Terms and conditions — complete set

All the agreements and supplements published at https://gdprrepresentative.com/terms/, in the versions in force on 23 November 2026, in one document.

1 **EU Representative Services Agreement** — pages 2–10
Version 2.0 of 23 November 2026

2 **UK Responsible Person Services Agreement** — pages 11–21
Version 1.6 of 23 November 2026

3 **DSA Legal Representative Service Supplement** — pages 22–25
Version 1.2 of 23 November 2026

4 **New Companies Instalment Plan Supplement** — pages 26–28
Version 1.0 of 25 October 2026

Each document keeps its own numbering of sections and pages. The document that applies to a client is the one referred to in its designation form or order, in the version it accepted; previous versions remain available at https://gdprrepresentative.com/terms/.

Europe Services, SE · Na Čečeličce 425/4, 150 00 Praha 5, Czech Republic · IČO 03571785
REP27 LTD · Unit 82a James Carter Road, Mildenhall, Suffolk IP28 7DE, United Kingdom · Company number 17385889
Total: 28 pages · info@gdprrepresentative.com

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.

REP27 LTD · Unit 82a James Carter Road, Mildenhall, Suffolk IP28 7DE, United Kingdom — Europe Services, SE · Praha, Czech Republic

UK Responsible Person Services Agreement

> REP27 LTD and Europe Services, SE — version 1.6, 23 November 2026. Manufacturer's representative in Great Britain under the General Product Safety Regulations 2005. This is the agreement referred to in the designation form for the United Kingdom and EU + UK plans of RP16. Previous versions and changes: https://gdprrepresentative.com/terms/

Parties

(1) **Europe Services, SE**, a European company registered in the Czech Republic, company ID (IČO) 03571785, entered in the commercial register kept by the Municipal Court in Prague, file H 1486, with its registered office at Na Čečeličce 425/4, Smíchov, 150 00 Praha 5, Czech Republic (the "Provider");

(2) **REP27 LTD**, a private company limited by shares incorporated in England and Wales, company number 17385889, with its registered office at Unit 82a James Carter Road, Mildenhall, Suffolk IP28 7DE, United Kingdom (the "Responsible Person"); and

(3) **The Manufacturer**, the company or person identified in section 1 of the Designation, which accepts this Agreement by signing the Designation electronically (the "Manufacturer").

Background

A. The Manufacturer is not established in the United Kingdom and places, or intends to place, consumer products on the market in Great Britain.

B. Under regulation 2 of the General Product Safety Regulations 2005, where the manufacturer is not established in the United Kingdom, its representative established in the United Kingdom is a "producer" for the purposes of those Regulations.

C. The Manufacturer wishes to appoint the Responsible Person as its manufacturer's representative in Great Britain, and the Provider, which sells and invoices the service, is willing to arrange that appointment on the terms of this Agreement.

D. The Responsible Person accepts the appointment only for the Products declared by the Manufacturer, only for Great Britain, and only on the basis that the Manufacturer remains responsible for the design, manufacture, safety and conformity of the Products.

The parties agree as follows.

1. Definitions and interpretation

1.1 In this Agreement the following terms have the meanings set out below.

a. "Agreement": this UK Responsible Person Services Agreement, including its Schedules, as amended from time to time.

b. “Client Area”: the password-less account at gdprrepresentative.com in which the Manufacturer can view the Designation, the certificate, the Label Block, invoices and billing.

c. “Designation”: the written designation of a UK Responsible Person generated through the designation form, signed electronically by the Manufacturer and accepted by the Responsible Person, with its verification code beginning “UK16-”.

d. “Enforcement Authority”: the Office for Product Safety and Standards (OPSS), any local weights and measures or Trading Standards authority, and any other authority with power to enforce product safety law in Great Britain.

e. “Great Britain”: England, Scotland and Wales. Northern Ireland is not part of Great Britain for the purposes of this Agreement.

f. “GPSR 2005”: the General Product Safety Regulations 2005 (SI 2005/1803), as they apply in Great Britain and as amended or replaced from time to time, including by regulations made under the Product Regulation and Metrology Act 2025.

g. “Label Block”: the text identifying the Responsible Person that the Manufacturer places on the Products, their packaging, accompanying documents and online listings, in the form set out in Schedule 4.

h. “Plan”: the service plan purchased by the Manufacturer (RP16 Solo, Brand or House, in the United Kingdom or the EU and UK version), as described on gdprrepresentative.com at the date of purchase.

i. “Products”: the consumer products declared by the Manufacturer in section 4 of the Designation and in the product list kept in the Client Area, excluding any Excluded Product.

j. “Excluded Products”: the products and activities listed in Schedule 2.

k. “Serious Risk”: a risk which, in the reasonable opinion of the Responsible Person or an Enforcement Authority, requires rapid intervention, including any risk of death or serious injury.

l. “Technical Documentation”: the documents and information listed in Schedule 3.

m. “Working Day”: a day other than a Saturday, Sunday or public holiday in England.

