Service Agreement

For Logistics Services in Pingshan Comprehensive Bonded Zone (PCBZ), Shenzhen

Between

Kent Displays, Inc.

&

SHENZHEN DONGTAI INTERNATIONAL LOGISTICS CO.,LTD

This Service Agreement (“Agreement”) is made on the 1st day of May 2024 {the “Effective Date”} by and between Kent Displays, Inc., a Delaware Corporation, with its headquarters located at 343 Portage Blvd, Kent, Ohio, 44240, USA (“KDI”) and ShenZhen Dongtai International Logistics Co.,Ltd located at 3rd Floor, Building A-2, Haixiang Industrial Park, No. 3 Lijing North Road, Pingshan Comprehensive Bonded Zone, Pingshan District, Shenzhen(Dongtai). KDI and Dongtai shall be referred to individually as a “Party” and collectively as the “Parties”.

本服务协议(“协议”)于2024年5月1日(“生效日期”)由特拉华公司Kent Displays, Inc.(总部位于343 Portage Blvd, Kent, Ohio, 44240, USA(“KDI”))与深圳东泰国际物流有限公司(位于深圳市坪山区坪山综合保税区里景北路3号海翔工业园a -2栋3楼)签订。KDI和东泰应单独称为“一方”，合称为“双方”。

Signed and Agreed by: Signed and Agreed by:

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ShenZhen Dongtai International Logistics Co.,Ltd Kent Displays, Inc.

Name: Liufei Yang Name: Joel Domino

Title: Legal Owner Title : President / CFO

Date: 10th April 2024 Date:

The Parties have executed the agreement by their duly authorized representative’s as of the date of the signed agreement.

自签署协议之日起，双方已由其正式授权代表执行本协议。

1. Scope

The scope of this agreement is for Dongtai to provide warehousing, order fulfilment and logistics services to KDI.

1. 范围

本协议的范围是东泰为KDI提供仓储、订单履行和物流服务。

2. Contract Period

1st May 2024 – 30th April 2026

2. 合同期间

2024年5月1日至2026年4月30日

3. Contact window

Kent Displays, Inc. Primary Contact

3. 联系窗口

肯特显示器公司主要联络

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| --- | --- |
| KDI Legal ContactsJoel Domino – President, Kent, OH USDirect Line: +1 330 673 8784 Ext. 103Email: jdomino@kentdisplays.com | Erika HardyDistribution and Global Inventory Manager, Kent, OH USDirect Line: +1 330 673 8784 Ext.149Email: ehardy@kentdisplays.com |
| Sarah Sha Asia Sales Assistant Shenzhen, ChinaMobile: +86 159 1988 2935Email: SSha@kentdisplays.com | Ivy Zhang Supplier Development Specialist, Shenzhen, ChinaMobile: +86 135 0158 4939Email: izhang@kentdisplays.com |
| Brent KermanProcurement Specialist, Kent, OH USEmail: BKerman@kentdisplays.com | Nithya Venkataraman- China Operations, Kent, OH USDirect Line: +1 330 673 8784 Ext. 136Mobile: +1 330 465 6339Email:NVenkataraman@kentdisplays.com |

ShenZhen Dongtai International Logistics Co.,Ltd

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| --- | --- |
| Ruby XiongCustomer serviceMobile : +86 17388722564Email: assistant@dtimp.com | Fuhua Chen – Sales ManagerMobile: +86 15768473733Email: sales05@dtimp.com |
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4. Dongtai hours of operation and holidays

4. 东泰上班时间及节假日

Office Hours: Monday to Friday 09:00 – 17:30

Office closed on Saturday, Sunday and public holidays. If work is needed overtime rates will apply per Dongtai cost table in Appendix A

办公时间:星期一至五09:00 - 17:30

星期六、日及公众假期休息。如需加班，按附件A东泰报价表计算

5. Handling procedure

Under KDI’s instruction to arrange pick up the outbound cargo. At the same time KDI will also provide Dongtai the outbound shipment details.

