

Agreement on
EU Authorised Representative for Personal Protective Equipment

个人防护用品欧盟授权代表协议

No.PMT-PPE2021223

This Agreement on EU Authorised Representative for Personal Protective Equipment (“Agreement”) is effective as of 23/12/2020 (“Effective Date”) and is by and between

本个人防护用品欧盟授权代表协议（“协议”）由以下主体签署，并于 2020/12/23
（“生效日期”）生效，

Party A/甲方

Name: QINGDAO HAINUO BIOLOGICAL ENGINEERING CO., LTD.

名称：青岛海诺生物工程有限公司

**Add: NO.1 GUANGDONG ROAD,JIANGSHAN INDUSTRIAL ZONE LAIXI CITY,
QINGDAO, CHINA**

地址：中国青岛莱西市姜山镇工业园广东路 1 号

Tel/电话：0086 150 6542 0708

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Party B/乙方

Name: Phoenix Medtech GmbH

名称：凤凰医疗科技有限责任公司

Add: Königsberger Strasse 11, 64839, Münster Hessen, Germany

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Königsberger S
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Party A and Party B are each a “Party” hereunder and, collectively, are the “Parties” hereunder.
甲方和乙方各方成为“一方”，双方合称为“双方”。

WHEREAS, Party A is a manufacturer of Representative for Personal Protective Equipment (“PPE”) incorporated in (QingDao City, ShanDong Province), China, and all the current and effective business license, permits and Certificates were enclosed to this Agreement as Annex I.

鉴于，甲方是一家在中国（山东省青岛市）设立的个人防护用品制造商，所有现行有效的营业执照、许可和资质在本协议后作为附件一。

WHEREAS, Party A intends to sell PPEs in the market of European Union (EU) , EEA and Switzerland, Turkey (**Territory**) under the requirement of current effective Regulation (EU) 2016/425 on PPE (**EU Regulation**).

鉴于，甲方有意根据现行有效的（EU）2016/425 个人防护用品法规（**欧盟法规**）的要求在欧洲联盟（**欧盟**）、欧洲经济体、瑞士、土耳其（**区域**）的市场销售个人防护用品。

WHEREAS, Party A desires to appoint Party B as the EU authorized European Representative for the PPEs with EC mark in the Territory (**EU Representative**) and pay for the service provided by Party B, and Party B intends to accept such appointment to be the EU Representative.

鉴于，甲方有意指定乙方作为甲方在区域内带有 CE 标志个人防护用品的欧盟授权代表（**欧盟代表**）并向乙方支付服务费，同时，乙方有意接受上述指定担任欧盟代表。

NOW, THEREFORE, both Parties enter this agreement as follow:

据此，双方达成如下协议：

I. Definition of PPEs

个人防护用品定义

1. The term “PPE” or “PPEs” used herein shall mean the Party A’s products identified on “Annex II: List of PPEs” hereto (**PPES**), which may be amended from time to time by written consent by both Parties.

本协议中使用的术语“个人防护用品”的含义是（附件二：个人防护用品清单中所列举的甲方产品“个人防护用品”），且该产品清单经双方书面同意后可随时变更。

II. Appointment of EU Authorized Representative

欧盟授权代表的指定

1. Party A hereby appoints Party B, and Party B hereby accepts the appointment, as Party A’s exclusive EU Representative for the PPEs in the Territory, subject to the terms and conditions of this Agreement. The Appointment of Party B shall be deemed as independent contractor relationship and Party B not as an employee, agent, subsidiary or corporate

affiliate of Party A.

甲方特此指定乙方,且乙方特此接受上述指定作为甲方在区域内个人防护用品独家欧盟代表。指定乙方作为欧盟代表应视为独立合同关系,乙方并非为甲方的员工、代理、分支机构或关联企业。

III. Term

合同期限

1. Subject to the other provisions, this Agreement shall be effective as of the date of signatures and stamps of both Parties and will remain in force throughout entire lifetime of all devices as mentioned in Annex 2 of this agreement, which are put into use in the Territory. This agreement shall be update at least once in every five (5) years along with the payment as described in Article V.1.1 of this agreement, in order to reflect any applicable revised regulatory requirements/guidelines.

