

UK Authorized Representative Service Agreement



This agreement is made between

<company name> of <address, postcode, city, country>, hereafter referred to as “<NAME>”,

and

ProductIP BV of Rubensstraat 211, 6717 VE Ede, The Netherlands, hereafter referred to as “ProductIP”

Purpose of agreement

- ProductIP has its registered place of business in a member state of the European Union (“EU”).
- ProductIP (UK) Limited has its registered place of business at 8 Northumberland Avenue, London WC2N 5BY, United Kingdom and is a wholly owned subsidiary of ProductIP BV
- <NAME> intends to export certain products into the United Kingdom, hereafter referred to as the ‘Area’.
- ProductIP is willing to assist <NAME> as its Authorized Representative in the Area for the contacts between <NAME> and authorities in the Area, within the meaning of Authorized Representative in the relevant United Kingdom Legislation.
- In this role ProductIP will function as a communication channel and contact point for authorities in the Area for <NAME> regarding regulatory compliance issues concerning products brought into the mentioned countries by <NAME>.
- Products under this agreement are products for which <NAME> has created a technical file in the ProductIP product compliance management platform, filled the file with the legally required and other necessary product compliance documentation, set the file to the ‘reviewed’ status and added the AR-flag in the platform.
- By setting the ‘reviewed’ status <NAME> takes full responsibility for the content, suitability and completeness of the technical file in compliance with the applicable United Kingdom legislation.

General terms

- ProductIP and ProductIP (UK) Limited are and shall remain independent contractors and are not and shall not be deemed to be an employee, joint venture, partner or franchisee of <NAME> for any purpose whatsoever.
- ProductIP and ProductIP (UK) Limited are not appointed, and this Agreement shall not be interpreted to imply its appointment, as “<NAME>” nor “manufacturer”, nor “importer”, nor “distributor” as those terms are used in the relevant United Kingdom legislation. ProductIP assumes no responsibility, and expressly disclaims, any liability hereunder or

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implied by Law for the fitness, suitability, marketability, safety, functionality, or legal compliance of any <NAME> product.

- This Agreement shall be governed by the Law of The Netherlands. Any disputes will in the first instance be settled in an amicable way, or if not possible will be brought to the District Court in Arnhem, The Netherlands.
- ProductIP and ProductIP (UK) Limited shall not be liable for any failure of delay in performance due to any causes beyond ProductIP's reasonable control, including but not limited to, acts of nature, acts of governments, international unrest, fires and floods.
- ProductIP General Conditions as filed on 21 January 2015 with the District Court of Gelderland, The Netherlands under number 2015/6 apply to this agreement.

Authorized Representative Status

- The <NAME> hereby appoints ProductIP as its exclusive authorized representative in the Area.
- The ProductIP Authorized Representative Services are only possible for NON-FOOD products that are under the scope of one or more of the following United Kingdom legislations: General Product Safety Regulation (General Merchandise, Food Contact Materials) Electrical Equipment Regulations, Electromagnetic Compatibility Regulations, PPE Regulations, Toys Regulations, Radio equipment Regulations, The Supply of Machinery Regulations, Construction Products Regulations and the regulations as generated from the ProductIP regulatory database. Products solely or also covered by the Medical Devices and/or Pyrotechnic Articles Regulations and/or Annex 4 of The Supply of Machinery Regulations are explicitly EXCLUDED from the service.

Authorized Representative's Duties and Responsibilities

- **Storage;** Keeping the technical product compliance documentation and any required UKCA Declaration of Conformity at the disposal of national market surveillance authorities and cooperate with them at their request for a period up to 10 years from the moment the last product was placed on the market in the Area.
- **Confidentiality;** ProductIP and ProductIP (UK) Limited keep <NAME> files confidential and only share them with the relevant Authorities in the Area. Per <NAME> written instruction ProductIP can share information via URL and QR code (B2C) with end users.
- **Defective product claims;** In case of any claim relating to a defective product ProductIP and ProductIP (UK) Limited will both forward the claim to the producer and assist the consumer by indicating the contact details of the producer for these purposes within in a reasonable time that allows the consumer to address his request for compensation to the producer. ProductIP and ProductIP (UK) Limited will NOT represent <NAME> in any claim relating to a defective product.