KDI will inform Dongtai to check the outbound shipment if the outbound shipment requires Dongtai to provide quantity inspection and a physical outer carton checking upon goods received (such as visible damage or scrap).

KDI will give outbound instruction to Dongtai to release and delivery the specified cargo to KDI’s customers appointed forwarder warehouse or appointed courier company who will arrange the export and delivery to ultimate customer accordingly.

The export declaration will be made by KDI’s factories for shipments to Dongtai. The export declaration will be made by Dongtai for shipments out of the PCBZ(Pingshan Comprehensive Bonded Zone).

Dongtai has received, read and agrees to abide by the KDI SOP for handling shipments in China. (details please refer to Appendix)

5. 处理程序

在KDI的指示下安排提货。同时KDI也会向东泰提供出站出货明细。

如果出运货物要求东泰在收到货物后提供数量检验和实物外箱检查(如可见损坏或报废)，KDI将通知东泰检查出运货物。

KDI将向东泰发出出库指令，将指定的货物放行并交付给KDI客户指定的货代仓库或指定的快递公司，由后者安排出口并交付给最终客户。

出口报关将由KDI的工厂进行报关，然后出货到东泰。出口报关单由东泰公司负责，由东泰公司负责出口。

东泰已收到、阅读并同意遵守KDI在中国处理货物的SOP。(详情请参阅附录)

6. Warehouse Management

Dongtai will provide a normal environment warehouse for the storage.

Dongtai will allow KDI and KDI’s customers (in the presence of a KDI representative), access to the warehouse for auditing purposes.

Staff members must display a photographic identification card inside the secured warehouse.

Visitors will be greeted and registered at the reception. They will be given a visitor pass and escorted by designated staff during their entire visit in the secured premises.

During periods when the premises are not in operations, all access will be locked up and an effective intruder detection alarm system is activated

The process of cargo inspection and assembly of material will be performed by own staff.

Dongtai will also provide service to assist KDI for stock take (cycle count) and goods relocation.

Dongtai agrees to maintain an inventory record accuracy (measured by cycle counting) of at least 99.5% in terms of product piece. For losses of inventory. Dongtai shall reimburse KDI for any inventory at the end of each calendar quarter.

6. 仓库管理

东泰将提供正常环境的仓库存放。

东泰将允许KDI和KDI的客户(在KDI代表在场的情况下)进入仓库进行审计。

工作人员必须在有保安的仓库内出示照相身份证。

访客将在接待处受到欢迎和登记。他们将获得访客通行证，并在整个参观期间由指定的工作人员陪同。

在楼宇停止运作期间，所有出入口将被锁上，并启动有效的入侵侦测警报系统

货物检验和材料组装的过程将由自己的员工完成。

东泰也将提供服务，协助KDI盘点(周期盘点)和货物搬迁。

东泰同意保持至少99.5%的产品件库存记录准确性(以周期计数衡量)。存货损失。东泰应在每个季度末向KDI提供任何库存。

7. IT support

Dongtai will provide internet communication to access the on-line inventory report. The on-line inventory report will include KDI part numbers and the ability to track the trace material within Dongtai warehouse.

7. 提供

东泰将提供互联网通讯，以访问在线库存报告。在线库存报告将包括KDI零件号和追踪东泰仓库内追溯材料的能力。

8. Contracting pricing for services

Dongtai will invoice KDI for the services according to the Quotation in Appendix A. Price increase should be provided 90 days ahead of the contract expiry date with written notice to KDI for review and negotiations. Services not considered under the “quotation” in Appendix A will be quoted by Dongtai to KDI, negotiated and mutual agreed upon.

8. 服务合同定价

东泰将根据附件a中的报价向KDI开具服务发票。提价应在合同到期前90天提供，并书面通知KDI进行审查和谈判。附件A“报价”中未考虑的服务将由东泰向KDI报价，经双方协商同意。

9. Payment

KDI will receive the invoices issued by Dongtai. Payment terms are as follows: Warehousing NET 45days after receipt of invoice.

Invoice will be submitted to KDI’s team, via email to SSha@kentdisplays.com as current practice.