受制于其他条款,本协议应于双方签字盖章日期开始生效并持续有效,直至区域内的个人防护用品(如附录2描述)整个使用寿命完结。与第五条第1.1款描述的付费同时,本协议应当至少每5年更新一次。这个更新是为了体现最新的法规要求或是指南。

2. Notwithstanding the above, either Party may terminate the Agreement with providing a written notice of cancelation at least ninety(90) days in advance.
3. During the implementation of the Agreement, this Agreement will be terminated automatically in the following circumstances:

在协议执行期间,如出现如下情况,本协议自动终止:

- 1) Party A cannot provide the EU Type-Examination certificate for Category II and Category III devices issued by a Notified Body within 2 months after signing off this agreement.

自此协议签字日期起,甲方不能在2个月内提供Category II以及Category III产品的EU型式检验证书。

- 2) Party A cannot continuously (on annual basis) provide evidence that for Category III devices, a Notified Body is conducting Module C2 or Module D conformity assessment activities.

对于Category III产品,甲方不能提供证据,显示公告机构在持续地进行Module C2或是Module D的合规性审查(每年一次)。

- 3) When Party A's any CE Certificates (Module B, Module C2 or Module D) or assessment report is withdrawn temporarily, recalled by the Notified Body, Party A is obligated to cooperate with Party B to accomplish the following processes within a reasonable time otherwise Party A shall be liable for the further consequences because

of its omission or improper conducts:

当甲方的任何 CE 证书 (Module B, Module C2 或是 Module D) 或者审查报告因故被公告机构临时吊销、收回时, 甲方应在合理时间内主动配合乙方做好以下善后工作, 否则甲方将承担由于不作为或者作为不当而产生的所有责任。

- a. Prepare for a written statement about the reasons why CE Certificates is temporarily withdrawn or recalled by the Notified Body, and
准备书面陈述简要说明 CE 证书被公告机构临时吊销或收回的原因, 以及
- b. Prepare for a written statement that no PPEs under the withdrawn or recalled CE Certificates being exported to the Territory, or a sales list and written assessment regarding the risk as well as the measures and timetable to solve the problems if such PPEs have been exported to the Territory.
准备书面陈述确认被临时吊销或收回的 CE 证书所覆盖的个人防护用品未出口至区域, 或者若该个人防护用品已经出口至区域, 准备销售清单、以及书面评估可能产生的风险以及甲方解决问题的措施和时间表。

- 4) Wenn Party A cannot provide the required Technical Documentation to Party B within thirty (30) days after the approval of CE certification, or before using CE mark on the respective PPEs, or before signing off the "EU Declaration of Conformity". In this case, Party A is liable for the consequence occurred.

当甲方在 CE 证书获批后三十 (30) 天内, 或者在相应个人防护用品上使用 CE 之前, 或是在签署“欧盟符合性声明”之前, 仍未向乙方提供所要求的技术文档时, 在此情况下, 甲方应承担由此产生的责任。

- 5) When the Fees for being EU Representative is not paid to Party B on the due date according to this Agreement, and no explanation is provided by Party A.

当甲方未在协议规定的最后期限内向乙方付清其作为欧盟代表费用, 而又不作解释时。

- 6) When Party A fails to perform the obligation set forth in Article IV.2.

当甲方未履行本协议第四条第二款所规定的义务时。

4. In case of the cancelation of the Agreement provided in Article II.2, Party A shall look for a new EU Representative and inform Party B the information of new EU Representative within thirty (30) days upon receipt of the written notice of cancelation by either party. The ending date of Party B's services is the cancelation date indicated in the notice of cancelation, and the beginning date of new EU Representative's services is the second day of cancelation date indicated in the notice of cancelation. Before the beginning date of new EU Representative's services, all the documentations and information regarding the PPES shall be forwarded to new EU Representative. Both Parties agrees that although the Agreement is terminated according to Article III.2, Party B will continuous to provide Services till the beginning date of new EU Representative's services for the purpose of compliance, and Party A shall pay for Party B's Services provided after the termination.

