

eis GmbH Authorized Online Drop-ship Reseller Application and Agreement

Authorized Online Drop-ship Reseller Application	
Applicant's Legal Name:	
DBA/Trade Name(s):	
Corporate Address:	Telephone:
	Fax:
	E-Mail:
	Company Website:
Primary Contact:	Title:
Company Legal Status: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship	
DUNS or EIN:	
eis GmbH Distributor(s):	
Application for Website Approval	
Requested Domain Name(s):	<i>eis GmbH Use Only:</i>
	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
	<input type="checkbox"/> Approved <input type="checkbox"/> Declined

AUTHORIZED ONLINE DROP-SHIP RESELLER AGREEMENT

This eis GmbH Authorized Online Drop-ship Reseller Agreement (the "Agreement") is by and between eis GmbH and the undersigned Authorized Drop-ship Reseller ("Reseller," "you," or "your"). This Agreement shall be effective on the date that eis GmbH executes the Agreement (the "Effective Date").

1. **Manner of Sale.** Reseller is authorized to market for sale and sell eis GmbH Products ("Products") only as set forth herein. Sales in violation of these terms are strictly prohibited, are considered a material breach of this Agreement, and may result in eis GmbH's immediate termination of this Agreement and revocation of Reseller's status as an Authorized Drop-ship Reseller, in addition to other remedies. Products sold to unauthorized persons or through unauthorized channels, including unauthorized Internet sites, shall not be eligible for certain eis GmbH services and benefits, including, unless prohibited by law, coverage under eis GmbH Product warranties or guarantees.

1.1 Reseller shall sell Products solely to end users of the Products. Reseller shall not sell to anyone a quantity of the Products greater than that generally purchased by an individual for personal use or gifting.

1.2 Reseller shall not sell any of the Products to any person or entity for re-sale without the prior written consent of eis GmbH. This includes sales to B2B accounts, wholesalers, freight forwarders/drop

shippers for other resellers, or any other person Reseller knows or has reason to know intends to re-sell the Products.

1.3 Reseller shall not sell Products to customers outside the United States of America and its territories without obtaining eis GmbH's prior written consent.

1.4 Samples and products designated for promotional use that are provided to Reseller free of charge are, for purposes of this Agreement, not Products and may not be sold under any circumstances.

2. Internet Sales. Subject to and to the extent provided by the terms and conditions herein, you may market for sale and sell Products solely and exclusively at the website(s) identified as approved by eis GmbH in the Application for Website Approval above (hereinafter, the "Website"). You are prohibited from marketing for sale and/or selling Products on any other website, including, but not limited to, any third-party marketplace site (e.g., eBay, Amazon, Walmart Marketplace, Sears Marketplace, Jet), classified site (e.g., Craigslist, Facebook Marketplace), or social media site.

2.1 Your Website must be confined to the specific approved domain name. You may not use any eis GmbH trademarks, nor any misspellings of any eis GmbH trademarks, in the construction of your domain name, including top-level domains and sub-domains, for any part of your Website.

2.2 You may not sell online anonymously. The full name, address, and telephone contact of your business should be clearly indicated at your Website. Your Website must not give the appearance that it is operated by eis GmbH.

2.3 The following copyright attribution must appear on any page of your Website where eis GmbH graphic material appears: *The Satisfyer® and Partner™ logos, text, graphics, and photo images are the property of Andre Geske and are used with permission from eis GmbH as the exclusive licensee of the Satisfyer® and Partner™ United States trademarks. Copyright © 2017.*

2.4 At eis GmbH's request, you will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise your Website.

2.5 In the operation of your Website, you acknowledge and agree that you are responsible for all rights and obligations applicable to you and your individual customers in a privacy policy and any terms of use, terms of sale, other agreements or the like applicable to your Website or your sale of Products.

2.6 In your sales of Products from your Website, you acknowledge and agree that you are responsible for any applicable taxes associated with your individual customers' purchases of Products and any returns of Products. Orders shall be fulfilled through an Authorized eis GmbH Distributor.

2.7 In your marketing and descriptions at your Website, all Product images and descriptions must be kept up to date.

2.8 You may not accept orders for any Products from customers outside the United States of America. Accordingly, you will prominently display at your Website a statement similar to the following: "We ship Satisfyer and Partner products only to customers within the United States of America."

2.9 You represent and warrant that, in all operations of your Website, you are compliant and will maintain compliance with the Payment Card Industry Data Security Standard (PCI DSS) and will be certified at least annually or as required by PCI DSS as compliant at the appropriate merchant level.

3. Reseller's Obligations

3.1 Customer Service. Reseller shall be familiar with the special features of all Products and must obtain sufficient product knowledge to advise end-user customers on how to use the Products safely and properly. Reseller must be available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries within 24 hours. At all times, Reseller must represent the Products in a professional manner and refrain from any conduct that is or could be illegal, gives or could give the appearance of impropriety, or otherwise is or could be detrimental to the reputation of eis GmbH.

3.2 Recall and Consumer Safety. To ensure the safety and well-being of the end-users of the Products, Reseller shall cooperate with eis GmbH with respect to any Product recall or other consumer safety information dissemination effort.

