



# MANDATE

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Under the terms of this agreement (the "**Agreement**"), Vodafone Procurement Company S.a r.l ("**Vodafone**") hereby appoints TCT Mobile Phones Europe SAS (the "**Supplier**") to act as its authorised representative in the European Union ("**Authorised Representative**") in respect of the handsets, tablets, mobile broadband and/or customer-premises equipment that are furnished by Supplier (the "**Product**"). This Agreement made on **31<sup>st</sup> March 2017** (the "Effective Date") is issued in accordance with and is governed by the terms and conditions of the VPC Procurement Agreement contract ID number 17602 (the "**VPA**"), unless where varied by or to the extent there is anything contrary in this Agreement. Vodafone and Supplier have signed Supplier Adherence Schedule dated 22<sup>nd</sup> October 2009 with the contract ID 17660.

## 1. SERVICES

In consideration of the commercial relationship between the Supplier and Vodafone under the VPA, the Supplier shall provide the services set out in this clause 1 as Authorised Representative of Vodafone (the "Services"):

- a) Prepare and sign the EU Declaration of Conformity ("**DoC**") once the conformity assessment process has been completed by the Supplier. The conformity assessment should be based on the information provided by the Supplier and/or Vodafone as applicable (including any relevant notified body feedback (where applicable)) that it has been designed and manufactured in accordance with the essential requirements set out in Article 3 of the Radio Equipment Directive 2014/53/EU (the "**RE Directive**").
- b) Lodge applications with the relevant notified body relating to any conformity assessment process required to be undertaken under any legislation applicable to the Product (including, where applicable, the **RE Directive**).
- c) Prepare and make available to Vodafone a short version of the DoC (for distribution with the Product) and the full version (to be placed online on Vodafone's website), and provide these to Vodafone.
- d) Once the conformity assessment process for the Product is complete, and on the instructions of the Supplier, affix the CE Mark to the Product.
- e) Keep the DoC and all relevant technical documentation under any legislation applicable to the Product (including, as applicable, the RE Directive, the RoHS Directive 2011/65/EU ("**RoHS**") and the Ecodesign Directive 2009/125/EC (the "**Ecodesign Directive**") at the disposal of market surveillance authorities for a minimum period of 10 years after the last Product is shipped.
- f) If approached by any competent national authority in the EU, supply all information and documentation necessary to prove conformity of the Product with the legislation applicable to the Product (including, where applicable, the RE Directive, the Ecodesign Directive and RoHS).
- g) Where requested by any competent national authority in the EU, cooperate on any action required to be taken to eliminate risks caused by the Product.



- h) Supplier warrants and represents that it shall perform the Services and its obligations under this Agreement in accordance with (i) Vodafone's reasonable written instructions; (ii) in a professional and competent manner; and (iii) in compliance with all applicable EU, national, regional and local laws, regulations, guidance and professional and industry codes of conduct, including but not limited to the RE Directive, RoHS, the Ecodesign Directive, Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and any relevant guidance issued by the competent authorities of the EU Member States ("Applicable Laws").

## 2. CONTACTS WITH AUTHORITIES

- a) To the extent permitted by Applicable Laws, Supplier shall notify Vodafone as soon as practicable after any governmental or competent national authority or consumer communicates with Supplier with respect to Supplier's role as Vodafone's Authorised Representative in the EU or in respect of the Product, including in relation to any Product defect, adverse event or recall. Supplier shall also forward to Vodafone copies of all documents, information and correspondence that Supplier receives from any governmental or competent national authority or consumer with respect to Supplier's role as Authorised Representative of Vodafone in the EU or the Product as soon as practicable after receipt.
- b) To the extent permitted by Applicable Laws, Supplier shall not provide any governmental or competent national authority with any documentation, respond to any questions posed by such authority or engage in discussions with such authority without prior written instruction from Vodafone (not to be unreasonably withheld or delayed). Supplier shall provide Vodafone with copies of all documents provided to any governmental or competent national authority as soon as practicable following the submission of such documents. Supplier shall provide a written summary of any discussion undertaken with any regulatory authority or ethics committee as soon as practicable after such discussions.
- c) To the extent permitted by Applicable Laws, Supplier shall notify Vodafone as soon as practicable after any governmental or competent national authority requests permission to or does inspect Supplier's records in connection with Supplier's performance of its role as Vodafone's Authorised Representative in the EU. Supplier shall cooperate with any such inspection and shall deliver immediately to Vodafone all materials, correspondence, statements, forms and records ("Inspection Documents") which Supplier receives, obtains or generates pursuant to any such inspection. Supplier shall deliver each Inspection Document to Vodafone as soon as practicable after the receipt or generation of such Inspection Document.

## 3. TERM, TERMINATION AND EFFECTS OF TERMINATION

This Agreement shall commence on the Effective Date and shall continue in full force and effect for the term of the VPA unless terminated in accordance with this Clause 6.

- a) Vodafone may terminate this Agreement without cause on 30 days' prior written notice to Supplier.
- b) Upon termination of this Agreement, the Supplier shall immediately cease acting or holding itself out as Authorised Representative in the EU in relation to the Product and/or



Vodafone. Supplier shall, at Vodafone's reasonable request, co-operate with Vodafone to facilitate the orderly appointment of a new Authorised Representative in the EU and the termination or transfer of any obligations undertaken by Supplier as part of its role as Vodafone's Authorised Representative in the EU; and

- c) The termination or expiry of this Agreement shall not affect any provision of this Agreement which is expressly or by implication provided to continue in effect after termination or expiry.

**4. CONFLICT OR INCONSISTENCY WITH THE VPA**

In the event of inconsistency between the terms of this Agreement and the VPA, the terms of this Agreement shall prevail to the extent that they relate to the appointment of the Supplier as Vodafone's Authorised Representative or the performance of the either party's obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Signed by  
Vodafone Procurement Company S.À R.L.

*Sonia Hernandez*

Name: Sonia Hernández  
Group Supply Chain Management  
Title: Director - Commercial & Services

Date: 04 AVR. 2017

Signed for and on behalf of  
TCT Mobile Phones Europe SAS

*Eric Vallet*

Name: Eric VALLET  
Title: VP. Partnership & Global Account

Date: March, 31<sup>st</sup> 2017

Signed by  
Vodafone Procurement Company S.À R.L.

Signed for and on behalf of  
TCT Mobile Phones Europe SAS

Name:

Name:

Title:

Title:

Date:

Date: