 而无需承担任何赔偿责任。

3.2 Party A agrees that if there are complaints, claims or disputes about product safety, performance defects and after-sales services after the sale of Party A's products represented under the Agreement, Party A will be responsible for handling or even compensation. Party B only needs to assist the US authorities in contacting Party A without assuming any liability for compensation.

3.3 乙方在协助处理本协议代表的甲方产品索赔问题时, 可以根据案件的具体情况或监管当局或司法机构的规定要求甲方支付案件处理保证金（该保证金的具体金额以乙方就此案件而发送的书面通知为准）。如果甲方拒绝或延迟支付该保证金, 或不配合处理本协议代表的甲方产品撤下、召回或诉讼或赔偿问题, 乙方有权终止本协议的服务, 并向美国当局、电商平台或其他相关方通报该情况, 而且乙方有权向甲方追索由于甲方违反本条约定而产生的一切经济和声誉损失。

3.3 When assisting in handling the compensation issue on Party A's products represented under the Agreement, Party B may require Party A to pay the security deposit for case handling according to the specific circumstances of the case or the regulations of the regulatory authorities or judicial authorities (the specific amount of the security deposit is subject to the written notice sent by Party B in this case). If Party A refuses to pay or delays the payment of the security deposit, or fails to cooperate with the removal, recall, litigation or compensation of Party A's products represented under the Agreement, Party B has the right to terminate the services hereunder, inform the US authorities, e-commerce platforms or other related parties concerned, and recover from Party A for all economic and reputational losses caused by Party A's violation of this article.

4. 产品事故及其处理

4. Product Accidents and Their Handling

4.1 如果本协议代表的甲方产品在美国市场内发生任何事故, 包括但不限于海关或市场监管当局扣押、问询、通报、撤下、召回等问题, 甲方/乙方在得到海关、市场监管当局或电商平台的通知后三个工作日内, 以电子邮件形式或电话加电子邮件形式将有关问题通知乙方/甲方。

4.1 If any accident occurs to the products of Party A represented under the Agreement in the US market, including but not limited to seizure, inquiry, notification, removal and recall, etc. by the customs or market regulation authorities, Party A/Party B shall notify Party B/Party A of the relevant issues by e-mail or phone plus e-mail within three working days after receiving the notice from the customs, market regulation authority or e-commerce platform.

4.2 如果有本协议代表的甲方同类产品在美国境外发生任何事故, 或者遭到海关扣押、问询、通报、撤下、召回等问题, 获知该信息的一方需要将该信息通报另一方, 以便甲乙双方预防可能出现的问题。

4.2 If any accident occurs to the similar products of Party A represented under the Agreement abroad US, including but not limited to seizure, inquiry, notification, removal and recall, etc. by the related customs or market regulation

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authorities, Party A/Party B shall notify Party B/Party A of the relevant issues by e-mail or phone plus e-mail within three working days after receiving the notice from the customs, market regulation authority or e-commerce platform.

4.3 如果乙方收到美国当局的稽查请求, 甲方需要积极配合处理该稽查问题, 并根据案情大小或监管当局的要求支付案件保证金(该保证金的具体金额以乙方就此案件而发送的书面通知为准)。如果甲方拒绝配合处理相关案件或未按照乙方书面通知缴纳案件处理保证金, 乙方有权单方面终止本协议约定的服务, 并有权立即通报给相关平台、官方机构及第三方, 并向甲方追偿因此而产生的各种经济和声誉损失。

4.3 If Party B receives an inspection request from the US authorities, Party A shall actively cooperate to handle the inspection case and pay security deposit dependent upon seriousness of the case (the specific amount of the security deposit is subject to the written notice sent by Party B on this case). If Party A refuses to cooperate with the handling of relevant cases or fails to pay the security deposit for case handling according to Party B's written notice, Party B has the right to unilaterally terminate the services agreed hereunder, and immediately inform relevant platforms, official organizations and third parties, and seek compensation from Party A for all economic and reputational losses arising therefrom.

5. 缺陷产品处理

5. Disposal of Defective Products

5.1 甲方先得知本协议所代表产品性能缺陷、安全健康、售后服务等各种问题时, 须在得知该问题后及时通知乙方; 乙方在收到甲方通知后的三个工作日内给予答复, 并为甲方解决相关问题提供本协议约定范围内的必要协助。

5.1 When Party A first learns about performance defects, or different safety, health, after-sales service, or other problems of the products represented under the Agreement, Party A shall promptly notify Party B. Party B shall give a reply within three working days after receiving the notice from Party A, and may provide necessary assistance within the scope of the Agreement for Party A to solve related problems.

5.2 本协议所代表的产品出现第5条第5.1款所列问题时, 如果甲方拒绝处理或未在规定期限内答复乙方请求的, 乙方有权终止服务, 并可以通报给相关电商平台、监管机构、司法机构及其他相关第三方。由此而给乙方造成的各种经济和声誉损失, 须由甲方给予赔偿; 乙方有权要求甲方赔偿乙方的损失和费用, 包括但不限于律师费、公证费、诉讼费、监管机构或司法机构的罚金及其他费用等等。

5.2 When the products represented under the Agreement have problems listed in Paragraph 5.1, Article 5, and Party A refuses to deal with them or fails to respond to Party B's request within the prescribed time limit, Party B has the right to terminate the services and notify relevant e-commerce platforms, regulatory and judicial authorities, and other third parties. All kinds of economic and reputational losses caused thereby to Party B shall be compensated by Party A. Party B has the right to require Party A to compensate Party B for the losses and expenses, including but not limited to attorney fees, notary fees, legal fees, fines and other expenses imposed by the regulatory or judicial authorities.

6 知识产权纠纷处理

6. Settlement of Disputes on Intellectual Property Rights

6.1 甲方承诺遵守美国对知识产权的法律规定, 尊重第三方知识产权; 如果本协议所代表的产品在销售过程中或售后与第三方出现知识产权纠纷, 甲方应避免乙方对该纠纷案件承担任何赔偿责任。

6.1 Party A undertakes to abide by the US laws on intellectual property rights and respect third party intellectual property rights. In case of any dispute on the intellectual property rights between the products represented under the Agreement and a third party during or after the sale, Party A shall protect Party B from any liability for the dispute.

6.2 甲方先得知本协议所代表产品出现知识产权纠纷案件时, 甲方须在得知该案件后的三个工作日内通知乙方; 乙方在收到甲方通知后, 及时为甲方解决该案件提供本协议约定范围内的必要协助。

6.2 When Party A first learns that the products represented under the Agreement are involved in any dispute on intellectual property rights, Party A shall notify Party B within three working days after knowing the case. After receiving the notice from Party A, Party B shall promptly provide necessary assistance within the scope of the Agreement for Party A to settle the case.

6.3 本协议所代表的产品出现知识产权纠纷案件时, 如果甲方拒绝处理或未在规定期限内答复乙方请求的, 乙方有权终止服务, 并可以通报给相关电商平台、监管机构、司法机构及其他第三方。由此而给乙方造成的各种经济和声誉损失, 须由甲方给予赔偿; 乙方有权要求甲方赔偿乙方的损失和费用, 包括但不限于律师费、公证费、专家费、诉讼费、监管机构或司法机构的罚金及其他费用等。

6.3 When the products represented under the Agreement are involved in any dispute on intellectual property rights, and Party A refuses to deal with them or fails to respond to Party B's request within the prescribed time limit, Party B has the right to terminate the services and notify relevant e-commerce platforms, regulatory and judicial authorities, and other third parties. All kinds of economic and reputational losses caused thereby to Party B shall be compensated by

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Party A. Party B has the right to require Party A to compensate Party B for the losses and expenses, including but not limited to attorney fees, notary fees, expert fees, legal fees, fines and other expenses imposed by the regulatory or judicial authorities.

7. 其他纠纷处理

7. Resolution of Other Disputes

7.1 乙方遵从美国有关法规要求履行美代的职责，如果出现本协议所代表产品的任何赔偿问题，甲方同意承担全部赔偿责任。

7.1 Party B shall perform the duties as US Agent in compliance with relevant regulations in the US. If there is any compensation issue for the products represented under the Agreement, Party A agrees to bear sole liability for compensation.

7.2 乙方收到美国海关、市场监管当局、消费者，或其他权利人的稽查/投诉/举报/索赔/处罚通告时，乙方在收到该类通告后及时通知甲方；甲方需要在收到乙方通知后的三个工作日向乙方提供解决方案；乙方有权要求甲方预付聘请专家和/或律师的相关费用，具体预付金额以发生案件时乙方向甲方发送的书面通知金额为准。

7.2 When receiving inspection/complaint/whistleblowing/claim/penalty notices from the US customs, market regulation authority, consumers or other obligees, Party B shall promptly notify Party A after receiving such notices. Party A shall provide the solution for Party B within three working days after receiving the notice from Party B. Party B has the right to require Party A to prepay the relevant expenses for hiring experts and/or lawyers, and the specific prepaid amount shall be subject to the written notice sent by Party B to Party A when the case occurs.