若本协议按照第三条第二款的约定终止时，甲方应在收到书面终止通知三十（30）天内寻找新的欧盟代表并通知乙方有关新欧盟代表的信息。乙方服务的终止时间为终止通知上写明的终止日期，新欧盟代表提供服务的起始时间为终止通知上写明的终止日期的次日。在新欧盟代表开始服务前，所有有关个人防护用品的文件和信息应转交给新欧盟代表。双方同意，尽管本协议按照第三条第二款的约定而终止，为合规之目的，乙方仍将继续提供服务直至新欧盟代表服务起始之日，并且甲方应支付乙方在合同终止之后提供的服务。

In case of the termination of the Agreement provided in Article III.3, Party A shall look for a new EU Representative and inform Party B the information of new EU Representative without any delay. The beginning date of new EU Representative's services is when all the documentations and information regarding the PPEs shall be forwarded to new EU Representative. Both Parties agrees that although the Agreement is terminated according to Article III.3, Party B will continuous to provide Services till the beginning date of new EU Representative's services for the purpose of compliance, and Party A shall pay for Party B's Services provided after the termination.

若本协议按照第三条第三款的约定终止时，甲方应及时寻找新的欧盟代并通知乙方有关新欧盟代表的信息。新欧盟代表提供服务的起始时间为所有有关个人防护用品的文件和信息已转交给新欧盟代表。双方同意，尽管本协议按照第三条第三款的约定而终止，为合规之目的，乙方仍将继续提供服务直至新欧盟代表服务起始之日，并且甲方应支付乙方在合同终止之后提供的服务。

In either case, Party A shall coordinate with new EU Representative with reasonable diligence regarding the transfer of documentations and information of the PPEs.

在以上任一情形中，甲方都应尽合理努力与新欧盟代表协商进行个人防护用品的文件和信息的转交事宜。

IV. Service Scope and Term of PPEs

个人防护用品服务范围和期限

1. Party B shall provide Party A with the following services subject to the type of PPEs:

根据个人防护用品的类型，乙方应向甲方提供如下服务：

- 1) Verify whether EU Declaration of Conformity and Technical Documentation have been drawn up and, whether an appropriate conformity assessment procedure has been carried out by Party A if applicable;

核实甲方产品的欧盟符合性声明和技术文档是否已起草，以及甲方是否已开始执行适当的合格评定程序(如适用)；

- 2) In response to a request from a competent authority, provide that competent authority with all the information and documentation necessary to demonstrate the conformity of PPEs;
回复主管机关的请求以便主管机关有所有必要信息和文件证明个人防护用品符合相关标准;
 - 3) Forward to Party A any request by a competent authority of the Member State in which Party B has its registered place of business, or access to PPEs; and verify that the competent authority receives the samples or is given access to the PPEs;
向甲方传达乙方商业登记地成员国主管机关有关个人防护用品的任何请求, 或获得个人防护用品; 并核实主管机关是否已收到个人防护用品样品或被允许获得个人防护用品样品;
 - 4) Cooperate with the competent authorities on any preventive or corrective action taken to eliminate or, if that is not possible, mitigate the risks posed by PPEs; and
与主管机关合作采取预防或纠正措施消除, 或在不可能消除危险时, 减少个人防护用品带来的危险; 以及
 - 5) Inform Party A about complaints and reports from professionals and users about suspected incidents related to PPEs for which they have been designated.
通知甲方来自医疗专业人员和用户有关其使用的个人防护用品疑似事故的投诉和报告。
2. To perform the above services by Party B, Party A shall
为使乙方履行上述服务, 甲方应
- 1) Provide Party B with the list of PPEs and EU Declaration of Conformity and Technical Documentation at least thirty (30) days before export to the Territory;
至少在个人防护用品出口至区域内前三十(30)天向乙方提供欧盟符合性声明和技术文档;
 - 2) Inform Party B any amendments, updates, changes of Party A and/or PPEs within one (1) business days upon it occurs;
在甲方和/或个人防护用品发生任何变更、更新之日起一(1)个工作日内通知乙方该等变更和更新;
 - 3) Ensure that any information and documents provided to Party B regarding Party A and the respective PPE are true and accurate; and
确保向乙方提供的关于甲方和各个个人防护用品的所有信息和文件都真实和准确; 以及
 - 4) Actively cooperate with Party B on any actions and investigation required by the competent authority.