1.2 Headings do not affect interpretation. “Including” means including without limitation. A reference to a law includes that law as amended, extended or replaced.

2. Appointment and scope

2.1 The Manufacturer appoints the Responsible Person as its manufacturer’s representative established in the United Kingdom within the meaning of regulation 2 of GPSR 2005, for the Products, in Great Britain only, and the Responsible Person accepts that appointment on the terms of this Agreement.

2.2 The appointment takes effect on the date the Responsible Person accepts the Designation, as shown on the Designation and on the public verification page, and ends on the expiry or termination of this Agreement.

2.3 Northern Ireland is excluded. Products placed on the market in Northern Ireland are subject to Regulation (EU) 2023/988, for which the Manufacturer may appoint the Provider as responsible person in the Union under a separate designation.

2.4 The Responsible Person does not act, and shall not be treated, as the Manufacturer's importer, distributor, fulfilment service provider, authorised representative under product-specific legislation (including for UKCA marking), responsible person for cosmetic products, or UK responsible person for medical devices, unless the parties expressly agree so in writing for identified products.

2.5 The appointment covers only the Products. The Manufacturer shall not use the Label Block or the Responsible Person's name for any product that is not a Product, including any Excluded Product.

3. Services of the Responsible Person

3.1 During the term of the Designation the Responsible Person shall:

a. allow its name, UK postal address and contact address to be shown, in the form of the Label Block, on the Products, their packaging or an accompanying document, and on the Manufacturer's online listings;

b. keep the Technical Documentation supplied by the Manufacturer at the disposal of the Enforcement Authorities for ten years after the last Product was placed on the market in Great Britain;

c. receive requests, notices and correspondence from Enforcement Authorities concerning the Products, and forward them to the Manufacturer within the times set out in Schedule 1;

d. provide Enforcement Authorities, on request, with the Technical Documentation and other information held about the Products, and cooperate with them in any action taken to avoid or reduce risks presented by the Products;

e. notify an Enforcement Authority in writing, in accordance with regulation 9 of GPSR 2005, where it knows or ought to know on the basis of information in its possession that a Product poses risks incompatible with the general safety requirement;

f. maintain the verification code and the public verification page showing the status of the Designation; and

g. make the Designation, the certificate, the Label Block and the related invoices available in the Client Area.

3.2 The Responsible Person performs the services with reasonable skill and care. It may use a mail-handling service at its registered office to receive and forward post, and remains responsible for the services it performs.

4. What is not included

4.1 The services do not include, and the Responsible Person does not accept any obligation to provide:

a. legal, regulatory or tax advice, or any opinion on whether a product is safe or compliant;

b. testing, inspection, certification, conformity assessment or classification of any product;

c. drafting or translation of safety instructions, warnings or technical documentation;

d. the organisation, execution or cost of any recall, withdrawal, repair, replacement or refund;

e. representation of the Manufacturer in court, in criminal proceedings or in disputes with consumers, marketplaces or third parties;

f. insurance of the Manufacturer's products or activities; or

g. services for Excluded Products or for territories other than Great Britain.

5. Obligations of the Manufacturer

5.1 The Manufacturer remains solely responsible for the design, manufacture, safety, labelling and conformity of the Products, and for compliance with GPSR 2005 and all other law applicable to the Products in Great Britain. Nothing in this Agreement transfers any of those obligations to the Responsible Person or the Provider.

5.2 Before any Product is placed on the market in Great Britain, the Manufacturer shall upload to the Client Area, or send to rp@gdprrepresentative.com, the Technical Documentation listed in Schedule 3, complete, accurate and in English.

5.3 The Manufacturer shall keep the Technical Documentation and the product list up to date, and shall inform the Responsible Person in writing within five Working Days of any change to a Product, its composition, its supplier, its warnings or its labelling, and of any new product it intends to place on the market under the Designation.

5.4 The Manufacturer shall inform the Responsible Person immediately, and in any case within 24 hours of becoming aware, of any accident, injury, complaint, safety incident, risk, withdrawal, recall or contact from an Enforcement Authority or marketplace concerning a Product.

5.5 The Manufacturer shall answer any request of the Responsible Person within three Working Days, or within 24 hours where the request concerns a Serious Risk, and shall provide any information or samples an Enforcement Authority may require.

5.6 The Manufacturer shall take, at its own cost, any corrective action required by law or requested by an Enforcement Authority, including withdrawal or recall, and shall keep the Responsible Person informed of each step.

5.7 The Manufacturer shall not place on the market any product that it knows, or ought to know, is not a safe product, and shall place the Label Block only on Products that comply with the law applicable to them.

5.8 The Manufacturer shall maintain, with a reputable insurer, product liability insurance covering the Products sold in Great Britain, with a limit of indemnity of not less than £1,000,000 per claim, and shall provide evidence of that insurance on request.

5.9 The Manufacturer warrants that all information given in the designation form and in the Technical Documentation is complete, accurate and not misleading, and that it is not subject to sanctions restricting the provision of the services.

6. Labelling and use of names

6.1 The Manufacturer shall use the Label Block exactly as provided in the Client Area, without additions that suggest that the Responsible Person or the Provider has tested, certified, approved or endorsed the Products.

6.2 The Manufacturer shall not use the names, logos or verification codes of the Responsible Person or the Provider for any other purpose without prior written consent.

6.3 On expiry, suspension or termination of the Designation, the Manufacturer shall stop placing on the market any Product bearing the Label Block and shall remove the Label Block from its online listings within 30 days. The Manufacturer remains responsible for Products already placed on the market.

7. Authority requests, incidents and cooperation

7.1 The Manufacturer authorises the Responsible Person to disclose to any Enforcement Authority, without further consent, the Technical Documentation, the Designation and any information about the Products and the Manufacturer that the authority requests or that the law requires to be disclosed.

7.2 Where a Serious Risk is reported or suspected, the Responsible Person may, without liability to the Manufacturer, notify the Enforcement Authorities, inform the marketplaces on which the Products are listed, and suspend the Designation until the risk has been addressed to the satisfaction of the Enforcement Authority.

7.3 The Responsible Person shall not admit liability on behalf of the Manufacturer, and shall consult the Manufacturer before answering an Enforcement Authority where time and the law allow.

8. Fees, invoicing and payment

8.1 The fees are those of the Plan shown on gdprrepresentative.com at the date of purchase. They are invoiced and collected by the Provider through its payment processor (Mollie). The Responsible Person does not invoice the Manufacturer.

8.2 Fees are payable yearly in advance, or monthly where the Manufacturer has chosen monthly billing for a period of twelve months. Prices exclude VAT, which is charged where the law requires it. There are no charges per product, per listing or per authority request within the Plan.

8.3 Where a free trial period is offered, the Designation may be issued before payment. During a free trial no fee is due and the Manufacturer is not bound to any paid term. The payment link is sent on approval of the Designation. If the Manufacturer 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 Manufacturer pays, the term of twelve months runs from the date the Designation was issued, the trial period included.

8.4 If a renewal payment fails, the Designation remains active during a grace period of 8 days, after which it is shown as expired on the public verification page and the Manufacturer must stop using the Label Block.

8.5 A change of Plan made from the Client Area is charged in proportion to the days remaining in the current term; a cheaper Plan takes effect at the next renewal.

8.6 Fees are stated in euros (EUR) and the contractual price is always the EUR amount. Where the Manufacturer 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 Manufacturer's bank or card issuer are borne by the Manufacturer.

9. Term, renewal and cancellation

9.1 This Agreement starts when the Manufacturer signs the Designation and continues for the term of the Plan. It renews automatically for successive periods of twelve months unless the Manufacturer cancels the renewal before the renewal date from the Client Area or by writing to rp@gdprrepresentative.com.