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- **Legal requirements;** Through the ProductIP product compliance management platform <NAME> can always obtain the latest status of legal requirements in the Area covered by this agreement.
- **Request for information;** Upon a reasoned request from a competent national authority in the Area, ProductIP or ProductIP (UK) Limited will provide that authority with all the information and documentation necessary to demonstrate the compliance of a product, as far as this is kept in the technical file in the ProductIP product compliance management platform. The information will be provided to the competent authority within the legally required time-frame; in case it is not possible to obtain written approval from <NAME> before sending information to authorities, ProductIP will inform <NAME> immediately whilst proceeding with the providing of information to the said competent authorities.
- **Informing <NAME>;** ProductIP and ProductIP (UK) Limited will promptly notify <NAME> of any communication received from any competent authority or Approved Body in connection with a product and any proceedings initiated by any competent authority in connection with a product. Where possible, before responding ProductIP and ProductIP (UK) Limited will give <NAME> reasonable time to respond to proposed answers or actions. In case of difference in position between <NAME> and ProductIP and ProductIP (UK) Limited the position of <NAME> will prevail and will be provided to the Competent Authorities with a formal endorsement from <NAME>.
- **Immediate notification of product incidents;** <NAME> will inform ProductIP or ProductIP (UK) Limited without delay of any issues, sales stops or recalls of any of the products under this agreement, including in any market outside the Area that comes to her knowledge. This information may facilitate proper action towards the competent authorities within the Area.
- **Collecting complaint information;** ProductIP will not collect complaint information for <NAME>. <NAME> will provide ProductIP with any complaint information about products covered by this agreement through a monthly update. <NAME> is responsible to take adequate measures in case of repeated complaints.
- **Cooperation in case of product risk;** ProductIP will inform <NAME> immediately in case competent authorities demand cooperation by <NAME> with the competent national authorities. <NAME> will take the required action to eliminate the risk posed by products covered by this agreement.
- **Inspections by authorities;** ProductIP will notify <NAME> of any inspections by competent authorities and is available to be present during such inspections.
- **Forward Copies;** ProductIP will forward to <NAME> copies of any and all written requests, notifications and/or orders from the Competent Authorities and/or Approved Bodies and/or third parties to the extent that they contain information relating to <NAME> and/or the products covered by this agreement.

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Obligations of <NAME>

- **Product recalls and advisory notices;** <NAME> is responsible for initiating and executing all activities related to any product recalls and/or advisory notices.
- **Compliance with applicable United Kingdom legislation;** <NAME> shall ensure and guarantees that all Devices that bear the UKCA marking of conformity are in compliance with the applicable United Kingdom legislation and their Annexes at all times.
- **UKCA Declaration of Conformity;** Where legally applicable <NAME> shall draw up and sign the UKCA Declaration of Conformity prior to any UKCA marking and placing on the market of the products in the Area
- **Technical documentation;** <NAME> will provide the Authorized Representative with the technical documentation and any required UKCA Declaration of Conformity through the use of the technical file in the ProductIP platform. <NAME> will subsequently keep the documentation up-to-date.
- **Information and/or assistance;** <NAME> will provide without delay any information and/or assistance that ProductIP or ProductIP (UK) Limited may reasonably request.
- **Use of ProductIP's name;** <NAME>'s use of ProductIP's name and/or its reference to ProductIP shall only be authorized as follows: (i) with respect to products which are in compliance with the relevant United Kingdom legislation, its Annexes and other applicable laws at all times; (ii) upon <NAME>'s compliance with the requirements to procure and maintain insurance pursuant to the terms and conditions of this Agreement; (iii) upon <NAME>'s execution of the UKCA Declaration of Conformity; and (iv) upon <NAME>'s strict compliance with all other terms and conditions as set forth in this Agreement.
- **Technical file;** For products covered by this agreement, <NAME> will create a technical file in the ProductIP product compliance management platform and include in the file all compliance evidence required. This includes at least the high-risk documents that are classified as 'A' documents in the ProductIP platform. A comprehensive list of compliance evidence required is generated per product in the ProductIP platform.
- **Insurance policy;** <NAME> shall, at <NAME>'s own expense, procure and maintain general and commercial liability insurance, including but not limited to broad form contractual and product liability coverage against claims for bodily injury, death, property damage and loss or other damage arising out of, caused by and/or relating to the products and/or their components. <NAME> will provide to ProductIP a copy of this insurance policy.
- **Fees;** Fees for the ProductIP services are as follows:

