

**SINO-SEAR GmbH**  
**European Authorized Representative**

**CONFIDENTIAL**  
**AGREEMENT FOR**  
**AUTHORIZED REPRESENTATIVE SERVICES**

**This agreement will only be valid from 2024-10-08 to 2025-10-08 . Seller could choose to renew the agreement by then, otherwise this agreement will be terminated automatically.**

<b>Seller</b>	
Name	<b>Yangkunzhang</b>
Address	<b>shenzhen jingchuang gangzhilong</b>
Tel	<b>188xxxxxxx</b>
E-mail	<b>yangkunzhang@ptcaoi.com</b>
<b>Representative</b>	
Name	SINO-SEAR GmbH
Address	Feuerbachstrasse 11, 14471 Potsdam, Germany
Tel	+4933195130908
E-mail	info@sino-sear.com

1. This document describes an agreement for Authorized Representative services to be provided by SINO-SEAR GmbH for the products identified in Annex 1.
2. On the basis of this agreement, SINO-SEAR GmbH will serve as the Authorized Representative established in the European Union (EU) for (Company name and address of company). "Authorized representative" means any natural or legal person established in the Community who, explicitly designated by the manufacturer/seller, acts and may be addressed by authorities and bodies in the Community instead of the manufacturer/seller with regard to the latter's obligations under this Directive.
3. For the remainder of this agreement,Yangkunzhang will be referred to as the "manufacturer/seller" and **SINO-SEAR GmbH**, as the "Authorized Representative."
4. The manufacturer/seller agrees to meet the requirements of all applicable national laws and regulations, which transpose the European Directives for products with the CE Mark, sold in Germany and the European Union, and any other relevant European Directives.
5. The responsibility for ensuring that the manufacturer/seller's product(s) meets the requirements of the European Directives for products with the CE Mark, sold in Germany and the European Union, and any other relevant European Directives lies with the manufacturer/seller and not with the Authorized Representative.
6. The manufacturer/seller agrees that the Authorized Representative is not liable or responsible in any way for any incomplete or inaccurate statements or information concerning or placed on the products affixed with the CE mark and marketed within the EU for which the Authorized Representative has been designated by the manufacturer/seller.
7. The manufacturer/seller agrees that the Authorized Representative is not liable or responsible in any way for the safety, performance or failure of the devices for which the Authorized Representative has been designated caused by the design, manufacture, packaging, labeling, distribution, or use of the devices, or any other characteristics or attributes of the devices.
8. The manufacturer/seller agrees that the Authorized Representative is not liable or responsible in any

way for the costs incurred by voluntary product withdrawal from the market by the manufacturer/seller or as a result of actions taken by any Competent Authority with regard to the products placed on the EU market by the manufacturer/seller.

9. As agreed with the manufacturer/seller and, when necessary, as specified in the manufacturer/seller's standard operating procedures (see paragraph 11), the following services, subject to paragraphs 19 and 20 of this agreement, can be provided by the Authorized Representative:
- a) contacting Notified Bodies to carry out activities related to the CE marking process
  - b) serving as the official contact with European authorities if a Member State takes measures to withdraw the manufacturer/seller's products from the market or prohibits or restricts its being put into service
  - c) receiving and transmitting to the manufacturer/seller information on adverse events concerning the manufacturer/seller's products
  - e) maintaining all required technical documentation for a period ending at least five years after the last product has been manufactured

In addition, the following ancillary regulatory affairs services can be provided upon request:

- h) providing information on the CE marking process
  - i) assisting in development of technical documentation
  - j) assessing the costs of and / or providing translation services
  - k) other regulatory services, as requested and agreed by both parties of the agreement
10. The Authorized Representative will comply with the Yangkunzhang EU Authorized Representative procedure. Each version will need to be agreed by both parties.
11. The manufacturer/seller agrees to provide the following information on the product(s) to be marketed in the European Union for which the Authorized Representative has been designated to act as Authorized Representative, to provide the same information on any new products as they are added to the portfolio, and to maintain the current status of this information in the event of any change:
- a) a list of the relevant product(s)
  - b) a copy of the manufacturer/seller's Declaration(s) of Conformity
  - c) a list of contents of the technical file(s) and a copy of the technical file(s) for the product(s) in part or in its (their) entirety, as agreed by the Authorized Representative and manufacturer/seller
  - d) a copy of product labeling including primary labeling, instruction leaflet/user manual, in English or another language to be agreed by the manufacturer/seller and Authorized Representative
  - e) a list of countries where the product(s) is (are) marketed
  - f) a list of importers and distributors of the relevant product(s), including addresses (including e-mail, if available), telephone and fax numbers, and the name(s) of contact person(s)
  - g) the regulatory status (for example, classification, approval status) of the product(s) under the requirements of the country of origin of the product(s)

- h) if any other information is requested by a European Competent Authority from the Authorized Representative, the manufacturer/seller shall provide the requested information to the Authorized Representative within 72 hours for transmission to the Competent Authority. The manufacturer/seller is responsible for arranging any translations that may be needed within an agreed timescale