7.3 如果由于甲方的不作为或逃避责任，违反本协议第7.2款的约定，导致乙方因本协议所代表产品而对第三方产生赔偿责任，乙方有权终止服务，并向甲方追索由此而产生的所有经济和声誉损失。

7.3 If Party B is obliged to compensate a third party for the products represented under the Agreement due to Party A's inaction or evasion of liability, and Party B violates Paragraph 7.2, Article 7, Party B has the right to terminate the services and recourse to Party A for all economic and reputational losses arising therefrom.

8 产品技术文件的提交和保存

8. Submission and Preservation of Technical Product Documents

8.1 根据美国相关法规规定，如有需要，甲方必须按照美国相关法规要求通过第三方合格检测机构对产品的安全性能进行检测认证，并向乙方发送有关安全合格证书及其在CPSC/U.S. FDA的备案信息。

According to the relevant US regulations, if necessary, Party A must test and certify the safety performance of the product through a third-party qualified testing organization in accordance with the requirements of relevant U.S. regulations, and send Party B the relevant safety certificate and its filing information with the CPSC/U.S. FDA.

8.2 由于甲方未按照美国相关法规的要求进行产品安全的合格检测认证/注册申报，或者使用虚假检测报告，或者伪造文件，而导致本协议代表的产品遭到市场监管当局或海关扣押、处罚、撤下、召回，或消费者投诉、索赔等不良后果，概由甲方自行承担；因此而给乙方造成经济和声誉损失的，由甲方负责赔偿。

8.2 If the products represented under the Agreement are detained, punished, removed, recalled by the market regulation authority or customs, or subject to consumer complaints, claims or other adverse consequences because Party A fails to perform the conformity assessment on product safety in accordance with the US product safety requirements, or uses false test reports or forges conformity assessment documents, Party A shall be solely liable. Party A shall be responsible for compensation for economic and reputational losses caused thereby to Party B.

8.3 甲方对本协议代表的甲方产品出现的安全隐患导致的客户/用户投诉、维修、更换或索赔的处理过程和结果，均应有书面记录，该记录需要以电子邮件形式发送乙方，并保存该类记录。

8.3 Party A shall keep written records of the process and results of handling customer/user complaints, repairs, replacements or claims caused by safety hazards in Party A's products represented by this Agreement, which shall be sent to Party B by e-mail, and such records shall be maintained.

8.4 甲方同意将本协议代表的甲方产品在美国市场内的所有销售数据提供给乙方。

8.4 Party A agrees to provide Party B with all sales data in the US market of the products of Party A represented under the Agreement.

8.5 本协议代表的甲方产品在美国市场销售后的六年时间内，甲方应当将其地址信息和产品变动信息通报乙方，并确保乙方可以联系到甲方。

8.5 Within six years after the products of Party A represented under the Agreement are sold in the US market, Party A shall inform Party B of its address and product change, and ensure that Party B may reach Party A.

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8.6 甲方应遵守诚信原则，保证只向乙方提供真实的文件；如果甲方提供了虚假文件，包括但不限于伪造文件、虚假陈述文件、盗用文件等，甲方同意承担由此而导致的所有法律责任，包括赔偿乙方由此而产生的经济 and 声誉损失。

8.6 Party A shall abide by the principle of good faith and undertake to only provide authentic documents for Party B. If Party A provides false documents, including but not limited to forged documents, false representations and misappropriated documents, Party A agrees to bear all legal responsibilities arising therefrom, including compensation for Party B's economic and reputational losses.

9 附件信息变更

9. Changes in Attachment Information

9.1 本协议附件一的信息如有变动，甲方需要在有关信息变动后的三个工作日内以电子邮件的形式将相关信息通知乙方，并由乙方更新本协议附件一的信息。

9.1 In case of any change in the information in Annex I hereof, Party A shall notify Party B of the relevant information by e-mail within three working days after the change, and Party B shall update the information in Annex I.

9.2 本协议附件二所约定的产品如有变动（增加或删减），甲方需要在相关产品售卖前五个工作日内以电子邮件的形式将相关变动信息发送到本协议文本首页乙方指定电子邮箱，并按照乙方要求在本协议里书面增加或者删除相关产品的信息。如甲方在本协议约定产品之外的使用乙方作为代理人，视为甲方的违约行为，乙方有权直接拒绝代理并向美国当局或第三方通报，因此所产生的法律风险和经济赔偿，均由甲方自行承担。

9.2 If there is any change (addition or deletion) in the products agreed in Annex II hereof, Party A shall send the relevant change information to Party B to the designated e-mail address indicated at the beginning of the Agreement within five working days before selling the relevant products, and add or delete the relevant product information in writing to or from the Agreement according to the requirements of Party B. If Party A employs Party B as authorized representative other than the products agreed hereunder, Party A will be deemed to breach the Agreement. In this case, Party B has the right to directly refuse to act as an agent and inform the US authorities or a third party. The legal responsibilities and economic compensation arising therefrom shall solely be borne by Party A.

二、乙方的权利和责任

II. Rights and Obligations of Party B

10 乙方的权利

10. Party B's Rights

10.1 乙方依据美国相关法律法规，有权依法作为已经列入本协议附件二产品的美国代理人。

10.1 In accordance with relevant US laws and regulations, Party B has the right to act as US Agent for products listed in Annex II according to law.

10.2 乙方有权要求甲方提供本协议附件二所代表产品的全部技术文档以及其他相关文件和信息。

10.2 Party B has the right to require Party A to provide all technical and other relevant documents and information on the products represented under Annex II.

10.3 乙方有权要求甲方提供本协议附件二授权代理产品在美国市场内的所有销售清单。

10.3 Party B has the right to request Party A to provide all sales lists of the authorized products as listed in Annex II of this Agreement in US market.

10.4 乙方有权要求甲方提供真实、合法、有效的文件及信息，以备美国市场监管部门稽查时及时提供；但甲方应清楚并知晓，乙方不对甲方所提供的文件及信息的真实性和合法性负责。

10.4 Party B has the right to require Party A to provide true, legal and valid documents and information for timely provision during inspection by the US market regulation authority, provided that Party A shall be clear and aware that Party B is not responsible for the authenticity and legality of the documents and information provided by Party A.

11 乙方的责任

11. Responsibilities of Party B

11.1 乙方依据美国市场监管当局的规定依法作为已经列入本协议附件二产品的美代，因此乙方同意甲方在本协议确定产品的美国代理人栏目里填写乙方信息。

11.1 Party B shall act as the US Agent for the products listed in the Annex II of this Agreement in accordance with the requirements of the market regulation authorities in the US. Therefore, Party B consents that Party B shall fill the US Agent's information in the blank of US Agent for the confirmed products.

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11.2 乙方遵从美国CPSC/U.S. FDA的规定履行美代的基本职责，即担任制造商与美国海关、市场监管局的联络人的角色，负责协助美国当局与制造商之间的沟通联系事务。

11.2 Party B shall comply with the U.S. CPSC/U.S. FDA to perform the basic duties of the U.S. agent, i.e., to act as a liaison between the manufacturer and the U.S. Customs and Market Regulatory Authorities, and to assist in the communication between the U.S. Customs and Market Regulatory Authorities and the manufacturer.

11.3 乙方的服务不涉及相关产品的物流/销售/退货/维修/通关/技术/商标/专利等领域，例如甲方不得将乙方信息使用于商标申请代理人或共同申请人。

11.3 Party B's services don't involve the logistics/sales/returns/repairs/customs clearance/technology/trademarks/patents of related products. For example, Party A shall not use Party B's information as a trademark application agents or co-applicants.

11.4 除第11.2款所列的乙方职责之外，乙方应当将美国市场内的安全与合规要求，以及客户投诉的信息，及时通知甲方。

11.4 In addition to the duties of Party B listed in Paragraph 11.2, Party B shall promptly notify Party A of the safety and compliance requirements in the US market, as well as the information about customer complaints and similar competitors.

三、双方联系及沟通

III. Contacts and Communications between Both Parties

12 双方联系人

12. Contact Person of Party A

12.1 甲乙双方各指定一人，作为甲乙双方的第一联系人，其主要职责是与对方沟通联系，以及共同协调、处理本协议条款规定范围内的各项事务。

12.1 Party A and Party B shall each appoint a person as the primary contact person for both parties,, whose main responsibility is to communicate with the other party, jointly coordinate and handle different affairs within the scope specified herein.

12.2 甲乙双方第一联系人的联系方式记录在本协议的文首。除了有特别说明，第一联系人向对方发出的所有信息和文件（包括但不限于电话、电信短信、微信语音、微信文字、电子邮件、邮政信件、快速文件）均视为有效的信息和文件。

12.2 The contact information of the primary contact persons of Party A and Party B shall be recorded at the beginning of the Agreement. Unless otherwise specified, all information and documents sent by the primary contact to the other party by different means (including but not limited to phone, SMS, WeChat voice, WeChat text, email, postal letter and express document) shall be deemed as valid information and documents.

12.3 如一方变更第一联系人信息，应在变更前三个工作日告知对方；对方在收到第一联系人信息变更请求后，变更方应在三个工作日内完成本协议文首的第一联系人信息变更登记，并将登记有变更后第一联系人信息的协议文本发送给另一方。

12.3 If one party changes the first contact information, it shall inform the other party three working days before the change; after receiving the request to change the first contact information, the changing party shall complete the registration of the change of the first contact information at the beginning of this Agreement within three working days and send the agreement text with the changed first contact information to the other party.