9.2 If the Responsible Person declines the Designation before accepting it, the Provider refunds the amount paid for it.

9.3 Fees paid for a current term are not refunded on cancellation, except where the law requires otherwise.

10. Suspension and termination for cause

10.1 The Responsible Person or the Provider may suspend the Designation, or terminate this Agreement with immediate effect by written notice, if:

a. the Manufacturer fails to provide the Technical Documentation within ten Working Days of a written request;

b. a Product presents a Serious Risk, or an Enforcement Authority requires the Products to be withdrawn or recalled;

c. the Manufacturer places on the market under the Label Block an Excluded Product or a product that is not a Product;

d. any information given by the Manufacturer is materially false or misleading;

e. the Manufacturer carries out an activity listed in Schedule 2 or becomes subject to sanctions;

f. the Manufacturer fails to cooperate as required by clauses 5 and 7; or

g. any amount due remains unpaid at the end of the grace period.

10.2 On suspension or termination, the public verification page shows the status of the Designation, and the Responsible Person may inform the Enforcement Authorities and marketplaces where it considers this necessary or the law requires it.

10.3 Termination does not affect rights and obligations accrued before it, the Manufacturer's obligations under clauses 5.4, 5.6, 6.3, 11 and 13, or the Responsible Person's duty to keep the Technical Documentation for the period in clause 3.1(b).

10.4 Communications during a suspension or after the end. The Manufacturer instructs the Responsible Person to act as follows while the Designation is suspended and for ninety days after it has ended: the Responsible Person records every request or communication it receives concerning the Manufacturer; forwards it to the Manufacturer at the contact details stated in the Designation; and replies to the sender in writing that from the stated date the Designation is suspended or has ended and that the Responsible Person does not act as the Manufacturer's responsible person during the suspension or after the end, giving only that date and the Manufacturer's contact details as stated in the Designation, without disclosing the reason. The Responsible Person has no other obligation in respect of such communications, does not take part in any proceedings on the Manufacturer's behalf, and any cost arising from them is borne by the Manufacturer under clause 11. When the Responsible Person notifies a suspension or the end of the Designation, it asks the Manufacturer in writing to remove the Responsible Person's details from its products, labels, listings and any other public information, and keeps a record of that request with the Designation. This sub-clause survives the end of this Agreement.

11. Indemnity

11.1 To the fullest extent permitted by law, the Manufacturer shall indemnify the Responsible Person and the Provider, and their directors and staff, against all losses, damages, costs (including reasonable legal fees), claims, recall costs and expenses they incur arising out of or in connection with: (a) the Products; (b) any breach of this Agreement by the Manufacturer; (c) any information given by the Manufacturer being inaccurate or incomplete; and (d) any action of an Enforcement Authority, marketplace or third party concerning the Products.

11.2 The indemnity does not extend to any fine or penalty that the law prohibits from being indemnified, nor to losses caused by the wilful misconduct of the party claiming under the indemnity.

11.3 The party claiming under the indemnity shall notify the Manufacturer of the claim promptly and, where the law allows, give the Manufacturer the opportunity to take part in its defence at the Manufacturer's cost.

11.4 Legal basis and full allocation of liability. The Manufacturer 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 Manufacturer as manufacturer or producer. Accordingly, subject only to the exclusions already stated in this clause 11, 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 Products, from the Manufacturer's acts or omissions, or from any breach of this Agreement, shall be borne by the Manufacturer in full, to the fullest extent permitted by applicable law, including where it is claimed from or imposed on the Responsible Person or the Provider in its capacity as responsible person. Where the Responsible Person or the Provider pays any such amount, the Manufacturer shall reimburse it in full, together with all costs incurred, within 8

days of its written request, under the law governing this Agreement. No limitation of liability in clause 12 or elsewhere in this Agreement shall limit the Manufacturer's obligations under this clause 11. Where the Manufacturer is a consumer, this clause applies only within the limits of the mandatory consumer protection rules of the country where the Manufacturer resides.

12. Limitation of liability

12.1 Nothing in this Agreement limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be limited or excluded by law.

12.2 Subject to clause 12.1, the total liability of the Responsible Person and the Provider together, in contract, tort (including negligence) or otherwise, arising under or in connection with this Agreement in any period of twelve months, is limited to the fees paid by the Manufacturer under this Agreement in the twelve months before the event giving rise to the claim.

12.3 Subject to clause 12.1, neither the Responsible Person nor the Provider is liable for loss of profit, revenue, sales, business, goodwill or data, for delisting or suspension by a marketplace, or for any indirect or consequential loss.

13. Confidentiality and personal data

13.1 Each party shall keep confidential the other parties' non-public information, except as required to perform this Agreement, to comply with the law, or to answer an Enforcement Authority.

