Europe Services, SE · Na Čečeličce 425/4, 150 00 Praha 5, Czech Republic — REP27 LTD · Mildenhall, Suffolk, United Kingdom

EU Representative Services Agreement

> Europe Services, SE and REP27 LTD — version 2.0, 23 November 2026. This is the agreement referred to in the designation form and at checkout. Previous versions and changes: https://gdprrepresentative.com/terms/

1. Parties

The provider is Europe Services, SE, Na Čečeličce 425/4, Smíchov, 150 00 Praha 5, Czech Republic, IČO 03571785, registered at the Municipal Court in Prague, file H 1486. For designations under Article 27 of the UK GDPR the provider is REP27 LTD, company number 17385889, Unit 82a James Carter Road, Mildenhall, Suffolk IP28 7DE, United Kingdom. The client is the company or individual named in the designation form. Where a client buys both territories, each entity contracts for its own territory and neither is liable for the other's mandate.

2. What the client appoints us to do

Under Article 27 GDPR, and where applicable Article 27 of the UK GDPR, the client designates the provider as its representative for the territory stated on the designation. A designation under Article 27 GDPR covers the whole European Economic Area: all 27 EU Member States plus Norway, Iceland and Liechtenstein, at no extra cost. In that capacity the provider is addressed, in addition to or instead of the client, by supervisory authorities and data subjects on all issues related to the processing. Where the client buys the responsible person service, the provider is designated under Article 16 of Regulation (EU) 2023/988 for the products listed in the file, as set out in Annex 5. Where the client buys the Multi plan, the provider also acts for its CE-marked products as set out in Annex 6. Where the client buys a plan under the Cyber Resilience Act, Annex 7 applies. Sections 1 to 15 apply to every plan; an annex prevails over them for the service it describes.

3. What we do

We publish a contact address the client puts in its privacy notice. We receive requests from data subjects and authorities, log the date of arrival, and forward them to the client within two working days with the original text and the statutory deadline already calculated. We keep a copy of the client's record of processing activities under Article 30(1) and make it available to a supervisory authority on request. We answer procedural questions about the designation itself and confirm its validity to anyone who asks. Paid plans also include, free of charge, the Swiss declaration under Article 14 nFADP described in Annex 4.

4. What we do not do

We do not answer on the merits in the client's place, do not give legal advice, do not act as data protection officer, do not carry out audits or impact assessments, do not draft the client's privacy notice, do not act as representative in Switzerland under Article 14 nFADP, and do not represent the client in proceedings. The designation is without prejudice to legal actions which may be brought against the client itself, as Article 27(5) GDPR provides.

5. What the client undertakes

The client keeps the information in the designation form true and up to date, and tells us within fifteen days of any change to its registered address, activity, processing or contact person. The client publishes the exact wording we supply in its privacy notice. The client supplies its record of processing activities under Article 30(1) and keeps it current. The client replies to forwarded requests within the statutory deadline. The client tells us before it starts any processing that falls within Annex 3.

5A. Client compliance

The client processes personal data in compliance with the GDPR and, where the designation covers the United Kingdom, with the UK GDPR and the Data Protection Act 2018. In particular, the client: (a) obtains, before the processing starts, every consent required by law, including consent to personalised advertising and to the storing of, or access to, cookies and other identifiers on users' devices, and keeps evidence of each consent; (b) applies appropriate measures where its services are offered to or used by children, including age-appropriate information and, where Article 8 of the GDPR or of the UK GDPR applies, the consent of the holder of parental responsibility; (c) keeps its record of processing activities under Article 30 complete and up to date and supplies the current version to us on request. The designation of a representative does not transfer any of these obligations to us.

6. Records under Article 30

The client's record stays the client's document: we hold a copy, we do not write it and we do not correct it. Where the client has no record yet, we supply a template. Failure to supply the record does not invalidate the designation but leaves the client exposed if an authority asks us for it.

7. Plans, requests and fees

Fees are those shown at the time of purchase, exclusive of VAT where applicable. The Base plan covers up to ten forwarded requests per year; beyond that the client may move to Standard, which has no limit on forwarded requests, paying only the difference for the remaining term. The Multi plan adds a mailbox dedicated to the client alone. From the second year the renewal fee shown at the time of purchase applies.

