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 1.5, 22 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).

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