

eis GmbH Authorized Online Reseller Application and Agreement
(United States only)

Authorized Online 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 RESELLER AGREEMENT

This eis GmbH Authorized Online Reseller Agreement (“**Agreement**”) is by and between eis GmbH and the undersigned Authorized Reseller (“**Reseller,**” “**you,**” or “**your**”). This Agreement shall be effective on the date that eis GmbH executes the Agreement (the “**Effective Date**”). In consideration for authorization to offer eis GmbH products (the “**Products**”) for retail sale online, Reseller agrees to comply with the following terms:

1. Reseller agrees to comply with all terms in the eis GmbH United States Authorized Reseller Purchase Terms and Conditions (the “**Terms**”). The Terms prohibit the sale of the Products online on any website without eis GmbH’s prior written approval. Execution by eis GmbH of this Agreement constitutes eis GmbH’s approval, and the various provisions in the Terms pertaining to such prohibition are deemed amended in order to effectuate such approval. 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 above Application for Website Approval (hereinafter, the “**Website**”). You are prohibited from marketing for sale and/or selling Products on any other website.

2. Your Website must be confined to the specific approved domain name. You may not use any eis GmbH Trademarks (as defined below), 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.

- 2.1 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.
- 2.2 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.*
3. eis GmbH may terminate its approval for you to market and sell Products at your Website, and you must cease all such marketing and sales immediately upon receiving notice of such termination.
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.
5. eis GmbH, as the exclusive licensee of the Satisfyer and Partner trademarks in North America, grants you a non-exclusive, non-transferable, revocable, limited sublicense to use those eis GmbH trademarks, trade names, service marks, logos, and trade dress separately authorized in writing by eis GmbH (collectively for this Agreement, "**eis GmbH Trademarks**")¹ solely for purposes of performing advertising and sales of the Products under this Agreement at your Website; provided, however, the owner of the eis GmbH Trademarks and eis GmbH may review your intended or current use of such eis GmbH Trademarks at any time. Upon request by eis GmbH or the trademark owner, you 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. Your use of eis GmbH Trademarks shall be in conformance with any guidelines that may be set by the trademark owner, and provided by eis GmbH to you, and must be commercially reasonable as to the size, placement, and other manners of use. All goodwill arising from your use of eis GmbH Trademarks shall inure solely to the benefit of the owner of the eis GmbH Trademarks.
6. 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 end users/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.
7. In your sales of Products from your Website, you acknowledge and agree that you are responsible for all fulfillment to your individual customers, any applicable taxes associated with such individuals' purchases of Products, and any returns of Products.
8. In your marketing and descriptions at your Website, all Product images and descriptions must be kept up to date. You must remove outdated Product images and descriptions and must not advertise Products you do not hold in inventory.
9. Unless separately authorized in writing by eis GmbH, you may not ship any Products to customers outside the United States of America or its territories. Accordingly, you will prominently display at your Website a statement similar to the following: "We ship eis GmbH products only to customers within the United States of America and its territories."
10. 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.

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).

11. On termination of your status as an Authorized Reseller, you must immediately cease all marketing and sales of Products at your Website and your authorization to use eis GmbH Trademarks as set forth in paragraph 5 is revoked.

12. You agree to maintain accurate and up-to-date company information with eis GmbH and to promptly notify eis GmbH of any changes to your address, telephone number, email address, or other contact information.

13. If there is a breach or threatened breach of paragraphs 1, 2, 3, 4, 5, 8, 9, 11, or 12 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, 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.

14. 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 following notice of the amendments will be deemed Reseller’s acceptance of the amendments.

15. The terms of this Agreement and any dispute arising under it shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio, without regard to its conflict-of-law principles. 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.

Reseller submits for consideration by eis GmbH the above information to become an Authorized Online 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 Authorized Online Reseller Agreement to be executed in their respective names by their duly authorized representatives.

eis GmbH	Authorized Reseller:	_____
By: _____	By: _____	_____
Name: _____	Name: _____	_____
Title: _____	Title: _____	_____
The Effective Date: _____	Date: _____	_____