A free trial of seven days, with no card required, is available only where the order form offers it: for the Base, Standard and Multi plans paid yearly for the EU only or for the UK only, and for the DSA designation and its packages. It is not available for the EU and UK together, for the responsible person, cosmetics, Cyber Resilience Act or AI Act services, or for monthly billing unless the order form offers it. During the trial the designation is active and publicly verifiable. During a free trial no

fee is due and the client is not bound to any paid term. The payment link is sent on approval of the designation. If the client has not paid by the end of the trial (seven days unless the trial link states a different period), the designation is automatically suspended, with no invoice, debt or further obligation. If the client pays, the term of twelve months runs from the date of issue of the designation, the trial period included.

Where the order form offers monthly billing, the client commits to a **binding minimum term of twelve months**, paid in twelve monthly instalments. The twelve instalments are due in full even if the client stops the renewal before the end of the term: a stop takes effect at the end of the current twelve-month term, and until then billing continues. The term then renews for further twelve months, with the same minimum, as section 8 provides. The monthly instalment is shown at the time of purchase. The DSA designation, alone or in a package, is billed month by month as its supplement provides. The «New companies» annual plan paid in instalments is not monthly billing: it is an annual commitment governed by the New Companies Instalment Plan Supplement, which prevails for that plan.

We may change the renewal fees for a future term by giving at least thirty days' notice before the renewal date; the client may then stop the renewal without charge.

Fees are stated in euros (EUR) and the contractual price is always the EUR amount. Where the client chooses to pay in US dollars (USD), pounds sterling (GBP), Canadian dollars (CAD), Australian dollars (AUD), New Zealand dollars (NZD), Swiss francs (CHF), Czech korunas (CZK), Japanese yen (JPY) or Norwegian kroner (NOK), the amount charged is the equivalent of the EUR fee converted at the most recent euro foreign exchange reference rate published by the European Central Bank at the time of payment; this option is available only where no VAT is charged. The invoice states both amounts and the rate applied. Renewals are charged in the same currency as the first payment, converted from the EUR renewal fee at the most recent ECB reference rate published before each renewal; refunds are made in the currency of the original payment. Any conversion charges applied by the client's bank or card issuer are borne by the client.

No refunds are given for a period already paid, except as section 13 provides or where the provider declines the designation before accepting it, in which case the amount paid for it is refunded; the representation remains active until the end of the paid period.

8. Term, renewal and termination

The designation runs for twelve months from the date of issue and renews automatically for further twelve-month terms at the renewal fee, unless the client stops the renewal before the renewal date from the client area or by writing to info@gdprrepresentative.com; no notice period applies. With monthly billing, a stop takes effect at the end of the current twelve-month term: the instalments up to that date remain due, then billing and the designation end. The provider may decline to renew by giving written notice thirty days before the renewal date. Either party may terminate for material breach with thirty days' written notice, and the provider may terminate with immediate effect where the client carries out an activity listed in Annex 3, refuses to answer forwarded requests, or has given false information in the designation form. On termination the designation is revoked, the verification code shows the mandate as ended, and the client removes our name from its privacy notice without delay.

Immediate suspension. We may suspend the designation with immediate effect, by written notice to the client, where: (a) the client does not fulfil, by the date stated, a written commitment it gave before the designation was approved; (b) a supervisory authority opens proceedings concerning processing carried out by the client; or (c) the client does not supply, within ten business days of our written request, documents we ask for in connection with the designation, including its record of processing activities under Article 30 or evidence of consent. While the designation is suspended, its verification page shows it as «suspended». We lift the suspension when the reason no longer applies. A suspension does not extend the paid term and gives no right to a refund.

Communications during a suspension or after the end. The client instructs us, as a documented instruction under Article 28(3)(a) GDPR and Article 28(3)(a) UK GDPR, to act as follows while the designation is suspended and for ninety days after it has ended: we record every request or communication we receive concerning the client; we forward it to the client at the contact details stated in the designation; and we reply to the sender in writing that from the stated date the designation is suspended or has ended and that we do not act as the client's representative during the suspension or after the end, giving only that date and the client's contact details as stated in the designation, without disclosing the reason. We have no other obligation in respect of such communications, we do not take part in any proceedings on the client's behalf, and any cost arising from them is borne by the client under Section 10A. When we notify a suspension or the end of the designation, we ask the client in writing to remove our details from its privacy notice and any other public information, and we keep a record of that request with the designation. This paragraph survives the end of the designation.

9. Non-payment

Where a renewal is not paid, the provider issues reminders and suspends the mandate only after the last failed attempt, with eight days of grace. A client who has paid is never suspended.

