

EU Representative Agreement

Agreement Number : SUCCESS-EU-2024-10-31-972

This agreement will be valid from 31/ 10/ 2024 to 31/ 10/ 2025 .

Part A could choose to renew the agreement by then, otherwise this agreement will be terminated automatically.

此协议有效期自 2024 年 10 月 31 日至 2025 年 10 月 31 日。

到期后由甲方选择续约或合同自动失效。

Party A / 甲方	
Name (中文名称):	汕头市木眠肌生物科技有限公司
Name (英文名称/拼音):	Shantou Woodsleep Biotechnology Co., Ltd.
Trade Register Number (统一社会信用代码):	91440507MADAY0Q19Q
Add (地址):	汕头市龙湖区华山路57号充耀号商住中心1幢2204号房之三 Room 2204-3, Building 1, Chongyao hao Commercial-Residential Center, No. 57 Huashan Road, Longhu District, Shantou City
Zip Code (邮编):	515000
Contact Person (联系人):	廖惠荣 Liao Huirong
Tel (联系电话):	/
E-mail (邮箱):	zhengyingdai@gmail.com
Party B / 乙方	
Name (名称):	Y & H S.R.L.
Add (地址):	Via Gravina 21 MT matera, Trani, Puglia
Zip Code (邮编):	75100
E-mail (邮箱):	itlyhsrl@gmail.com
Tel (联系电话):	00393917722149

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, the appointed product categories set out in below form:

甲方任命乙方为他们产品的欧盟授权代表, 乙方接受甲方任命, 为甲方在欧盟市场的产品授权代表, 双方签署下列协议, 甲方委托的产品必须有符合资质的 CE 检测报告或/和CE 认证, 委托的产品类别见下表:

Online store information / 网店信息:	
店铺名称 (选填Online shop Name):	/
店铺ID(Online shop ID):	半托634418217365175, 全托634418217757434
Product information / 产品信息:	
制造商中文名称 (Chinese):	汕头市木眠肌生物科技有限公司
制造商英文名称 (English):	Shantou Woodsleep Biotechnology Co., Ltd.
制造商地址:	汕头市龙湖区华山路57号充耀号商住中心1幢2204号房之三 Room 2204-3, Building 1, Chongyao hao Commercial-Residential Center, No. 57 Huashan Road, Longhu District, Shantou City

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Obligations and Liabilities of Party A

甲方职责和义务

1. Party A assures to provide the updated technical files of each product category with CE mark to Party B. If Party A cannot 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 (electrical and written copy) within the time scope of the competent authority and party B, the part shall not take the responsibility for the delay. Detail of the requirements of the submitted files as following:

甲方确保在认证结束后向乙方提供每一大类带 CE 标志产品的、最新的技术文档。如果甲方在认证结束取得证书之后的 30 天内，或者“自我声明”产品在使用 CE 标记之前，仍然没有提供给乙方符合要求的 CE 技术文档的，本协议自动失效，甲方承担由此而引起的所有后果。甲方必需提交电子文件，文件可以是 PDF/WORD/JPG/格式的任何一种。书面文件只有在欧盟当局需要审核时才提交乙方。如甲方未能在欧盟当局要求时间内，提交乙方书面及电子版本文件，乙方不予承担延迟所产生的后果。

所提交文档内容的要求如下：

(i) Declaration of conformity, 符合性声明

(ii) Copy of the label, packaging and instructions for use (in all languages requested by the countries where the device is marketed), 标签、包装、说明书副本（所有上市国家要求的语言的版本）

(iii) Notified Body certification (where relevant), 公告机构证书（适用时）

(iv) Post market data, complaints, processes and data, 上市后数据、投诉、处理和数据

(v) Details of any distributors / suppliers putting the CE marked products on the market, 经销甲方 CE 标志产品的经销商/供方细节

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 above within one week upon changing information .

产品如有改变，技术文件如有更新，甲方需要在更新信息产生后一周之内以电子邮件的形式将相关信息发送到乙方以上电子邮箱。

3. If any accident of products happens within boundary of E.U., Party A shall help Party B to investigate the reason in time. If the accident of the product happens out of E.U., Party A shall notify Party B as soon as possible, and Part B should make decision whether to report to competent authority or not.