Authorized Representative Services

- Annual fee for the Authorized Representative service is Euro 2,000.00
- Deposit for the first 8 hours of legal support is Euro 1,800.00
- Hourly rate for Authorized Representative Services is Euro 225 per hour

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- Expenses, travel cost will be charged to <NAME> on cost basis

ProductIP product compliance management platform

- Pay-as-you-go and custom Enterprise models as per the applicable ProductIP Services Overview
- Prices include unlimited number of users, 10-year availability of the technical file
- Enterprise users are entitled to a discount of 10% on ProductIP In-File Purchase services

Invoicing will be done via email. Fees shall be paid by <NAME> within a payment term of 14 calendar days upon receipt of the invoice.

- **Address/contact reference;** <NAME> will ensure that the address reference to ProductIP (UK) Limited on product, artwork or any other information related to the product is legible and only as follows:

UK Authorised Representative
(for authorities only)
ProductIP (UK) Ltd.
8, Northumberland Av.
London WC2N 5BY

Each product will **also** contain a reference to <NAME> including full name and contact address for users/consumers to contact in case of need for support or to file claims or complaints about the product.

- **Requests;** <NAME> shall comply with all requests for information from ProductIP that, in ProductIP's sole discretion, are necessary to comply with United Kingdom legislation concerning the products under this agreement.
- **Changes;** <NAME> shall inform ProductIP by written notice of any change that should be reported in the Technical File as proof of compliance with legal requirements

Duration of Agreement

This Agreement takes effect on the date of its signing by both parties and will automatically renew on each 12-month anniversary unless terminated (i) by either party by written notice to the other with a notice period of not less than ninety (90) days, or (ii) as provided in section 'Termination' below.

Termination

"Material Breach" in the meaning of this section shall include but is not be limited to:

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- (a) <NAME> not providing ProductIP information or support pursuant to an explicit obligation under this Agreement; and
- (b) <NAME>'s non-fulfilment of United Kingdom national law requirements causes <NAME> to infringe United Kingdom law.

The Agreement may be terminated immediately by a party upon written notice to the other party of no less than (30) days stating grounds constituting good cause. Good cause shall be deemed to exist if the circumstances would make it unreasonable for the non-defaulting party to continue performing the Agreement, including one or more of the following events:

- the other party fails to render payment in accordance with this Agreement;
- the other party fails to promptly cure a Material Breach of this Agreement not later than thirty (30) days after notice reasonably specifying the breach, and/or fails to remedy the consequences of such breach. If the defaulting party fails to cure the default within said time frame, this Agreement terminates automatically without further notice;
- the other party chronically engages in conduct or withholds cooperation in a manner that makes the non-defaulting party's performance under this Agreement untenable;
- the other party ceases to conduct business in the normal course; becomes insolvent; makes a general assignment for the benefit of creditors; suffers or permits the appointment of a receiver, trustee, or similar officer for its business or assets; engages in fraudulent transfers; or files for bankruptcy or protection of creditors.
- In the event that the insurance <NAME> shall procure and maintain pursuant to this Agreement is not renewed, terminated, or changes in coverage to ProductIP's detriment.

Effect of Termination

- **Discontinue References;** Following termination of this Agreement, <NAME> shall immediately discontinue any and all references to ProductIP with respect to the UKCA Declaration of Conformity procedure and any UKCA marking of conformity on its products and their labels.
- **Continuing Obligations;** Obligations of the parties regarding compliance with applicable Law, including retention of records, shall survive the termination of this Agreement for as long as any product with ProductIP's name on the label is available to the market or as otherwise required by any Law. During this period <NAME> shall continue to reimburse cost and hours to ProductIP for Authorized Representative activities as specified in this agreement that are related to products in the market bearing the ProductIP name.
- **Transfer;** Upon <NAME>'s appointment of another authorized representative pursuant to the Directive, which authorized representative will replace ProductIP, ProductIP and ProductIP (UK) Limited shall reasonably cooperate with <NAME>'s requests to transfer technical information and/or documentation relating to the Devices. <NAME> shall pay

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all costs and expenses, including reasonable attorneys' fees, if any, relating to such transfer.

Signed

Date _____

16 December 2020

Place _____

Ede,

Name _____

M.J. van der Dussen

Position _____

Position Managing Director

for <company name>

for ProductIP BV