10. Liability

The provider is liable for its own failure to receive, log and forward requests. It is not liable for the client's compliance with the GDPR, for the content of the client's replies, or for penalties imposed on the client. Save for damage caused intentionally or by gross negligence, and save for liability that cannot be limited by law, the provider's aggregate liability is limited to the fees paid by the client in the twelve months preceding the event.

10A. Indemnity

For every service under this agreement and its annexes, not only Annex 5, the client indemnifies and holds harmless Europe Services, SE and REP27 LTD against fines and penalties, damages, reasonable legal costs and the costs of handling requests and proceedings, to the extent that they arise from: (a) processing of personal data carried out by or on behalf of the client; (b) inaccurate, incomplete or out-of-date information supplied by the client; or (c) a breach of this agreement by the client. This indemnity applies to the extent permitted by law and does not cover losses caused by our own wilful misconduct or gross negligence. Section 10 limits our liability only and does not limit this indemnity. Where an annex contains a specific indemnity, both apply.

Legal basis and full allocation of liability. The client acknowledges that, under Article 27(5) of Regulation (EU) 2016/679 (GDPR) and Article 27(5) UK GDPR, the designation of a representative is without prejudice to legal actions which could be initiated against the client itself, and that, under Articles 82 and 83 GDPR and UK GDPR, liability for damages and administrative fines arising from the processing rests with the controller or processor. Accordingly, subject only to the exclusions already stated in this Section 10A, any damage, loss, debt, administrative fine, penalty, compensation awarded to data subjects, cost of proceedings, legal fees and any other amount arising from the client's processing, acts or omissions, or from any breach of this agreement, shall be borne by the client in full, to the fullest extent permitted by applicable law, including where it is claimed from or imposed on the provider in its capacity as representative. Where the provider pays any such amount, the client shall reimburse it in full, together with all costs incurred, within 8 days of the provider's written request: for Europe Services, SE in accordance with Sections 2894, 2913 and 2952 of the Czech Civil Code (Act No. 89/2012 Coll.), and for REP27 LTD under the law of England and Wales. Section 10 limits only the provider's liability and never limits the client's obligations under this Section 10A. Where the client is a consumer, this section applies only within the limits of the mandatory consumer protection rules of the country where the client resides.

11. Confidentiality and data protection

Each party keeps confidential what it learns from the other. In receiving and forwarding requests the provider acts as the client's processor: it processes personal data only on the client's documented instructions, keeps it confidential, applies appropriate security measures, assists the client with requests and with Articles 32 to 36, and on termination returns or deletes the data except where retention is required by law. The provider may use sub-processors for hosting, mail delivery and payment, and remains responsible for their acts. Transfers outside the European Economic Area rest on the standard contractual clauses adopted by Commission Implementing Decision (EU) 2021/914.

12. Public register

Appearing on our public client register is optional. Entries are published only with written consent, show the company name, country and a sentence on the sector, and never the name of an individual. Consent can be withdrawn at any time and the entry is removed immediately.

13. Withdrawal for consumers

Where the client is a consumer, it may withdraw from the agreement within fourteen days of its conclusion, without giving reasons, by writing to info@gdprrepresentative.com. By asking at checkout for the service to start immediately, the client acknowledges that if it withdraws it pays for the service supplied up to the withdrawal, in proportion to the term paid, and that the right of withdrawal ends once the service has been fully performed. A client acting for its business or profession has no right of withdrawal.

14. Changes to this agreement

We may amend this agreement for future terms by publishing a new version on this page and notifying the client by e-mail at least thirty days before its next renewal; the client may stop the renewal before the new version applies. A change required by law may apply immediately. Until then the version accepted with the order applies.

15. Governing law

Agreements with Europe Services, SE are governed by Czech law, with jurisdiction of the courts of Prague. Agreements with REP27 LTD are governed by the law of England and Wales, with jurisdiction of the courts of England and Wales. The choice of law does not deprive a consumer of the protection of the mandatory rules of the country where they reside.

Annex 1 — Response times

Requests reaching us are logged on arrival and forwarded within two working days. Approval of a company file takes up to twenty-four hours; for an individual, up to forty-eight hours, because the identity document is checked by a person.

Annex 2 — What counts as a request

A request is any message from a data subject exercising rights under Articles 15 to 22, or from a supervisory authority, addressed to the representative. Routine correspondence, marketing and spam are not requests and are not counted against the plan limit.

Annex 3 — Excluded activities

This annex applies only to designations under Article 27 GDPR and Article 27 UK GDPR; the products excluded from the responsible person mandate are listed in Annex 5. The provider does not accept a mandate where the client's activity consists of: under the Base plans only (Base, Base UK and Base EU + UK), processing special categories of data under Article 9 as its core business; under every plan, processing criminal-conviction data under Article 10 as its core business; services aimed at children under sixteen; large-scale systematic monitoring or biometric identification; data brokerage or scraping; adult content; gambling; consumer pharmaceuticals; or any regulated activity carried on without the licence it requires. Incidental content supplied by users in free text is not an excluded activity, provided the client neither seeks it nor uses it. Under the Standard and Multi plans (EU, UK and EU + UK), processing special categories of data under Article 9, such as health data, is accepted, including as the client's core business and at no extra charge, provided that the client processes them only on a valid condition of Article 9(2) GDPR or UK GDPR, such as the explicit consent of the data subjects, and declares this in the designation form.

Annex 4 — Swiss declaration under Article 14 nFADP

A client holding an Article 27 GDPR designation on a paid plan, including a free trial once it has been paid, may complete free of charge the Swiss assessment under Article 14 of the Swiss Federal Act on Data Protection (nFADP, nLPD, nDSG). The link to the form is sent with the approval e-mail or, for a free trial, after payment. The form shows the data already given in the designation; the client confirms four answers on its processing and signs them electronically.

Where at least one answer is NO, the provider countersigns a declaration of exemption, issued as a PDF with a verification code and a QR code and published on a verification page. Where all four answers are YES, a representative in Switzerland is required: no declaration is issued, the client is told so at once, and the provider, which does not act as representative in Switzerland, may put the client in contact with one.

The declaration rests entirely on the answers declared and signed by the client, which remains responsible for their accuracy and makes a new declaration if its processing changes. It is not legal advice and does not bind the Federal Data Protection and Information Commissioner (FDPIC). It has the same expiry as the designation and is renewed with it; it is suspended while the designation is suspended, including for an unpaid renewal, and ends with it.

Annex 5 — Responsible person in the Union (GPSR, Article 16, RP16)

Scope. The client, a manufacturer not established in the Union, designates Europe Services, SE as its responsible person in the Union under Article 16 of Regulation (EU) 2023/988 (GPSR) for the consumer products and brands declared in the designation form and the product list in the client area ("the products"). The plan sets the number of brands (Solo one, Brand up to five, House unlimited); there is no limit on the number of products per brand. The RP16 House plan also includes the Article 27 GDPR designation under sections 1 to 12. The designation takes effect when we accept it, the same working day the form and payment are complete, and our details may be used only from that moment.

What we do. We allow our name, postal address and e-mail address to be shown on the products, their packaging, the parcel or an accompanying document, and in the online listings, in the form of the label block supplied in the client area. We keep the documentation supplied by the client at the disposal of market surveillance authorities for ten years after the last product was placed on the market. We receive requests and notices from authorities concerning the products and forward them to the client within 24 hours, including where a risk is reported. We cooperate with the authorities, provide them on request with the documentation and information we hold, and inform them where we know or have reason to believe that a product presents a risk. On the Brand and House plans we also review the technical file before listing and assist the client when a marketplace blocks a listing for missing responsible person details.

What we do not do. We do not test, inspect, certify or assess products, give an opinion on their safety or conformity, draft warnings or instructions, organise or pay for recalls, withdrawals or refunds, or represent the client in proceedings. We do not act as importer, distributor or fulfilment service provider, or as responsible person for cosmetics, medical devices or toys, unless agreed in writing for identified products.

What the client undertakes. The client remains solely responsible for the design, manufacture, safety, labelling and conformity of the products. Before a product is sold under the designation the client supplies, complete and accurate and in English or another official language of the Union: the product list with brand, model, type and marketplace references; the name and address of the manufacturer; the description and intended use; the risk analysis and the standards or tests applied; the EU declaration of conformity where product legislation requires one; the warnings and safety information in the language of the country of sale; and photographs of the label and packaging. The client keeps them up to date, tells us within five working days of any change and of any new product, tells us within twenty-four hours of any accident, complaint, risk, recall or contact from an authority or marketplace, answers our requests within three working days or within twenty-four

hours where a serious risk is involved, and takes at its own cost any corrective action the law or an authority requires. The client uses the label block exactly as supplied, only for the products, and removes it from its listings within thirty days of the end of the designation.

Excluded products. The client places on the EU market under the designation only products that are not banned, not subject to an EU recall or withdrawal order, and not weapons, ammunition, explosives, drugs, medicines, medical devices, food, feed, cosmetics, tobacco or vaping products, or products requiring registration in a national register that REP27 does not cover. The client is the manufacturer or the brand owner of the products listed, or is authorised by them. The client confirms this in the designation form.