If the above mentioned accident of products was known by Party A at first, Party A must send notification to the email of Party B as stipulated in hereof in one working day, analysis and disposal result of the accident to Party B by E-mail or other effective means in writing within one week after relevant accident happened.

如果产品在欧盟境内发生事故，甲方应及时配合乙方调查原因，如带 CE 标志的产品，其事故发生在欧盟境外，甲方应尽快告知乙方，并由乙方决定是否向主管当局报告。

如果上述事故是通过甲方渠道先期获得的，甲方须立即在一个工作日内以电子邮件形式发送至上述的电子邮箱

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中；并需要对事故的调查、分析和处理结果的报告，用电子邮件或书面方式在相关事件产生后一周内通知乙方。

4. Party A shall be responsible for any business dispute related to their product problems, such as accidents or claims for compensation concerning quality that arise after sale. Party B shall assist Party A to handle the dispute in accordance with the authorization of Party A. All the expenses occurred outside the china mainland during Party B's handling of the accident shall be borne by Party A. Party A should pay all of the cost of the traffic and other allowance for PART B's employee or advisor in the china mainland for the need of investigation, analysis and disposal of the accident. Party B is entitled to require Party A to pay in advance. Before Party B receives such payment Party B is entitled to refuse to pay on behalf of Party A or take relevant measures.

甲方应对销售后发生的与其产品相关的事故或质量索赔等业务纠纷负责。乙方根据甲方的授权，协助甲方联络处理。在事故处理中，乙方需要在境外支付的相关费用，须甲方确认后由甲方承担。如果由于调查、取证质量投诉、事故和索赔的需要，乙方雇员或顾问在赴中国内地企业工作的食宿、交通等实际支出的费用，由甲方承担，乙方可以要求甲方支付相应的预付款，在该预付款到账到达乙方指定账户之前，乙方有权利拒绝代为支付或者采取相关措施。

5. 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.

甲方出口欧盟地区之所有产品的销售清单（包括 OEM 的销售清单），在产品停产后至少五年期间，必须用英文文字、电子文档形式保留完整无缺，以备乙方随时用于欧盟之官方的调用、检查。甲方要对提供的数据其准确性、真实性负责。

6. 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 according to the 5th article on the above.

甲方针对客户/用户的事故的投诉、抱怨记录和处理结果，除了应该及时通知乙方以外，所有记录的保存、调用、检查，按照上述第“5”条条办理。

7. Party A should appoint one person as the primacy linkman who connects 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.

甲方需指定一人，作为甲、乙双方的第一联络人，主要职责是与乙方共同协调、处理本协议条款规定范围内的日常工作。双方联络人的联络方式记录在本协议的第一页。乙方发送给甲方联络人的信息视作送达给甲方，甲方联络人给出的相关指示视作甲方给出的指示。

8. Party A shall fully realize the risk of selling its products to EU 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 EU market will be prohibited.

甲方需要充分认识到本企业产品不加贴 CE 标志或不满足欧盟法规要求就销售欧盟市场之必定带来的风险。如果由于甲方的原因，甲方将承担罚款、警告，甚至禁止产品进入欧盟市场之后果。

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Party B is released by Party A of any liability relating to the products manufactured by Party A.

甲方承诺，乙方不对甲方生产的产品的索赔承担任何责任

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.

甲方为其产品性能承担全部责任，并将确保乙方不会因为甲方生产的产品在使用过程中产生的任何责任索赔而承担损失。

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.

如果乙方因提供本协议规定的服务而产生对第三方的赔偿责任，甲方应当全权承担相关赔偿责任，并免除乙方对外的责任。如果乙方由此需要聘请专家和顾问，特别法律顾问提供咨询和法务代理，甲方应承担乙方因此而产生的相关合同费用，乙方有权要求甲方预付相关费用。

Obligations and Liabilities of Party B

乙方的职责和义务

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 ten years after manufacturing of the last batch of products. Once competent authority needs the technical files (including new edition of the technical files which had already registered) of each category of part A's products with CE mark. Party B should send them to competent authority within ten workdays.