积极配合乙方进行主管机关要求的任何措施和调查。

Provided Party A fails to perform the above obligations in Article IV, Party A shall bear any damages, losses, and fines incurred to Party B.

若甲方未能履行第四条约定的义务，甲方应承担由此给乙方带来的任何损失和罚款。

3. Unless otherwise provided in this Agreement, the service term for each PPE is starting from first day on which the name of PPE was listed on 'Annex II: List of PPEs' and remain effective till the termination or cancellation of this Agreement ("**Service Term of PPEs**"). 除非本协议另有约定，每个个人防护用品的服务期自该个人防护用品名称列入《附件二：个人防护用品清单》之日开始持续有效，直至本协议终止或取消。

V. Calculation and Payment of Fees of EU Authorized Representative

欧盟授权代表费用的计算与支付

1. Party A agrees on the paying for fees as follows ("Fees"):
甲方同意支付以下费用（“费用”）：
 - 1) Service fee for retaining Party B as the EU Authorized Representative is charged every five (5) years starting from the Effective Date, which is due at least thirty (30) days before the last day of every five (5) years' payment cycle;
聘用乙方作为欧盟授权代表的服务费用，自本协议生效日期起每五(5)年收取一次，甲方应在每五(5)年付款周期到期日前至少三十(30)天付款；
 - 2) Handing fees for one-time add, change and/or updates of "Annex II: List of PPEs".
一次性添加、修改和/或更新《附件二：个人防护用品清单》的手续费。

VI. Rights and Responsibilities of Party A

甲方的权利和义务

1. Party A represents and warrants to Party B that the PPEs are in fully compliance with applicable regulations and rules in the Territory, are free from defects in materials and workmanship, and will conform with all claims and specification in the respective EU Technical Documentations.
甲方向乙方陈述并保证，个人防护用品完全符合区域内相关的法律法规要求，材料和工艺均无缺陷，并符合每个EU技术文件中的声明以及技术指标的要求。
2. If there are any substantial changes of Party A and/or the registered PPEs, including but not limited to any substantial information updates on EU Declaration of Conformity and CE Certificates, contact information updates of the general part of the Technical Documentations, change of name and address of Party A, additional variation/models of PPEs, Party A shall notify Party B in written within one (1) business day upon such change occurs.
若甲方或已登记的个人防护用品出现任何重大变更，包括但不限于欧盟符合性声明

和 CE 证书中的重要信息发生变更、技术文档中的联络方式变更、甲方名称和地址变更、个人防护用品的补充型号等，甲方应在出现变更起一 (1) 个工作日内书面告知乙方。

3. If any events as specified in Article 38, Article 40 or Article 41 of Regulation (EU) 2016/425 on PPE, register of complaints of nonconforming devices and of recalls and withdrawals, complaints or reports from professionals or users about suspected events received by importers and distributors regarding PPEs which have placed on the market in the Territory, Party A shall investigate the reason in time, and complete the vigilance report. Party A shall inform Party B the above events in written in one (1) business day, and submit the investigation result and the vigilance report to the relevant competent authority according to the EU Regulations, and other applicable guidelines.

若投放入区域内市场的个人防护用品出现任何欧盟 2016/425 法规第三十八条，第四十条或第四十一条规定的事件，不合格器械和产品召回的投诉登记、专业人士或用户从进口商和分销商获得就疑似事故的投诉或报告，甲方应在合理时间内调查，完成警戒报告。甲方应在一(1)个工作日内书面通知乙方上述情形，并根据欧盟法规或其他适当规定向主管机关提交调查结果和警戒报告。