13.2 The Provider and the Responsible Person process the personal data of the Manufacturer's contacts as described in the privacy notice at gdprrepresentative.com/privacy/ and, where applicable, in the data processing agreement.

13.3 The Responsible Person keeps the Technical Documentation and the Designation for ten years after the last Product was placed on the market in Great Britain, including after this Agreement ends, at no additional charge.

14. Changes in the law and to this Agreement

14.1 The Manufacturer acknowledges that the product safety regime in Great Britain is being reformed under the Product Regulation and Metrology Act 2025, and that new regulations may impose new or different obligations on manufacturers, representatives and online marketplaces.

14.2 If a change in the law affects the services, the Responsible Person and the Provider may amend this Agreement, the services or the fees by giving at least 30 days' notice in the Client Area or by email. If the Manufacturer does not accept the amendment, it may terminate this Agreement before the amendment takes effect; where the change is required by law, it may take effect immediately.

15. Sanctions and compliance

15.1 The Provider screens the Manufacturer and its signatory against sanctions lists before issuing and periodically during the Designation. The Responsible Person and the Provider may refuse, suspend or terminate the services where required by sanctions or anti-money-laundering law.

16. Notices

16.1 Notices under this Agreement are given by email: to the Responsible Person and the Provider at rp@gdprrepresentative.com, and to the Manufacturer at the contact email given in the Designation. A notice is received when sent, unless the sender receives a delivery failure message.

17. Assignment and third parties

17.1 The Manufacturer may not assign or transfer this Agreement. The Provider and the Responsible Person may assign it to an affiliated company that continues the services, on notice to the Manufacturer.

17.2 A person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, except the directors and staff indemnified under clause 11.

18. Order of precedence and entire agreement

18.1 If there is any conflict, the following order applies: (1) the Designation; (2) this Agreement; (3) the terms published at gdprrepresentative.com/terms/.

18.2 This Agreement, together with the Designation, is the entire agreement between the parties about its subject matter.

19. Electronic signature

19.1 The parties agree that the Designation and this Agreement may be concluded by electronic signature, including a simple electronic signature recorded with the signatory's name, date, time and IP address, and that such signature is valid and binding.

20. Governing law and jurisdiction

20.1 This Agreement and any dispute arising out of or in connection with it are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

Schedule 1 — Service levels

Request or notice from an Enforcement Authority	Forwarded to the Manufacturer within 24 hours of receipt
Report of a Serious Risk	Forwarded to the Manufacturer within 24 hours; Enforcement Authority notified where regulation 9 requires
Question from the Manufacturer	Answer within 2 Working Days
Technical Documentation	Kept for 10 years after the last Product was placed on the market

Public verification page	Available at all times, showing active, suspended, expired or revoked

Schedule 2 — Excluded Products and activities

a. cosmetic products (UK Cosmetics Regulation);
b. medical devices and in vitro diagnostic medical devices;
c. toys;
d. food, feed, medicines, tobacco and nicotine products, including e-cigarettes;
e. weapons, firearms, ammunition, fireworks and other pyrotechnic articles;
f. chemicals and mixtures requiring registration or notification under UK REACH or UK CLP where no UK importer is appointed;
g. products subject to a current withdrawal, recall or prohibition notice, counterfeit products, and second-hand products sold as new;
h. any product for which specific UK legislation requires a UK authorised representative, importer or other UK-established economic operator, unless agreed in writing for identified products;
i. products that are banned or subject to a recall or withdrawal order; weapons, ammunition, explosives, drugs, medicines, medical devices, food, feed, cosmetics, tobacco or vaping products; products requiring registration in a national register that REP27 does not cover; and products of which the Manufacturer is not the manufacturer or the brand owner and for which it is not authorised by them;
j. any activity excluded under Annex 3 of the Provider’s services agreement, as it applies to the Manufacturer’s plan (special categories of data under Article 9 are excluded only under the Base plans and accepted under the Standard and Multi plans on a condition of Article 9(2) UK GDPR, such as explicit consent).

Schedule 3 — Technical Documentation

a. list of the Products, with brand, model, type, batch or serial number and marketplace references (such as ASIN);
b. name, postal address and email address of the manufacturer and of any other producer in the supply chain;
c. description of each Product and its intended use;
d. risk assessment, and the standards applied or the tests carried out, with test reports;
e. declarations of conformity and certificates where product-specific legislation requires them;
f. safety instructions, warnings and user information in English;
g. photographs of the label, packaging and warnings;
h. records of complaints, incidents, withdrawals and recalls.

Schedule 4 — Label Block

The Manufacturer places the following text on the Product, its packaging or an accompanying document, and in the compliance field of each online listing, replacing the code with the verification code of its Designation:

REP27 LTD
Unit 82a James Carter Road, Mildenhall, Suffolk IP28 7DE, United Kingdom
rp@gdprrepresentative.com
UK Responsible Person (Great Britain) - GPSR 2005
RP16 - UK16-XXXX-XXXX

Europe Services, SE · Na Čečeličce 425/4, 150 00 Praha 5, Czech Republic

DSA Legal Representative Service Supplement

Europe Services, SE — version 1.2, 23 November 2026. This supplement completes the EU Representative Services Agreement for designations under Article 13 of Regulation (EU) 2022/2065 (Digital Services Act). Where it conflicts with the Agreement, this supplement prevails for the DSA designation. Previous versions and changes: https://gdprrepresentative.com/terms/

1. Scope

This supplement applies where the client, a provider of intermediary services with no establishment in the Union that offers services in the Union, designates Europe Services, SE as its legal representative under Article 13 of Regulation (EU) 2022/2065. The designation is made with the form and letter identified by a verification code beginning with D13-.

2. Territory

Europe Services, SE is established in the Czech Republic. A provider may only designate a legal representative in a Member State where it offers its services. The client therefore confirms that its service is offered in the Czech Republic, and the designation covers every Member State where the service is offered, as listed in the designation.

3. What we do

We act as the client's legal representative in all the Member States listed. We can be addressed, in addition to or instead of the client, by the competent authorities of the Member States, the European Commission and the European Board for Digital Services on all issues necessary for the receipt of, compliance with and enforcement of decisions issued under the Regulation. We notify our name, postal address, email address and telephone number to the Digital Services Coordinator of the Czech Republic, the Czech Telecommunication Office (ČTÚ), upon receipt of payment, and notify it again when the mandate ends. We log every communication on arrival and forward it to the client within one working day, with the original text and any deadline set by the authority. We communicate with authorities in Czech and English. Where the client chooses so in the form, we also act at no extra cost as its single point of contact for authorities under Article 11.

4. What we do not do

We do not moderate content, do not decide on notices of illegal content, do not handle complaints from recipients of the service, do not act as the client's point of contact for recipients under Article 12, do not give legal advice, do not prepare transparency reports, and do not represent the client in proceedings. Compliance with the Regulation remains the obligation of the client.

5. What the client undertakes

The client gives us the powers and resources needed to cooperate with authorities and to comply with their decisions. In particular, the client: (a) keeps a person able to act on decisions reachable by us at all times and replies to us within the deadline set by the authority, or within two working days where none is set; (b) complies with decisions addressed to it through us; (c) publishes our name, postal address, email address and telephone number, with the wording we supply, in its terms and conditions or another place that is easy to find, accurate and kept up to date (Article 13(4)); (d) maintains its own point of contact for recipients under Article 12; (e) tells us within fifteen days of any change to the service, its type, the Member States where it is offered, or its contacts; (f) tells us at once if it opens an establishment in the Union, as the designation is then no longer required.

6. Liability

Article 13(3) allows the legal representative to be held liable for non-compliance with obligations under the Regulation, without prejudice to the liability of the client. The client indemnifies Europe Services, SE against any fine, penalty, damages and reasonable costs imposed on or incurred by it because of the client's non-compliance, including a failure to supply information or to comply with a decision. The limitation of liability in the Agreement does not limit this indemnity.

Legal basis and full allocation of liability. The client acknowledges that, under Article 13(3) of Regulation (EU) 2022/2065 (Digital Services Act), any liability of the legal representative is without prejudice to the liability of, and legal actions that could be initiated against, the client as provider of intermediary services. Accordingly, any damage, loss, debt, fine, periodic penalty payment, cost of proceedings, legal fees and any other amount arising from the client's services, acts or omissions, or from any breach of this Supplement or 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 Europe Services, SE in its capacity as legal representative. Where Europe Services, SE pays any such amount, the client shall reimburse it in full, together with all costs incurred, within 8 days of the written request of Europe Services, SE, in accordance with Sections 2894, 2913 and 2952 of the Czech Civil Code (Act No. 89/2012 Coll.). No limitation of the liability of Europe Services, SE shall limit the client's obligations under this section. 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.