13 通知和送达

13. Notices and Delivery

13.1 除本协议另有约定外，在履行本协议过程中的一切通知，均可通过纸质载体或电子方式发送。本协议文本首页所列联系地址、第一联系人及联系方式应确保在协议期内始终有效。任何一方变更联系地址、第一联系人及联系方式必须以书面形式通知另一方。双方发出的书面通知方式，包括但不限于电子邮件、系统通知、微信文字、电信短信提醒或其他对方可以接收的合理方式，如以挂号信、EMS或快递发出的，在邮戳日或妥投日的三个工作日后视为送达；如以电子邮件、微信、手机短信等电子方式发出书面通知的，则通知发送成功即视为送达。

13.1 Unless otherwise agreed hereunder, all notices served during the term of the Agreement may be sent by paper or electronically. It shall be ensured that the contact address, primary contact persons and contact information written at

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the beginning of the Agreement shall be valid throughout the term of the Agreement. Either party must notify the other party in writing of any change in its contact address, primary contact person and contact information. The written notices between the parties may be sent by different means, including but not limited to e-mail, system notification, WeChat message, SMS reminder and other reasonable methods by which the notices may be served to the other party. If it sent by registered mail, EMS or express delivery, they will be deemed to have been delivered 3 working days after the postmark date or the date of proper delivery. If sent by electronic means such as e-mail, WeChat and SMS, they shall be deemed to have been delivered once successfully sent.

13.2 本协议文本首页所列联系方式为各方相互送达各类通知（含诉讼）的送达地址，除非发生变更前已书面通知对方，否则任何按该联系方式发出的文件均为有效送达，收件人拒收不影响已完成有效送达。

13.2 The contact information indicated at the beginning of the Agreement shall be the addresses for the parties to serve all kinds of notices (including proceedings) to each other. Unless the other party has been notified in writing before the change, any documents sent based on such contact information shall be deemed to have been served, and the recipient's rejection will not affect the effective service.

13.3 根据美国产品安全法的要求，乙方需要在本协议所代表产品投放美国市场后六年内配合美国当局追踪该产品，因此甲方有义务在本协议所代表产品销售后六年内，向乙方通知其地址和第一联系人变动的信息。

13.3 According to the product safety laws in the US, Party B shall cooperate with the US market regulation authority to inspect the technical documents related to the products represented under the Agreement within ten years after the products are launched the US market. Therefore, Party A is obliged to notify Party B of the change in its address and primary contact person within ten years after the products represented under the Agreement are sold.

四、信息保密及知识产权

IV. Confidentiality and Intellectual Property Rights

14 信息保密

14.1 乙方将甲方发送的产品技术文档以及其他相关资料视为商业机密，未经甲方书面同意，不得将甲方产品的技术文档以及其他相关资料透露给第三方；乙方因履行本协议规定职责除外。

14.1 Party B shall regard the technical product documents and other relevant materials sent by Party A as trade secrets, and shall not disclose them to a third party without the written consent of Party A, except for Party B's performance of its duties specified herein.

14.2 甲方应对本协议合作过程中所了解或接触的乙方信息进行保密，包括但不限于合作价格、文件、图标等，不得向任何第三方泄露，亦不得用于本协议之外的用途。

14.2 Party A shall keep confidential the information of Party B known or accessed during the term of the Agreement, including but not limited to the cooperation price, documents, icons, etc., and shall not disclose it to any third party or use it for purposes other than the Agreement.

15 知识产权

15. Intellectual Property Rights

15.1 乙方向甲方提供的所有资料，包括但不限于文字、图片、标志、音频、视频、软件等，以及基于本协议服务目的而向甲方提供的软件服务的全部所有权与知识产权完全归属于乙方所有。

15.1 All materials provided by Party B for Party A, including but not limited to texts, pictures, logos, audios, videos and software, as well as all ownership and intellectual property rights of software services provided for Party A based on the service purpose of the Agreement, shall wholly be owned by Party B.

15.2 未经乙方书面同意，甲方不得将乙方提供的文件和信息用于本协议之外的用途。例如，不得用于甲方知识产权用途（商标、专利申请）等。

15.2 Without the written consent of Party B, Party A shall not use the documents and information provided by Party B for purposes other than the Agreement. For example, such documents and information shall not be used for Party A's intellectual property purposes (trademark and patent applications), etc.