9. 付款

KDI会收到东泰开具的发票。付款方式如下:收到发票后45天内付款。

发票将提交给KDI的团队，按照目前的做法，通过电子邮件发送至SSha@kentdisplays.com。

10. Supplementary Provisions

All business transactions of Dongtai are subject to Dongtai Standard Trading Conditions latest edition(STC).

10. 补充规定

东泰所有商业交易均受最新版《东泰标准交易条件》(STC)的约束。

11.KDI and its suppliers must strictly ensure the authenticity of the goods transferred from overseas to the bonded warehouse (including specific information such as origin, quantity, brand model, gross weight, net weight, size, machine accessories, etc.), the actual goods must be consistent with the packing list and invoice, and ensure that the goods must comply with the requirements of relevant laws and regulations. KDI and its suppliers shall bear all legal liabilities and all expenses incurred (including but not limited to expenses with receipts or invoices) in case of violation of the requirements of this Contract or problems with the goods of KDI and its suppliers, including customs clearance, punishment by the competent authorities, etc. KDI and its suppliers shall compensate Dongtai for the losses caused thereby. At the same time, Dongtai has the right to charge KDI and its suppliers punitive liquidated damages (more than three times the total cost of resolving the incident), and Dongtai has the right and obligation to provide the identity information of the business leader provided by KDI and its suppliers to the customs, commodity inspection and public security authorities.

11.KDI及其供货方从境外转关至保税仓库的货物必须严格保证货物的真实性（含原产地，数量，品牌型号，毛重，净重，尺寸，整机配件等具体信息），实际货物须与装箱单、发票一致，同时保证货物必须符合相关法律法规的要求。在违背本合同要求或因KDI及其供货方货物的问题发生包括通关、被主管机关处罚等恶劣事件由KDI及其供货方承担所有法律责任及产生的所有费用(包括但不限于有收据或发票的费用)，KDI及其供货方应赔偿由此给东泰造成的损失，同时东泰有权向KDI及其供货方收取惩罚性违约金（按解决事件所产生总费用的3倍以上收取），东泰并有权利和义务将KDI及其供货方当时所提供的业务负责人身份信息提供给海关，商检和公安机关。

12. Insurance

Dongtai will provide a basic insurance coverage within Dongtai Warehouse area. In case of loss and/or damage to goods in transit or warehouse. Dongtai will be liable and provide appropriate compensation. All compensations are subject to Dongtai Standard Trading Conditions (STC, Appendix B) latest edition. Any changes of the STC terms and conditions must be mutually agreed by the two parties.

The excess insurance coverage should be covered by KDI.

In case of loss of or damage to goods outside of the transportation and warehousing provided by Dongtai, both parties should discuss and reach a mutual agreed solution regarding liabilities for compensation.

12. 保险

东泰将在东泰仓库区域内提供基本保险。如果货物在运输或仓库中丢失和/或损坏。东泰将承担责任并给予相应赔偿。所有赔偿以东泰标准交易条件(STC，附录B)最新版本为准。STC条款和条件的任何变更必须经双方同意。

超出的保险金额由KDI承担。

在东泰提供的运输和仓储服务之外发生货物灭失或损坏的，双方应协商并达成共同同意的赔偿责任解决方案。

13. Term and Termination

Subject to the other provisions contained in this Agreement, the initial terms of the Agreement will be for two (2) years from the Effective Date. After the aforesaid initial term, the Agreement may be renewed, at the option of KDI, for additional terms of one year each. A renewal option shall be exercised by KDI by giving Dongtai written notice thereof, at least ninety (90) days prior to the end of the initial terms or the current renewal terms, as applicable.During the term of the contract, if KDI requests to terminate the Contract in advance, KDI shall notify us 90 days in advance. The liquidated damages shall be 2 months 'rent and the liability for breach of contract signed between Dongtai and the third party for the performance of this Agreement (the liability for breach of contract in the Lease Agreement shall be borne by KDI (including the related expenses arising from the liability for breach of contract such as lease deposit, warehouse water, electricity and management fees).