Because **SINO-SEAR GmbH** is located in Germany, its Authorized Representative service and file may be subject to audit by the German Competent Authority. Since the manufacturer/seller's products are marketed in Germany, it will be necessary for the manufacturer/seller to provide:

- i) a copy of the instructions for use and product /package labeling in the German language
12. The manufacturer/seller agrees to provide the following information in relation to the manufacturer/seller's quality system, and to maintain the current status of the information provided either at the time of any change or on at least an annual basis:
- a) notification in writing if any certificate referring to any product has been withdrawn
- b) a Standard Operating Procedure or other documented means (e.g. checklist), which indicates the existence of a Declaration of Conformity before release of product in Europe
- c) a copy of the quality system procedure(s) that describes the steps that will be taken to report adverse incidents concerning the manufacturer/seller's product(s) under the vigilance requirements of the European Union. This procedure should include:
- specification of the role of the distributor(s) to transmit adequate and accurate information on adverse incidents directly to the manufacturer/seller
  - as agreed between the manufacturer/seller and Authorized Representative, the role of the Authorized Representative in helping the company comply with the vigilance requirements
13. The manufacturer/seller recognizes the requirements of Article 14 (2), *Registration of persons responsible for placing devices on the market*, which applies to distributors and importers and not to the Authorized Representative. However, the manufacturer/seller can request that the Authorized Representative perform or assist in the performance of services related to these requirements. Article 14 (2) states: "Where a manufacturer/seller who places devices referred to in paragraph 1 on the market under his own name does not have a registered place of business in a Member State, he shall designate the person(s) responsible for marketing them who is (are) established in the Community. These persons shall inform the competent authorities of the Member State in which they have their registered place of business of the address of the registered place of business and the category of devices concerned."
14. Unless otherwise specified in writing, the following documents are considered to be privileged and confidential:
- this agreement and fee arrangement
  - correspondence between the manufacturer/seller, Authorized Representative or other party as requested by the manufacturer/seller
  - technical documentation, other than releasable commercial information
  - information and correspondence to official European bodies, such as the relevant Notified Body(ies) or Competent Authorities, to comply with the laws and regulations of the European Union or of individual European Member States and countries.
15. After the expiration of the valid period of this Agreement, if no renew application received from the seller before sixty (60) days of the termination date, then this agreement will be terminated automatically.
16. Upon sixty (60) days' written notice before the end of a full year of this agreement, the manufacturer/seller or Authorized Representative may terminate this agreement; however, any services provided by the Authorized Representative during the period of the agreement, not covered by the representation fee, must be paid in full within thirty (30) days of the termination of the agreement.

If either party is in material breach of this Agreement, the non-breaching party may serve the breaching party with a written notice of the material breach and request that the breaching party cure such breach within 30 days of receipt of the notice. If the breaching party fails to cure the material breach within 30 days after its receipt of the notice, the non-breaching party may terminate this Agreement by sending written notice of termination to the breaching party. The termination of this Agreement shall take effect immediately upon receipt of such notice by the breaching party.

All notices under this paragraph shall be sent by courier with tracking numbers and shall be deemed received on the 3rd business day following dispatch.

17. As long as the Authorized Representative does not exceed his powers to act on behalf of the manufacturer/seller, the responsibility for actions by the Authorized Representative lies with the manufacturer/seller and not with the Authorized Representative.
18. The fee referred to in paragraph 19 is not refundable in any part if this agreement is terminated at any time after the initiation of the period of agreement
19. This contract does not include services related to the registration of **Yangkunzhang** products at the relevant Stiftung Elektro-Altgeräte Register (EAR = WEEE) and Zentrale Stelle Verpackungsregister (ZSVR = VerpackG) and the transport, pick-up and the disposal of recyleable packaging and electrical products, nor to the notification or conduct of possible product recalls, nor reimbursable and reasonable expenses (telephone calls, faxes, copying, postal, travel) if at all necessary.
20. The manufacturer/seller will be notified in writing if services that are required or requested by the manufacturer/seller and provided by the Authorized Representative will exceed the scope of the European Authorized Representative covered by the representation fee.
21. The manufacturer/seller will receive an invoice for charges for any work conducted beyond the two hours covered by the representation fee.
22. The manufacturer/seller agrees to pay invoices upon receipt or no later than 30 days after the receipt of the invoice.
23. If the manufacturer/seller/seller is found to have intentionally breached the agreement by putting products on the EU market in breach of European and international patent laws or if he knowingly sells sub-standard, dangerous or copycat products that are made to look like quality brand products (i.e. Fake iPhones, Samsung, BOSCH Headphones etc.) SINO-SEAR GmbH may terminate the agreement without notice.

**AGREED AND ACCEPTED by:**

**Seller:**

**Yangkunzhang**

**shenzhen jingchuang gangzhilong**

*Yangkunzhang*

*Yuanshuangyuan*

**By:**

**Yangkunzhang**

**Managing Director**

**08 October 2024**

**Representative:**

**SINO-SEAR GmbH**

**Feuerbachstrasse 11,**

**14471 Potsdam, Germany**

**By:**

**Hans-Joachim Bobsin**

**Managing Director**

**08 October 2024**