五、美国代理人信息使用范围与期限

V. Instructions and Term for Use of the US Agent's Information

16 美代信息的使用规范

US Agent Agreement

Instructions for Use of the US Agent's Information

16.1 乙方的美国代理人信息仅限于使用在经过本协议确认并写进本协议附件二的产品，甲方不得将乙方的美国代理人信息用于非本协议及其附件二所列产品以外的产品；如果未经乙方书面同意，甲方擅自将乙方的美国代理人信息使用于本协议附件二所列产品之外的产品，乙方不提供该侵权产品的服务，并追究甲方该类侵权行为的法律责任，甚至追索经济赔偿。

Party B shall only perform the duties as US Agent for the product(s) confirmed by this Agreement and prescribed within the Annex II. Party A shall not use the information of US Agent of Party B's in any other products that are not listed in this Agreement as well as in the Annex II of this Agreement. If, without the written consent of Party B, Party A uses the information of Party B's US Agent for products other than those listed in Annex II of this Agreement, Party B shall not provide services for the infringing products, and Party A shall be held legally responsible for such infringement and even claim economic compensation.

16.2 甲方使用乙方美代信息的时候，包括但不限于填写于亚马逊、速卖通、Temu、Shein、Ebay等跨境电商平台以及印刷在有关产品及其包装、标签、产品使用说明书，不得以任何形式更改乙方提供的美代信息；如果甲方违反此项规定，乙方有权终止服务，并追究甲方该类违约行为的法律责任，甚至追索经济赔偿。

16.2 When Party A uses Party B's US agent's information, including but not limited to filling in cross-border e-commerce platforms such as Amazon, AliExpress, Temu, Shein, Ebay, and printing on relevant products and their packaging, labels, and product instructions, Party A shall not change the US agent's information provided by Party B in any form; If Party A violates this provision, Party B has the right to terminate the service and pursue Party A's legal liability for such breach of contract, and even seek financial compensation.

17 美代信息使用期限

Term for Use of the US Agent's Information

17.1 本协议所代表产品的美代信息使用期限为一（壹）年，具体日期见附件二：《美国代理人代理的产品清单》所规定的授权日期。

17.1 The US Agent's information on the products represented under the Agreement shall be used for 1 (one) year. For the specific authorization date, see Annex II (List of Products Included by the US Agent).

17.2 本协议所代表产品的美代服务期满之后，未经乙方书面同意，甲方不得继续使用乙方美代信息；如果甲方擅自将乙方美代的信息使用于服务期满的产品，乙方不提供该侵权产品的服务，并追究甲方违约责任，甚至追索经济赔偿。

19.2 After the expiry of the US Agent services for the products represented under the Agreement, Party A shall not continue to use Party B's US Agent information without the written consent of Party B. If Party A uses the information of Party B's US Agent on the products for which the services have expired without authorization, Party B will not provide the services for the infringing products. Party A will be held liable for breach of contract, and Party B will even claim economic compensation from Party A.

六、服务费用及续费

VI. Service Fees and Renewal

18 服务收费

18. Service Fees

18.1 乙方根据本协议约定的服务内容向甲方收取相应的费用，乙方可授权第三方收取本协议的服务费用。

18.1 Party B shall charge Party A corresponding fees according to the service details agreed hereunder, and Party B may authorize a third party to charge the service fees hereunder.

18.2 乙方服务费的具体金额由甲乙双方协商约定，具体金额根据收费项目的变化而变更。

18.2 The specific amount of Party B's service fees shall be determined by Party A and Party B through negotiation. The specific amount shall be changed with the fee items.

19 服务续费

19. Service Renewal Fees

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19.1 在本协议服务期满时，如果甲方需要延续该服务，甲方应在服务期满之日前五个工作日内向乙方指定的银行账户或授权合作方进行续费，乙方为本协议产品提供的美代服务自动续期。

19.1 After expiry of the services hereunder, if Party A needs to renew the services, Party A shall pay the renewal fees to the bank account designated by Party B or the account of the authorized partner within five working days before the expiry date of the services. The US Agent services provided by Party B for the products hereunder will be automatically renewed.

19.2 本协议期满时，如果甲方不续费，本协议自动失效，乙方为本协议产品提供的美代服务也自动终止。

19.2 Upon expiry of the Agreement, if Party A does not pay the renewal fees, the Agreement will automatically become invalid, and the US Agent services provided by Party B for the products hereunder will also automatically be terminated.