13. 期限与终止

根据本协议中包含的其他条款，本协议的初始条款有效期为自生效日起两(2)年。在上述初始期限之后，KDI可以选择将本协议续签，每次续签一年。续期选择权应由KDI在初始期限或当前续期(视情况而定)结束前至少九十(90)天向东泰发出书面通知。

合同期限内，KDI要求提前解除本合同，KDI应提前90天通知我司。违约金为2个月的租金及东泰为履行本协议与第三方签订的（租赁协议》中的违约责任由KDI承担（含租赁保证金，仓库水，电，管理费等违约责任产生的相关费用）。

14. Confidential Information

Non-Disclose and Non-Use. During the Term and for a period of five years thereafter, Supplier and KDI shall each keep confidential and not to disclose to any other Party and all technical and other confidential or proprietary information made available to it by the other Party (“Confidential Information”). Upon the request of the disclosing Party, or in the event of the expiration or termination of this Agreement, each receiving Party shall promptly return all such Confidential Information to the disclosing Party; provided that counsel for the receiving Party may retain one copy of such information, sealed and signed by both Parties, for archival purpose in the event any dispute should arise between the Parties respecting their obligations under this section.

Supplier and KDI shall not use any such Confidential Information of the other Party except in connection with the purpose of this Agreement. The time period of these non-disclosed obligations shall not apply to any Confidential Information that qualifies as a trade secret under any applicable law.

Exceptions. The data or other information disclosed pursuant to this Agreement shall not be deemed to be Confidential Information of the disclosing Party if:

1. at the time of disclose the same was in the public domain or subsequently becomes a part of the public domain through any means other than the breach of the receiving Party’s obligations under this Agreement;
2. Was known to the receiving Party at the time of disclosure;
3. Is at any time disclose to the Receiving Party by any Third Party who has the right to do so and who does not impose any restriction upon the receiving Party regarding the use of such information or the maintenance of its confidentiality; or
4. The disclosure of which is necessary by reason of legal or regulatory requirements, provided that the receiving Party first gives written notice to the disclosing Party to permit it to oppose such requirement and all materials ultimately disclose for legal or regulatory requirements are clearly marked “Confidential”, and provided further that any data or information required to be disclosed by reason of legal or regulatory requirements shall be deemed not to be Confidential Information only for purposes of disclosure to the applicable legal or regulatory authority and shall remain Confidential Information for all other purpose under this Section

14. 机密信息

不披露和不使用。在本协议期限内及之后的五年内，订约供应商和KDI应各自保密，不得向任何其他方披露对方提供给其的所有技术和其他机密或专有信息(“机密信息”)。应披露方的要求，或在本协议期满或终止的情况下，接收方应及时将所有该等保密信息归还披露方;但接收方的律师可保留该等信息的一份副本，经双方盖章并签字，以备双方就其在本条项下的义务发生任何争议时存档。

供应商和KDI不得使用对方的任何该等保密信息，除非与本协议的目的有关。这些未披露义务的期限不适用于根据任何适用法律被认定为商业秘密的任何机密信息。

例外。在下列情况下，根据本协议披露的数据或其他信息不应被视为披露方的机密信息:

(i)披露时该信息已在公共领域，或随后通过除违反本协议项下接收方义务以外的任何方式成为公共领域的一部分;

(ii)在披露时为接收方所知;

(iii)任何有权向接收方披露且不限制接收方使用该等信息或保持其机密性的第三方在任何时候向接收方披露的信息;或

(iv)因法律或监管要求而有必要披露的信息，但接收方首先书面通知披露方，允许其反对该要求，且最终因法律或监管要求而披露的所有材料均明确标记为“保密”;此外，由于法律或监管要求而需要披露的任何数据或信息，仅在向适用的法律或监管机构披露时才被视为机密信息，在本条项下的所有其他目的下仍应视为机密信息

Appendix A

Shenzhen Pingshan Bonded Warehouse Quotation

附录A

深圳坪山保税仓库报价

Appendix B

Standard Terms and Condition

附录B

标准条款和条件

Appendix C

Shipment handling SOP

附录C

装运处理SOP