

# EU Representative Agreement

This agreement will be valid for 1 year from 14-6-2024 to 13-6-2025. Part A could choose to renew the agreement by then, otherwise this agreement will be terminated automatically.

Party A	
Name:	Shantou Jaysuing Cleaning and Environmental Protection Technology Co., Ltd.
Address:	One Of No. 2120, West Tower, Huarun Building, No. 95 Changping Road, Longhu District, Shantou
Contact Person:	Zhang Haochun
E-mail	cwet2659@163.com
Party B	
Name:	Medios AG
Zip Code:	10557
Address:	Heidestr. 9, Berlin, 10557, Germany
Contact Person:	Stefan Schmidt
Tel:	+4930232566800
E-mail:	zhanghaochong44@gmail.com

Party A hereby appoints Party B as the authorized European Representative for their products, Party B accepts the appointment to be the authorized European Representative for Party A in the market of European Union (E.U) , Both parties enter this agreement as follow:

## Obligations and Liabilities of Party A

- Party A assures to provide the updated technical files of each product category with CE mark to Party B. If Party A can not provide the required technical file to Party B within 30 days after approval of CE certification or before using CE mark for "self declaration" products, this agreement will be terminated automatically, Party A should take on any aftereffect by itself. The technical files should be the electronic copy (PDF/WORD/JPG/ vision), the written copy would be submitted if required by the competent authority. If Party A cannot provide the document (electronic and written copy) within the time scope of the competent authority, party B shall not take the responsibility for the delay. Detail of the requirements of the submitted files as following:
  - Declaration of conformity,
  - Copy of the label, packaging and instructions for use (in all languages requested by the countries where the device is marketed)
  - Notified Body certification (where relevant),
  - Post market data, complaints, processes and data,



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- (v) Details of any distributors / suppliers putting the CE marked products on the market,
2. If there are any changes of products and update of technical file, Party A shall notify Party B with change notification in electronic copy as soon as possible. Party A shall send relevant information to Party B's email listed as below within one week upon changing information
  3. Party A should keep the complete sales list of all of the products exporting to any area of E.U (including the OEM products) by electrical documents in English at least 5 years, in order to be provided by Party B for the using to be transferred or inspected to the relevant competent authorities of E.U., Party A assures the accuracy and the validity of the data.
  4. Party A must notice Party B the complaint record and the result of disposal on the accident of products immediately, and Party A should save, transfer, check-up any of the record
  5. Party A should appoint one persons as the primacy linkman who connect with Party B and deal with the normal daily grind according to this agreement. Information of both Parties' linkman should be written in Page one. The information delivered to the primacy linkman who connect with Party A by Party B shall be deemed as delivery to Party A and the instruction provided by the primacy linkman who connect with Party A shall be deemed as the instruction from Party A.  
Party A shall fully realize the risk of selling its products to EU, Turkey market without CE marking or not compliance of EU regulatory. If it caused by Party A, Party A should take the aftereffects such as warning, penalty or even the results that the distribution of its products in market will be prohibited.
  6. Party B is released by Party A of any liability relating to the products manufactured by Party A.
  7. Party A will be fully responsible for the performance of its products and will hold Party B harmless against any liability claim arising from the use of the products manufactured by Party A.
  8. Any liabilities for damage to any third party attributed to service stipulated herein provided by Party B, Party A shall bear all liabilities for damage and undertake to exempt any responsibilities of Party B to any third party. If it is required for Party B to employ any expert and counsel, especially to employ legal counsel to provide consultation and legal agency, Party A shall bear all relevant fees caused by the employment and pay such fees in advance upon request of Party B.

### **Obligations and Liabilities of Party B**

1. Party B shall reserve technical files of each category of party A's products with CE mark. The technical files shall be reserved for at least Two years after manufacturing of the last batch of products. Once competent authority needs the technical files of each category of party A's products with CE mark.
2. Upon receiving the CE technique files, Party B shall give a electronic receipt to Party A within 3 working days. It's the evidence that Party B have received all the required files. Party B would not be responsible for the file content. All the documents, such as sales list and complain records are deemed confidential information; Party B have the obligation to send them to competent authority if necessary. Party B should maintain and keep them secret.
3. Party B shall notify any information about the products with CE mark within the Boundary of E.C.,





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including any claims of customers and the competition company that produce the same CE marked products, to Party A.

4. Party B shall appoint one persons as the primacy linkman whose responsibility is to connect with Party A and deal with the normal daily grind according to this agreement. The information of both Parties' linkman was written in first page of this contract.
5. Party B shall keep all technical files and information of Party A's in confidentiality.

### Service Fee

1. Party A shall pay the service fees to Party B separately according to the agreement for the relevant service provided by Party B.
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.

### Liability for Breach of Contract

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.
2. 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.

### Others

1. Written Form Clause  
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.
2. Contract Language  
This agreement exists in English language. The English version is solely for information purposes. The Parties agree that the English version of this agreement alone shall prevail with legally binding effect.

During the implementation of the agreement, this agreement will be terminated automatically when:

- (a) The day upon Part A's CE Certificate or test report be withdrawn temporarily, be closed or be recalled by the notified body.

(When the above mentioned things happen, Party A is obligated to accomplish the following processes to avoid the further consequences:

- Brief statement in written about the reasons why CE Certificate being withdrawn, being closed or being recalled by the notified body. Written statement of non-sales if there are no products under the withdrawn, closed or recalled CE Certificate exporting to EU market, or if there are products exporting, a written statement of sales would be required with the sales lists, risk assessments

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and the measures and timetable to cover the risk.)

- (b) Party A can not provide the required technical file to Party B within 30 days after approval of the CE certification or before using CE mark for "self declaration" products.
- (c) Party A doesn't payoff the service fee according to this agreement and refuse to explain on the deadline.

No other rights or obligations are applied to Party A or Party B other than specified in this agreement.

PART A:

Signature:

Company Stamp:

Date: 10-6-2024



PART B:

Signature:

Company Stamp:

Date: 10-6-2024