Risk, suspension and indemnity. Where a serious risk is reported or suspected, we may inform the authorities and the marketplaces concerned and suspend the designation until the risk has been addressed. We may suspend or terminate the designation with immediate effect if the client does not supply the documentation within ten working days of a written request, uses the label block for other products, gives false information or does not cooperate. The client indemnifies Europe Services, SE against fines, damages, recall costs and reasonable costs arising from the products, from inaccurate information or from a breach of this annex, to the extent the law allows; section 10 does not limit this indemnity.

Legal basis and full allocation of liability. The client acknowledges that, under the applicable product legislation (including, as relevant, Regulation (EU) 2023/988 and, for Great Britain, the General Product Safety Regulations 2005), the safety and compliance of the products remain the responsibility of the client as manufacturer or producer. Accordingly, subject only to the exclusions already stated in this Annex 5, any damage, loss, debt, fine, penalty, recall or withdrawal cost, compensation to third parties, cost of proceedings, legal fees and any other amount arising from the client's products, acts or omissions, or from any breach of the agreement, shall be borne by the client in full, to the fullest extent permitted by applicable law, including where it is claimed from or imposed on the provider in its capacity as responsible person. Where the provider pays any such amount, the client shall reimburse it in full, together with all costs incurred, within 8 days of the provider's written request, under the law governing the agreement. No limitation of the provider's liability shall limit the client's obligations under this Annex 5. Where the client is a consumer, this section applies only within the limits of the mandatory consumer protection rules of the country where the client resides.

Annex 6 — CE-marked products (Multi plan)

On the Multi plan, in addition to the services of Annex 5, the client may designate Europe Services, SE as the economic operator established in the Union for its CE-marked products under Article 4 of Regulation (EU) 2019/1020, in the role of authorised representative, for the products identified in a written mandate that states the product legislation concerned. In that role we keep the EU declaration of conformity and the technical documentation at the disposal of market surveillance authorities for the period the legislation requires, provide them with the information and documentation needed to show conformity, inform them where we have reason to believe that a product presents a risk, and cooperate on any corrective action. Our name and address are shown on the product or its packaging, parcel or accompanying document. The mandate does not cover

conformity assessment, testing, certification, notified-body tasks or the obligations of the manufacturer in the design and manufacture of the product, which remain the client's. Where product legislation requires a mandate with specific tasks, we accept it only after reviewing the declaration of conformity and the technical documentation, and may decline it. The undertakings, suspension and indemnity of Annex 5 apply to these products.

Annex 7 — Cyber Resilience Act (Regulation (EU) 2024/2847)

Plans. *Channel*: a public intake address for vulnerability reports in the client's name, staffed every day of the year, with acknowledgement, triage and escalation to the client's named contacts, and a timestamped log of everything received, for one product line. *Channel + Filing*: everything in Channel for the whole catalogue, including products already on the market, plus the drafting and filing of the early warning, the notification and the final report under Article 14 through the single reporting platform, the identification in advance of the coordinating CSIRT, the drafting with the client of the notice to users, and a verifiable certificate of the mandate. *Representative*: everything in Channel + Filing plus the written mandate of authorised representative under Article 18, for manufacturers established outside the Union, with our address on the product or its documentation and the technical documentation and EU declaration of conformity kept at the disposal of market surveillance authorities for ten years or the support period, whichever is longer. The mandate under Article 18 may also be agreed on its own, without the intake channel, at the fee quoted in writing.

Reporting. The reporting obligations apply from 11 September 2026 and remain the manufacturer's. We file only on facts confirmed by the client and in its name; the client approves each filing before we send it. Deadlines run in calendar hours from the moment the client becomes aware. We are not liable for a late or inaccurate filing caused by information the client supplied late, incompletely or inaccurately, or by a contact who could not be reached.

What the client undertakes. The client names at least one contact reachable at any hour, publishes the intake address we supply (for example in its security.txt and on its website), tells us immediately when it becomes aware of an actively exploited vulnerability or a severe incident, answers our questions in time for each deadline, supplies the product information we need, and keeps the declared product list up to date.

What we do not do. We do not carry out penetration tests, vulnerability assessments, conformity assessment, CE marking, SBOM production or security remediation, and we do not decide on the merits whether a vulnerability is actively exploited: we apply the client's criteria and, in case of doubt, escalate. The appointment of an authorised representative is optional under the Regulation; it does not transfer to us the obligations of the manufacturer under Articles 13 and 14.