

**SUPPLIER AGENCY AGREEMENT FOR MARKING OF PRODUCTS IN
ACCORDANCE WITH THE ACMA LABELLING NOTICES AND RSM
RADIOCOMMUNICATION COMPLIANCE NOTICE****1. Definitions**

For the purpose of this agreement the following definitions shall apply.

- a) **The Company** refers to COMPANY NAME mentioned in Clause 6, Table 1 of this document
- b) **ANZEC** refers to ANZ Electrical Compliance (ABN: 76 310 261 826)
- c) **The Manufacturer** refers to Fanstel Corporation, Taipei
- d) **The Products** refers to any products imported by The Company for which ANZEC holds the compliance folder for, and which comply to all relevant Australian/New Zealand technical standards and import laws, and which are listed in **Appendix I** of this agreement.
- e) **ACMA** refers to the Australian Communications & Media Authority
- f) **RSM** refers to the Ministry of business, innovation & employment (Radio Spectrum Management)
- g) **DoC** refers to the Declaration of Conformity for The Products EMC/RF/EME/TELECOM requirements

2. Purpose

The purpose of this agreement is to appoint ANZEC as the Australian and/or New Zealand compliance agent for The Products in regards to the ACMA's Labelling Notices and RSM Radiocommunications Compliance Notice, and to allocate responsibility for the holding of compliance folders for The Products

3. Agent Responsibilities

The Company hereby appoints ANZEC to be our agent for the purposes of compliance with the ACMA's Labelling Notices and RSM Radiocommunications Compliance Notice.

ANZEC accepts full responsibility for the ACMA and RSM Radiocommunications Compliance Notice compliance and record keeping for The Products in Australia/New Zealand, providing that:

- a) The Products have not been modified in any way that will adversely affect their compliance by The Company
- b) The Products are marked and/or provided with documentation in accordance with Australian/New Zealand Law, and are provided with installation and/or operation instructions in accordance with the parameters of The Manufacturer's specifications for which The Products have been deemed compliant.
- c) All documentation and/or markings provided with The Product make no claims regarding the performance and/or operation of The Products which would contradict the parameters of the manufacturers published specifications for which The Products have been deemed compliant
- d) The Company has ensured that The Manufacturer has not altered the Product in any way that would render the Product non-compliant with the held ACMA/RSM compliance documents.
- e) Any Products installed by The Company have not been installed in a way that would render the Product non-compliant with the held ACMA/RSM compliance documents.
- f) The Product has been used entirely within the Manufacturer's specifications.

ANZEC will hold all relevant documentation and compliance folders for The Product in relation to ACMA/RSM requirements of Australia/New Zealand.

ANZEC will, with written permission from The Company, make available a copy of the DoC for each Product covered by this agreement and listed in **Appendix I**.

ANZ Electrical Compliance
8 Cootamundra Crescent, Blackburn, VIC 3130, AUSTRALIA

Tel: +61 (0)430 412 380

ANZEC will need to be notified in the event that the manufacturer modifies the product. We will then promptly update the compliance folder and any relevant documentation with the new evidence of compliance, as required under the Labelling Notices and Compliance Notice, and provide The Manufacturer with confirmation of the change(s) and if required an updated DoC.

ANZEC shall be responsible for the handling of any and all regulatory enquiries from the ACMA/RSM in regards to The Products.

In the event that this agreement is terminated, ANZEC shall hold the compliance folders for a period of five years in accordance with ACMA/RSM requirements, and will remain responsible for regulatory enquiries and associated compliance issues throughout the record retention period for the Products sold by The Company during the period this agreement was in effect.

ANZEC shall with written permission from The Manufacturer provide full copies of the contents of the compliance folders to The Company.

4. Company Responsibilities

Under this agreement The Company will be responsible for all other regulatory and technical requirements as per Australian/New Zealand Law, and shall confer no other responsibilities to ANZEC other than those covered by this agreement.

The Company shall import The Products and supply them to the Australian/New Zealand market in full compliance with Australian/New Zealand law.

The Company shall not modify, mark or promote The Products in any way that would adversely alter their compliance to the ACMA/RSM requirements and compliance documents held by ANZEC.

The Company shall immediately give notice of any change to the product which may affect the ACMA/RSM compliance or compliance documents held by ANZEC.

The Company shall provide documentation and markings with any Products sold in Australia/New Zealand in accordance with Australian/New Zealand Law.

The Company agrees not to use the ANZEC brand or business name to promote their products, and shall not mark any product or documentation with ANZEC branding or details in any way, except for the express purpose of disclosure of ACMA/RSM compliance folder responsibility as per Australian/New Zealand Law.

The Company shall be held fully responsible for ensuring that any Products provided by The Manufacturer are identical to the Products that were evaluated and/or deemed compliant by ANZEC, and shall make every effort to ensure that these Products have not been altered in any way that would render them or the relevant compliance documents non-compliant.

5. Period and Termination

This agreement will continue for a period of twelve months from the date indicated at the start of this agreement.

It may be terminated by either party at any time provided that written notice of at least 30 days is provided to the other party.

Any action by either party that is contrary to the terms and conditions stipulated in this agreement shall immediately render this agreement null and void.

6. Confirmation

I hereby agree to the terms of this agreement.

ANZ Electrical Compliance
8 Cootamundra Crescent, Blackburn, VIC 3130, AUSTRALIA


Tel: +61 (0)430 412 380

Table 1:

SIGNATURE:	NAME:
Date: _____	POSITION IN ORGANISATION:
COMPANY NAME:	

On behalf of The Company

Table 2:

SIGNATURE: 	NAME: Joshua HUANG
Date: 11 May 2023	POSITION: Compliance Specialist

On behalf of ANZ Electrical Compliance

Appendix I

Product Information	Compliance Details
Product Description: Bluetooth 5.3, 802.15.4 Module	Folder No: P23240LR DoC date: 11 May 2023
Trade Name: Fanstel	
Model Number(s): BT40N, BT40NE	