4. Party A shall preserve and make available any of the records mentioned in Article VI.3.
甲方应保存并提供第六条第三款所涉及的所有报告。
5. Party A fully understand and undertake that Party B is merely a representative in the Territory mandatorily required by EU Regulations, not an importer, distributor, seller of the PPEs. Party A further undertake that only Party A is liable for any product liability of PPEs, and any indemnification related to the product liability of PPEs shall be borne by Party B.
甲方完全理解并同意，乙方仅仅是根据欧盟法规强制要求的在区域内的代表，乙方不是个人防护用品的进口商、分销商、销售方。甲方进一步同意，仅由甲方承担个人防护用品的所有产品责任，并且甲方向乙方赔偿由乙方先前承担的所有个人防护用品的产品责任。
6. In response to the request from the competent authority, Party A shall
为回应主管机关的请求，甲方应
 - 1) Provide that competent authority with all the information and documentation necessary to demonstrate the conformity of the PPEs, in an official Union language determined by the Member State concerned, without any delay;
及时向主管机关提供其所在成员国指定的官方语言书就的所有信息和文件用以证明个人防护用品符合要求；
 - 2) Cooperate with the competent authority on any preventive or corrective action taken to eliminate or, if that is not possible, mitigate the risks posed by the PPEs; and
与主管机关配合采取防御或纠正措施消除、或减小个人防护用品带来的危险(若不可能消除危险时)；以及

- 3) Be responsible for any disputes related to product liability of PPEs, such as any claims for compensation concerning product quality that arise after sale.

对与个人防护用品产品责任相关的所有争议承担责任，如售后的产品质量问题导致的所有赔偿请求等。

Party B may assist Party A to handle the above issues in accordance with the written authorization of Party A. All the expenses occurred during Party B's handling of such issues shall be borne by Party A. Party A should pay all of the costs of accommodations, traffic and other allowance for Party B's employee or advisor for the need of investigation, analysis and disposal of the dispute.

乙方可根据甲方书面授权协助甲方处理上述事务。乙方在处理事务过程中产生的所有费用均由甲方承担。为调查、分析和处理纠纷之需，乙方应承担所有乙方雇员或顾问的食宿、交通等实际支出的费用。

7. Before importing PPEs in the Territory, Party A shall ensure that the label of PPEs bears the name and registered place of Party B as the EU Representative. If any delay, omission or cancelation of registration was caused by Party A, Party A shall be responsible for any consequence, such as warnings, penalties, cancelation of CE Certificates, and prohibition of distribution of PPEs in the Territory. Party A shall also compensate Party B's any damages or losses incurred as being EU Representative.

在个人防护用品进口至区域内之前，甲方应确保个人防护用品的产品标签中注明作为欧盟代表的乙方的名称和注册地址。若因甲方原因的延迟、疏忽或隐瞒的情形，甲方应承担全部责任，包括警告、罚款、吊销CE证书、以及禁止在区域内销售。此外，甲方应向乙方赔偿其作为甲方欧盟代表所遭受的所有损失。

8. Party A agrees that all the obligations regarding importers and distributors in this Agreement shall be incorporated to the agreement with importers and distributors, otherwise any fines, damages or losses incurred to Party B shall be bore by Party A.

甲方同意，本协议中涉及到进口商和分销商的所有义务条款应放入其余进口商和分销商的协议中，否则甲方承担乙方由此受到的任何罚款和损失。

VII. Rights and Responsibilities of Party B

乙方的权利和义务

1. Party B shall review the required documents provided by Party A, and verify the information with Party A if there is any questions, within ten (10) business days upon the receipt of such documents.

乙方应在收到甲方提供的必要文件之日起十(10)个工作日内审核其内容并与甲方核实相关问题。

2. Party B shall reserve the following electronic files of PPEs for ten (10) years, upon the last PPE has been placed on the market in the Territory, and be responsible for keeping confidentiality and submitting upon the request by competent authority. The files include:

乙方应自最后一个人个人防护用品投入区域内市场时起，保存以下个人防护用品的电

于文档十(10)年。该文档包括:

