

《UK Agent Agreement》

NO. ESUK20231010030LM

This agreement will be valid for 1 year from 10/10/2024 to 9/10/2025 Part A could choose to renew the agreement by then, otherwise this agreement will be terminated automatically.

Part A	
Name:	Shantou Woodsleep Biotechnology Co., Ltd.
Add:	Room 2204-3, Building 1, Chongyaohao Commercial-Residential Center, No. 57 Huashan Road, Longhu District, Shantou City
Contact Person:	Liao Huirong
Tel/Fax:	13342745877
E-mail:	zhengyingdai@gmail.com
Party B	
Name:	EELHOE PERFECT DAILY LTD
Add:	FLAT 46 EAGLE WORK 58 QUAKER STREET,LONDON,ENGLAND E1 6SX
Contact Person:	Zhang Jiaming
Tel/Fax:	447472085998
E-mail:	zhangjiaming00@outlook.com

Party A hereby appoints Party B as the authorized United Kingdom Representative for their products, Party B accepts the appointment to be the authorized United Kingdom Representative. Both parties enter this agreement as follow:

Obligations and Liabilities of Party A

1. Party A assures to provide the updated technical files of each product category with UKCA Mark to Party B. If Party A cannot provide the required technical file to Party B within 30 days after approval of UKCA certification or before using UKCA Mark for "self-declaration" products, this agreement will be terminated automatically, Party A should take on any aftereffect by itself.

(i) If Party A's products are subject to UK harmonisation legislation requiring it to have an UK declaration of conformity or declaration of performance, Party A will provide that declaration to party B ahead of the products being put onto the market, or if already in circulation at the time of the start of this agreement.

(ii) Copy of the label, packaging and instructions for use (in all languages requested by the countries where the device is marketed),

(iii) Notified Body certification (where relevant),

(iv) A general description of the product, Photo, Conceptual product design and manufacturing drawings and, where appropriate, schemes of components, circuits, etc., Descriptions and explanations needed for the understanding of those drawings and schemes, A list of the harmonized and non-harmonized standards applied in full or in part during the conformity assessment process, Test reports and risk assessment file, Copies of conformity documentation for critical product components

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:zhangjiaming00@outlook.com

3. If any accident of products happens within boundary of UK, Party A shall investigate the reason in time.

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 Article 2 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.
4. Party A shall be responsible for any business dispute related to their product problems, Party A investigate slove in time.
 5. Party A should keep the complete sales list of all of the products exporting to any area of UK, (including the OEM products) by electrical documents in English at least 10 years, in order to be provided by Party B for the using to be transferred or inspected to the relevant competent authorities of UK, Party A assures the accuracy and the validity of the data.
 7. Party A should appoint one person 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.
 8. Party A shall fully realize the risk of selling its products to UK market without UKCA Marking or not compliance of UK 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 UK market will be prohibited.
 9. Party B is released by Party A of any liability relating to the products manufactured by Party A.
 10. 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.

Obligations and Liabilities of Party B

1. Party B shall reserve technical files of each category of party A's products with UKCA Mark. The technical files shall be reserved for at least Two years after manufacturing of the last batch of products, but no less than 10 years after being first put on the market. Once competent authority needs the technical files of each category of part A's products with UKCA Mark.
2. Upon receiving the UKCA technique files, Party B shall give an 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. Part B should maintain and keep them secret.
3. Party B as the authorized United Kingdom Representative, only used for amazon e-commerce platform review, does not include customer product sales clearance processing and any other items.
4. 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.
5. Party B shall keep all technical files and information of Party A's in confidentiality.

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.

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.

PART A:

Company Stamp:

Signature:

Date: 10/10/2024



PART B:

Company Stamp:

Signature:

Date: 10/10/2024