七、服务中断及终止

VII. Service Suspension and Termination

20 在本协议执行期间内，甲方如有下列情形，本协议规定的服务将自动中断甚至终止，且乙方不退还已经收取的服务费：

20 During the term of the Agreement, if Party A is involved in the following circumstances, the services specified herein will be automatically interrupted or even terminated, and Party B will not refund the service fees already received:

20.1 甲方的产品安全合格证书被美国当局、或电商平台否认，或者被发证机构吊销/关闭/收回。

20.1 The product safety certificate of Party A's product is rejected by the US custom, market regulation authority, or the e-commerce platform, or is revoked/closed/withdrawn by the issuing authority,

20.2 甲方不能向乙方提供产品安全合格证书或其他必要的文件、标签。

20.2 Party A cannot provide Party B with the product safety certificate or other necessary documents, labels.

20.3 甲方没有按照本协议规定的最后期限付清乙方的美代的服务费用。

20.3 Party A fails to pay the service fees to Party B's US Agent by the deadline specified hereunder.

21 补救措施

21. Remedial Actions

21.1 当甲方产品出现本协议第20条第20.1款的情形时，甲方主动配合乙方处理该问题的善后事务，例如书面说明产品安全合格证书被吊销/关闭/收回的原因；书面确认被取消的产品安全合格证书所列产品是否已经出口美国市场，以及书面评估由此可能产生的风险并陈述甲方解决问题的措施和时间表等等。在该问题得到妥善解决后，乙方可以恢复该产品的美代服务。

21.1 When Party A's products are involved in the circumstance specified in Paragraph 20.1, Article 20, Party A shall actively cooperate with Party B to deal with the aftermath of the problem, for example, explaining in writing the reasons for the revocation/closure/withdrawal of the product safety certificate, confirming in writing whether the product(s) whose test certificate have been cancelled have been exported to the US market, evaluating the possible risks in writing and stating the measures and timetable for Party A to solve the problems. Once the problem is properly resolved, Party B may resume the US Agent services for such products.

21.2 当甲方产品出现本协议第20条第20.2款的情形时，甲方在向乙方补交了合格的产品安全证书和其他必要的文件、标签之后，乙方可以恢复该产品的美代服务。

21.2 When Party A's products are involved in the circumstance specified in Paragraph 20.2, Article 20, Party A may resume the US Agent services for the products after Party A has submitted the qualified product safety certificate and other necessary documents and labels to Party B.

21.3 当甲方出现本协议第20条第20.3款的情形时，甲方积极配合解决问题，并付清了应该支付给乙方的费用之后，乙方可以恢复美代服务。

21.3 When Party A encounters the situation specified in Paragraph 20.3, Article 20, Party A shall actively cooperate to solve the problem and pay the fees due to Party B, and Party B may resume Party A's US Agent service.

八、适用法律及管辖

VIII. Governing Law and Jurisdiction

22 适用法律

22. Governing Law

US Agent Agreement

本协议的订立、执行、解释及争议的解决均适用中华人民共和国大陆地区的法律、法规。

The conclusion, performance, interpretation and dispute resolution of the Agreement shall be governed by and construed in accordance with the laws of Mainland China, the People's Republic of China.

23 司法管辖

23. Jurisdiction

23.1 凡因本协议引起的或与本协议有关的任何争议案件，双方同意提交至深圳国际仲裁院仲裁。甲乙双方同意按照《深圳国际仲裁院仲裁规则》共同委托仲裁院院长指定独任仲裁员，且不对候选名单进行排序、选择和排除。

23.1 Both parties agree to submit any disputes arising from or related to the Agreement to Shenzhen International Arbitration Court for arbitration. Party A and Party B agree to jointly entrust the chairman of Shenzhen Court of International Arbitration to appoint the sole arbitrator in accordance with the Arbitration Rules of Shenzhen Court of International Arbitration, and will not sort, select or exclude the list of candidates.

23.2 因本协议引起或与本协议有关的任何争议案件，甲乙双方同意仲裁地点在中国深圳，仲裁语言为中文。

23.2 For any dispute arising from or related to the Agreement, Party A and Party B agree that the seat of arbitration shall be Shenzhen, China, and the arbitration language will be Chinese.

九、其他

IX. Miscellaneous

24 本协议适用范围、形式和文本

24. Scope of Application, Form and Text of the Agreement

24.1 如果甲方需要乙方提供超出本协议规定之外的服务，甲乙双方应当另行约定书面合同，并另外收取相关服务费用。

24.1 If Party A requires Party B to provide services beyond those specified hereunder, Party A and Party B shall agree on a written contract separately and charge the relevant service fees separately.

24.2 甲乙双方的所有协议必须以书面形式确立。

24.2 All agreements between Party A and Party B must be in writing.

24.3 本协议的任何更改与补充，必须以书面形式进行；口头协议和口头修改无效。

24.3 Any modifications and supplements to the Agreement must be made in writing. No verbal agreement or amendment shall be valid.

24.4 本协议为中文和英文对照文本；甲乙双方同意，当甲乙双方对本协议的中英文文本理解有分歧时，以中文文本为准绳。

24.4 The Agreement is in Chinese and English. Party A and Party B agree that in case of any discrepancy between Party A and Party B in understanding the Chinese and English versions of the Agreement, the Chinese version shall prevail.

25 可分割性条款

25. Severability

25.1 若本协议中的部分条款或其补充内容失效或即将失效，该失效或即将失效的条款，并不影响甲乙双方继续执行其他仍然有效的条款。

25.1 If some clauses hereof or their supplementary contents become invalid and/or are about to become invalid, such clauses will not affect Party A's and Party B's further performance of other clauses that are still valid.

25.2 若本协议的文本有部分缺失内容，该缺失的内容，并不影响甲乙双方继续执行本协议规定的条款。

25.2 If there are some missing contents in the text of the Agreement, the missing contents will not affect Party A's and Party B's further performance of the terms specified hereunder.

25.3 甲乙双方应采取积极措施，就本协议里缺失、无效或即将失效的内容，展开协商，并完善本协议文本，以便满足甲乙双方签署本协议的全面而真实意思。

25.3 Party A and Party B shall take active measures to negotiate on the missing, invalid and/or soon-to-be-expired contents hereof, and improve the text of the Agreement, in order to achieve the comprehensive and true intentions of both parties signing the Agreement.

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Party A 甲方 Guangzhou Xinghuashuo Technology Co., Ltd. Party B 乙方 SUN BEYOND CONSULTING LTD

Signature and Stamp
(签字和盖章)

Date (日期) 2025/10/09



Signature and Stamp

(Signature and Stamp)

For and on behalf of
SUN BEYOND CONSULTING LTD

Date (日期) 2025/10/09

Peter. Z
.....
Authorized Signature(s)

US Agent Agreement

附件一：《甲方网店信息》

Annex I. Information on Party A's Online Store

本附件是甲方向乙方提供其授权乙方代表产品的售卖地址，即甲方在线商店及其注册地址信息。甲方承诺在此注册的在线店铺信息均是真实、准确且合法的，并保证其授权乙方代表的产品均在本附件所列的在线商店内销售。甲方知悉，对于本附件所列的在线商店之外销售的甲方产品，乙方不提供本协议约定的美国代理人服务。

In this annex, Party A provides Party B with the address where Party B is authorized to sell the products on behalf of Party A, namely the information about Party A's online store and registered address. Party A undertakes that the information on the online store registered here is true, accurate and legal, and warrants that the products authorized by Party B are sold in the online store listed in this annex. Party A knows that for Party A's products sold outside the online store listed in this annex, Party B will not provide the US Agent services agreed hereunder.

本附件是本协议正文的附属文本之一，与本协议正文具有同等法律效力。

This annex is one of the ancillary texts attached to the main text of the Agreement. It shall have the same legal effect as the main text of the Agreement.

甲方网店信息				
Information on Party A's Online Store				
网店商标		/		
Trademark of the online store				
序号 No.	销售平台 Sales platform	店铺ID Store ID	店铺链接 Link to the store	授权日期 Date of authorization
1	TEMU	634418224124 265	https://temu.com	2025/10/10

US Agent Agreement

附件二：《美国代理人代理的产品清单》

Annex II. List of Products Included by the US Agent

本附件是确认甲方授权乙方代表在美国销售的产品目录清单。甲方同意授权乙方代表的所有产品都清晰列明在本附件内。

This annex provides a list of products confirming that Party A authorizes Party B's representative to sell in the United States. Party A agrees to authorize Party B to represent all products clearly listed in this annex.

甲方在线商店的产品信息发生变动（如增加或者删减），甲方需要在有关增加或删减的产品上市之前五个工作日内书面通知乙方，并经乙方审核批准后方可在甲方的附件一所列之线上商店销售。

If the product information of Party A's online store is changed (such as addition or deletion), Party A shall notify Party B in writing within five working days before the added or deleted products are launched in the market, and the products may only be sold in the online store listed in Annex I of Party A with Party B's approval upon examination.

甲方知悉，未列入本附件的甲方产品，乙方不提供本协议约定的美国代理人服务。

Party A knows that for Party A's products not listed in this annex, Party B will not provide the US Agent services agreed hereunder.

本附件是本协议正文的附属文本之一，与本协议正文具有同等法律效力。

This annex is one of the ancillary texts attached to the main text of the Agreement. It shall have the same legal effect as the main text of the Agreement.

美国代理人包括的产品清单 List of Products Included by the US Agent					
序号 No.	产品名称 Product name	ASIN码/商品ID ASIN/product ID	产品型号 Product model	产品链接 Product link	授权日期 Date of authorization
1	小白鞋	95299739968	/	https://temu.com	2025/10/10