- 1) EU Declaration of Conformity;
欧盟符合性声明;
 - 2) EU Technical Documentations;
EU 技术文档;
 - 3) CE Certificates;
CE 证书;
 - 4) Copy of the label, packaging and instructions for use (in all languages requested by the countries where PPEs are marketed);
使用个人防护用品投放市场所在国所要求的语言书写的标签、包装和使用说明书的副本;
 - 5) Risk reports and field safety corrective actions taken in the Territory;
发生在区域内的风险报告和现场安全纠正措施;
 - 6) Any amendment and updates of the above documents.
上述文件的所有修订和更新。
3. Party B shall keep Party A informed in all matters that may be associated to the PPEs placed on the market in the Territory. At the minimum, the exchange of information concerning following shall be covered:
乙方应随时通知甲方所有关于投入到区域内市场中的个人防护用品的事宜, 应至少包括:
- 1) If the competent authority contacts Party B about its interim measures to withdraw Party A's PPEs from the market, or prohibit or restrict their being placed on the market or put into service, Party B should communicate such measures to Party A without any delay.
若主管机构就有关对甲方个人防护用品采取撤出市场、禁止或限制上市或投入使用的临时措施而联系乙方, 乙方应立即将相关措施与甲方沟通。
 - 2) When the EU Commission finds that national measures taken under the Safeguard Clause are unjustified, it shall immediately so inform the Member State which took the measures and the manufacturer or its EU Representative. If the competent authority contacts Party B, Party B should communicate such information to Party A without any delay.
当欧盟委员会认为保障条款下的国家措施不合理时, 欧盟应立即通知采取措施的成员国和制造商或其欧盟代表。若主管机关就此事联系乙方, 乙方应立即与甲方沟通。

- 3) If the competent authority contacts Party B about its assessment outcome of accidents of Party A's PPEs, Party B should communicate such information to Party A without any delay.

若主管机构通知乙方关于甲方产品事故的评估决定，乙方应立即就此事联系甲方并且使甲方知晓主管机构的决定。

4. Party B shall notify any customers' claims to Party A regarding the PPEs within boundary of the Territory without any delay.

乙方应及时通知甲方所有关于区域内个人防护用品的客户投诉。

5. If there are any substantial changes of Party B, including but not limited to the relocation to a new address and changing name, Party B shall notify Party A with change notification in written within ten (10) business days upon such change occurs.

若乙方有重大变更，包括但不限于变更地址或者名称时，乙方应自该等变更发生之日起十(10)个工作日内书面通知甲方。

VII. General terms for Party A and Party B

甲方及乙方共同条款

1. Each party should appoint one or two persons as the primary contact who connect with the other party and deal with the normal daily grind according to this Agreement. Information of both Parties' contact should be written in 'Annex 3: Information of Primary Contact'.

每方应指定一至二人作为第一联络人，负责与对方沟通、共同协调处理本协议条款约定范围内的日常工作。双方联络人的联络方式记录在本协议的《附件三：联络人信息》

Any changes and updates of the above information shall be informed to other party in writing without any reasonable delay. If one party could not receive any information from other party due to failure of informing such changes and updates, the non-fault party shall be responsible for any damages or loses incurred.

甲、乙双方中的任何一方，一旦对上述信息做任何修改、调整或取消的，需书面或邮件方式及时通知对方。如果由于没有及时通知而造成一方的信息无法转达给另一方之错误的，由过错一方承担由此引起的一切责任。

2. Obligations and rights described in this Agreement between Party A and Party B are only valid within the scope of PPEs listed in Annex 2.

本协议所规定的双方权利和义务，仅限于附件二中列明的产品范围。

3. Obligations and rights of both Parties are limited as described in this Agreement unless otherwise stipulated by EU Regulations regarding the PPEs in the Territory. The validity and construction of both Party's obligations and rights are governed by this Agreement and EU Regulations.

除欧盟法规对区域内的个人防护用品另有规定外，本协议所约定的双方权利义务按

照本协议约定执行，甲、乙双方不被赋予其他权利和义务。双方权利和义务的有效性和解释受制于本协议和欧盟法规。

4. Party shall keep any information of Party B confidential, according to applicable Chinese laws. Party B shall keep any information of Party A confidential, according to applicable Chinese and European law. Unless with written consent, or required by governmental authorities, both Parties shall keep the information from each other confidential.

甲方应当按照中国相应法规要求，对于乙方信息进行保密。乙方应当按照中国和欧盟相应法规要求，对甲方信息进行保密。除非有对方书面许可，或者是政府部门要求提供信息，否则，甲乙双方都不应当对外泄露任何对方信息。

5. The validity, construction and performance of this Agreement shall be governed by and interpreted in accordance with the applicable laws of the P.R. China.