乙方应保留甲方每一大类获得 CE 标志产品的技术文档，该文档至少保存至最后一批产品出厂后十年。一旦欧盟主管当局需要获得 CE 标识产品的技术文件（含已备案的技术文件的新版本），乙方负责在 10 个工作日内递交欧盟主管当局。

2. Party B shall notify any information about the products with CE mark within the Boundary of E.C., including any claims of customers and the competition company that produce the same CE marked products, to Party A.

乙方应将有关 CE 产品在欧盟境内的任何消息(包括客户投诉和同类竞争企业)及时通知甲方。

3. Party B shall appoint one person 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.

乙方需指定一人，作为甲、乙双方的第一联络人，主要职责是与甲方共同协调、处理本协议条款规定范围内的日常工作。双方联络人的联络方式记录在本协议的第一页。

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。

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5. Party B shall not be responsible for the authenticity of the documents provided by Party A. If the documents provided by Party A are false, all responsibilities shall be borne by itself.

乙方不对甲方提供的文件的真实性负责。甲方提供文件如有造假，一切责任自行承担。

6. Party B is the EC-REP requirements for product safety and compliance. Our service is to provide the person in charge of product safety and compliance services under this framework. The contact information can be filled in the Amazon background and printed on the product packaging. If the product has safety problems, the European representative will assist to exchange information with EU officials. Our services do not involve logistics / sales / return / customs clearance / infringement / trademark / patent and other fields. We also do not provide documents signed on DOC documents (Declaration of product conformity).

欧代（欧盟合规负责人）是欧盟对产品安全和合规的要求，我司的服务是在这个框架下提供与产品安全合规方面的负责人服务，欧代联系信息可填写在亚马逊后台以及印刷在产品包装上。如果产品出现安全方面的问题，欧代会协助中国客户和欧盟官方进行信息交换。我们的服务不涉及物流/销售/退货/通关/侵权/商标/专利等领域的。我们也不提供在DOC文件上（产品符合性声明）签字的。

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.

就乙方提供本协议规定的相关服务，应当按照单独约定支付乙方服务费用。

2. After the agreement comes into effect, the service has been generated. If it is not due to Party B's fault, the fee will not be refunded.

协议生效后，代表服务已经产生，如非乙方过失，费用不予退还。

3. 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。

4. All agreements must be in Written Form Clause 所有协议约定必须遵循书面形式

5. 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。

6. 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。

7. Severability clause 可分割性条款

If any provision of this agreement or a provision incorporated herein at a later date 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.

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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。

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

在协议执行期间内，下列情形为本协议的自动终止日期：

9.(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:

甲方的 CE 证书或测试报告因事故被发证机构暂时吊销/关闭/收回的。(以上事实一旦发生，甲方需主动配合乙方做好以下善后工作，否则将承担由于不作为或者作为不当而产生的所有责任：

Brief statement in written about the reasons why CE Certificate being withdrawn, being closed or being recalled by the notified body. 书面简要说明证书被吊销/关闭/收回的原因。包括更换公告机构的理由。

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 and the measures and timetable to cover the risk.)

书面确认被取消的 CE 证书所有列产品是否已经有出口欧盟市场。如果没有，请出具书面声明，如果有，请附上出口销售清单，同时请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。)

(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.

甲方在认证结束取得证书之后的 30 天内，或者“自我声明”产品在使用 CE 标记之前，仍然没有提供给乙方符合要求的 CE 技术文档的，本协议自动失效。

(c) Party A doesn't payoff 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欧盟代表服务费用，又不作解释的。

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。

We simply act as an EU representative for cross-border sellers, and are not manufacturers/importers/distributors for the product, nor involved in the manufacture/import/sale of the product. Therefore, we are not responsible for any after-sales services related to the product. In case of any product quality or infringement issues, the manufacturer/importer/seller shall be solely held responsible.

我司作为跨境卖家的产品欧代负责人，非产品制造商/进口商/分销商，未参与产品的制造/进口/销售，不负责产品的售后，如出现产品质量或侵权问题，概由制造商/进口商/卖家自行负责。

PARTY A: Shantou Woodsleep Biotechnology Co., Ltd.

PARTY B: Y & H S.R.L.

Signature (签字):



Signature (签字):



Company Stamp (公章):



Company Stamp (公章):

Date (日期): 2024-10-31

Date (日期): 2024-10-31