3.3 Compliance with Applicable Laws. Reseller shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products.

3.4 Consumer Confusion. Reseller shall not advertise, market, or display non-eis GmbH products together with eis GmbH Products in a manner that would create the impression that the non-eis GmbH products are made by, endorsed by, or associated with eis GmbH. Reseller shall not advertise, offer for sale, or sell any Products as genuine that in fact are not or falsely or inaccurately represent the features or functionality of any Products.

3.5 Contact Information. Reseller shall maintain accurate and up-to-date company information with eis GmbH and agrees to promptly notify eis GmbH of any changes to Reseller's address, telephone number, email address, or other contact information.

4. Intellectual Property. Reseller acknowledges and agrees that eis GmbH is the exclusive licensee of the Satisfyer and Partner brands, names, logos, service marks, and trademarks related to the Products (the "eis GmbH Trademarks")¹ in North America. Reseller shall refrain from questioning or challenging the rights claimed by eis GmbH in the eis GmbH Trademarks anywhere in the world or assisting any others in doing so. Reseller is granted a limited, non-exclusive, non-transferable, revocable sublicense to use the eis GmbH Trademarks solely for purposes of selling and advertising the sale of the Products as set forth herein. This sublicense will cease upon termination of this Agreement. eis GmbH reserves the right to review and approve, in its sole discretion, Reseller's use or intended use of the eis GmbH Trademarks at any time, without limitation. Upon request by eis GmbH or the Satisfyer or Partner trademark owner, Reseller shall be required to submit samples of any manner of display or use of the eis GmbH Trademarks, or of the Products sold under the eis GmbH Trademarks. Reseller's use of the eis GmbH Trademarks shall be in conformance with any guidelines that may be set by the trademark owner and provided by eis GmbH to Reseller, and must be commercially reasonable as to the size, placement, and other manners of use. All goodwill arising from Reseller's use of the eis GmbH Trademarks shall inure solely to the benefit of the owner of the eis GmbH Trademarks.

5. Termination. Either party may terminate this Agreement at any time with written notice. Upon termination of this Agreement, Reseller shall immediately cease selling the Products, representing itself as an authorized reseller of eis GmbH Products, and all use of anything that may give the impression that Reseller is an authorized reseller of eis GmbH Products or has any affiliation whatsoever with eis GmbH.

6. Availability of Injunctive Relief. If there is a breach or threatened breach of paragraphs 1, 2, 3, 4, or 5 of this Agreement, it is agreed and understood that eis GmbH shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief and other equitable remedies; provided, however,

¹ The trademark registrations and applications covered under this Agreement are: SATISFYER MEN (U.S. Ser. No. 87491238); SATISFYER (U.S. Ser. No. 87168624); SATISFYER (U.S. Ser. No. 87168569); SATISFYER (U.S. Ser. No. 79191970); PARTNER (U.S. Ser. No. 87168352); PARTNER (U.S. Ser. No. 87169238); TOY STERILE (U.S. Ser. No. 77889670); SILICONE GLIDE (U.S. Ser. No. 77889635); and WATERGLIDE (U.S. Ser. No. 77889604).

no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement. No failure, refusal, neglect, delay, waiver, forbearance, or omission by eis GmbH to exercise any right(s) herein or to insist upon full compliance by Reseller with Reseller’s obligations herein shall constitute a waiver of any provision or otherwise limit eis GmbH’s right to fully enforce any or all provisions and parts thereof.

7. **Modification.** eis GmbH reserves the right to update, amend, or modify this Agreement upon written notice to Reseller. Unless otherwise provided, such amendments will take effect immediately and Reseller’s continued use, advertising, offering for sale, or sale of the Products, use of the eis GmbH Trademarks, or use of any other information or materials provided by eis GmbH to Reseller under this Agreement will be deemed Reseller’s acceptance of the amendments.

8. **Miscellaneous.** The terms of this Agreement and any dispute arising under them shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio, without regard to its choice of law rules. In the event of a dispute over the terms or performance of this Agreement, Reseller expressly submits to personal jurisdiction and venue in the federal or state courts in Hamilton County, Ohio. If any provision of this Agreement is held contrary to law, the remaining provisions shall remain valid. This Agreement may not be assigned or transferred by Reseller without the prior written consent of eis GmbH.

9. eis GmbH has a unilateral United States Minimum Advertised Price Policy (“MAP Policy”) that applies to all resellers of Satisfyer- and Partner-brand Products located in the United States. This paragraph is intended to inform you of the MAP Policy. It does not constitute consideration for any part of this Agreement between you and eis GmbH, and does not separately constitute an agreement between you and eis GmbH regarding the prices you will charge your customers for the Products. eis GmbH does not seek, nor will it accept, from Reseller any assurance of compliance with the MAP Policy.

Reseller submits for consideration by eis GmbH the above information to become an Authorized Online Drop-ship Reseller offering Products for retail sale online. Reseller represents that the information contained herein is accurate as of the date signed. Reseller authorizes eis GmbH to contact it at the phone number and email address listed above regarding any matter related to the execution of or performance under this Agreement.

The parties have caused this Agreement to be executed in their respective names by their duly authorized representatives.

eis GmbH

Reseller:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____