7. Suspension and immediate termination by us

We may suspend the mandate, or terminate it with immediate effect, where the client does not reply to a communication from an authority within the deadline, refuses to comply with a decision, gives false information in the designation form, or does not pay. On termination we inform the Czech Telecommunication Office that the mandate has ended.

Communications during a suspension or after the end. The client instructs Europe Services, SE 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 legal 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 6. When we notify a suspension or the end of the designation, we ask the client in writing to remove our details from its terms and conditions and any other public information (Article 13(4)), and we keep a record of that request with the designation. This is without prejudice to the notification to the Czech Telecommunication Office under section 9. This paragraph survives the end of the designation.

8. Fees

The DSA designation costs EUR 390 per year, exclusive of VAT, with the same price on renewal and no set-up fee. Where the same client holds, with the same email address, an active and paid GDPR Article 27 plan, or buys a GDPR plan and the DSA designation in the same order, the price is EUR 350 per year. If the GDPR plan ends, the next DSA renewal is charged at EUR 390; we inform the client thirty days before. The single point of contact under Article 11 is included in the price. The currency rules of the Agreement apply. The designation can also be paid monthly, at EUR 39 per month (EUR 35 with a GDPR plan), exclusive of VAT; the monthly payment renews automatically every month until the client cancels it. If a payment fails and is not settled within 8 days, the designation is suspended until it is paid.

9. Cancellation by the client

By way of derogation from the Agreement, the client may cancel the DSA designation at any time, with no notice period, from the client area or by writing to us. We confirm the cancellation in writing, issue no further invoice, and inform the Czech Telecommunication Office that the mandate has ended. No refund is given for the period already paid. From that moment the verification code shows the mandate as ended, and the client removes our details from its terms and public information without delay.

10. Public information page

For each designation we keep a page showing the client's service, our details as legal representative and, where chosen, the single point of contact under Article 11, in Czech and English. It shows no personal data other than the official contact details and is not indexed by search engines. The verification page and the certificate always show whether the mandate is active or has ended, and on what date.

11. Publication check

To help the client meet Article 13(4), we may check periodically, by automated means, the public page indicated by the client, to verify that our details are shown. Where they are missing we remind the client, no more than once a month. The check is a courtesy and does not shift the obligation to publish, which stays with the client.

12. Governing law

This supplement is governed by Czech law, with jurisdiction of the courts of Prague. The choice of law does not deprive a consumer of the protection of the mandatory rules of the country where they reside.

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

New Companies Instalment Plan Supplement

Europe Services, SE and REP27 LTD — version 1.0, 25 October 2026. This supplement completes the EU Representative Services Agreement for designations paid under the «New companies» annual instalment plan. It applies to every order placed under that plan, including orders created by us on the client's request and orders that start with a free trial.

Where this supplement conflicts with the Agreement, this supplement prevails for the instalment plan. In everything else the Agreement applies.

1. Nature of the plan

The plan is a way of paying the annual fee of a Base, Standard or Multi plan, for the EU, for the UK or for both, in monthly instalments, without interest and without any surcharge. The number of instalments is chosen at checkout among those offered on the order form, normally from two to six; where we create the order on the client's request we may agree a different number, up to twelve. The plan is not monthly billing under section 7 of the Agreement and it is not a loan or a credit agreement: we lend no money, and the client pays the annual fee in parts. The services, the documents and the designation are exactly those of the chosen plan paid in a single payment.

2. Who can use it

The plan is reserved for companies whose date of incorporation, as recorded in the official company register of their country, falls in the calendar year in which the order is placed. It is offered to businesses for the purposes of their trade. In each calendar year the plan can be ordered from 1 January until the last day of the month that we set for that year and show on the order page. We may end or change the promotion for future orders at any time; orders already placed continue under the terms accepted with them.

3. Check of the date of incorporation

At checkout the client states the company name, the country, the registration number and the date of incorporation. We check them against the public company register, directly or by an automated search followed, where needed, by a check by our staff. Where the company cannot be found in the register or the date found is different, the client may declare, under its own responsibility, that the date stated is correct; the declaration is recorded with its date and time and is reviewed by us before the designation is approved. We may ask, at any time during the first year, for a certificate of incorporation or an extract from the register. If the date of incorporation does not fall in the eligible year, or the declaration proves untrue, we may: (a) before approval, decline the instalment plan and

refund what was paid under it; or (b) after approval, ask the client to pay the remaining balance of the annual fee in a single payment within fourteen days. Giving false information in the order is also a ground for termination under section 8 of the Agreement.

4. Annual commitment

The plan is an annual commitment of twelve months. The annual fee shown at the time of purchase is divided into the chosen number of equal monthly instalments; any rounding cent is added to the first instalment. All instalments of the year remain due even if the client stops the renewal, stops using the service or asks to end the designation before the end of the year, except where sections 10 and 12 provide otherwise. Stopping the renewal takes effect from the following year.

5. Payment schedule

The first instalment is paid at checkout or, with the free trial, at the end of the trial. Each following instalment is charged automatically one month after the previous one, on the same calendar day as the first payment; in a month without that day, on its last day. The dates therefore start from the day on which the first instalment is actually paid. The full schedule, with dates and amounts, is sent by e-mail when the designation is approved and is always available in the client area. Before each automatic charge the client receives an e-mail reminder two days in advance. An invoice or receipt is issued for each instalment received.

6. Payment method and authorisation

Payments are processed by Mollie B.V. By paying the first instalment the client authorises us to charge the following instalments of the schedule, and those of the following years unless the renewal is stopped, to the same card or payment method. The client keeps the payment method valid and funded. On request to info@gdprrepresentative.com the client may pay the remaining instalments early; no discount applies.

7. Currency and VAT

The contractual price is always the amount in euros (EUR). Where VAT is charged under section 7 of the Agreement, the instalments are charged in euros and include VAT. Where the client chooses to pay in another currency offered at checkout, an option available only where no VAT is charged, each instalment is converted from its euro amount at the most recent euro reference rate published by the European Central Bank at the time of that charge. The amount in the other currency may therefore vary slightly from one instalment to another, while the euro amount never changes. Conversion charges of the client's bank or card issuer are borne by the client.

8. Free trial

Where the order page offers it, the plan may start with a free trial of seven days, with no card required. During the trial the designation is active and publicly verifiable. The first instalment falls due on the last day of the trial and the payment link is sent by e-mail; the schedule starts from the day on which it is paid. If the first instalment is not paid by the end of the trial, the trial ends, and the designation is suspended and then revoked as for any other free trial. No grace period applies to the first instalment.

9. Late or failed payment

If an instalment from the second onwards is not received, the client is told by e-mail and receives a link to pay it. We try the charge again automatically after three days, up to two further attempts. The designation stays active for eight days from the first failed attempt. If the instalment is still unpaid after those eight days, the designation is suspended: the verification page shows it as suspended and it no longer covers the company, and the client is told by e-mail. Paying the overdue instalments reactivates the designation immediately. Suspension does not cancel the instalments: they remain due. If any amount is still unpaid sixty days after the suspension, we may terminate the designation and revoke it; the instalments of the year then remain due and may be recovered.

10. Ending the designation during the year

The client may ask at any time to end the designation; we then revoke it, but the instalments of the current year remain due. If we end the service during the year for a reason that is not attributable to the client, the instalments not yet due are cancelled and any amount paid for the period after the end is refunded in proportion. Where the client is a consumer, section 13 of the Agreement applies.

11. Renewal

From the second year the plan renews in the same number of instalments, at the renewal fee shown at the time of purchase, as a new twelve-month commitment. Thirty days before the designation expires, the client receives by e-mail the schedule of the new year. The first instalment of the new year is charged ten days before the expiry date, so that the designation never lapses; when it is paid, the designation is extended by twelve months. The client may stop the renewal at any time from the client area or by writing to info@gdprrepresentative.com, with no notice period; a stop received before the first instalment of the new year is charged prevents the new year from starting. Changes to renewal fees follow section 7 of the Agreement.

12. Changes of plan

A change of plan during the year, such as a move from Base to Standard, is agreed in writing with us. The difference in price is calculated for the remaining term under section 7 of the Agreement; the instalments already scheduled continue unchanged unless we agree otherwise in writing.

13. Records

We keep the schedule, the payments, the result of the register check and any declaration of the client for the duration of the designation and for the periods required by law, as section 11 of the Agreement provides.

14. Governing law

Section 15 of the Agreement applies. The choice of law does not deprive a consumer of the protection of the mandatory rules of the country where they reside.

REP27 · New Companies Instalment Plan Supplement · https://gdprrepresentative.com/terms/#new-companies-instalments