本协议的有效性、解释和履行受中国法管辖并根据中国法解释。

6. All disputes arising from the execution of, or in connection with, this Agreement shall be settled amicably through friendly negotiation. In case no settlement can be reached through consultations, the disputes in question shall be submitted to China International Economic and Trade Arbitration Commission Shanghai Branch for arbitration in accordance with the arbitration rules and the procedure for the said commission. The arbitration shall take place in Shanghai, China. The arbitration award shall be final and binding on the Parties thereto. The cost of arbitration shall be borne by the losing party.

凡因执行本协议所发生的或与本协议有关的任何纠纷，双方应通过友好协商解决。若未能通过协商解决的争议应提交中国国际经济贸易仲裁委员会上海仲裁分会，根据该仲裁规则进行仲裁。仲裁地点为中国上海。仲裁裁决为最终结论，对双方均有约束力。仲裁费用由败方承担。

7. The Agreement was made in English and Chinese, and Chinese version of this Agreement shall prevail if any discrepancy.

本协议以中英文书就，若两种版本之间出现分歧，则以中文版本为准。

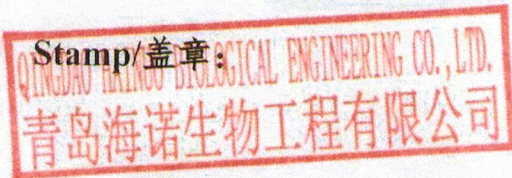
Annexes 附件:

- ◇ **Annex 1: Business License, Permits and Certificates of Party A**
- ◇ 附件一：甲方营业执照、许可证、资质证书
- ◇ **Annex 2: List of PPEs**
- ◇ 附件二：个人防护用品产品清单
- ◇ **Annex 3: Information of Primary Contact**
- ◇ 附件三：联络人信息

Party A: Qingdao Hainuo Biological Engineering CO., LTD.

甲方：青岛海诺生物工程有限公司

Signature/签字: *Raphinél*



Date/日期: 2020 年 12 月 23 日

Party B: Phoenix Medtech GmbH

乙方：凤凰医疗科技有限责任公司

Signature/签字: *Han*

Stamp/盖章: Phoenix Medtech GmbH
Königsberger Straße 11
64839 Münster (Hessen)
HRB 97741

Date/日期: 2020 年 12 月 23 日

Annex 1: Business License, Permits and Certificates of Party A

附件一：甲方营业执照、许可证、资质证书

Annex 2: List of PPEs

附件二：个人防护用品产品清单

Name of PPE 个人防护用品名称	Model 型号	Category 分类
Protective Face Mask	C004	III
Disposable Nitrile Gloves	C610	II
Disposable Vinyl Gloves	C603	II

Party A: Qingdao Hainuo Biological Engineering CO., LTD.

甲方：青岛海诺生物工程有限公司

Signature/签字: *Raphael*

Stamp/盖章: **QINGDAO HAINUO BIOLOGICAL ENGINEERING CO., LTD.
青岛海诺生物工程有限公司**

Date/日期: 2020 年 12 月 23 日

Party B: Phoenix Medtech GmbH

乙方：凤凰医疗科技有限责任公司

Signature/签字: *Han*

Stamp/盖章: **Phoenix Medtech GmbH
Königsberger Straße 11
64839 Münster (Hessen)
HRB 97741**

Date/日期: 2020 年 12 月 23 日

Annex 3: Information of Primary Contact

附件三：联络人信息

Party A/ 甲方

Name of Primary Contact/联络人姓名: 王城
Title/职务: Director of Trade Dept.
Tel/电话: 0086 150 6542 0708
Fax/传真:
Email/电子邮箱: wangcheng@hynaut.cn
Address/地址: 中国青岛莱西市姜山镇工业园广东路 1 号

Party B/ 乙方

Name of Primary Contact/联络人姓名: Chen, Claudia
Title/职务:
Tel/电话: +49 6071 4977513
Fax/传真: +49 6071 7396464
Email/电子邮箱: contact@glgi.de
Address/地址: Königsberger Strasse 11, 64839, Münster
Hessen, Germany