

eis GmbH Authorized Reseller Purchase Terms and Conditions

To ensure the safety and satisfaction of consumers who use Satisfyer®- and Partner™-brand products and to protect the integrity of the Satisfyer® and Partner™ brands, eis GmbH has implemented these eis GmbH Authorized Reseller Purchase Terms and Conditions (the “**Terms**”), which apply to all Authorized Resellers of eis GmbH Products (the “**Products**”) in the United States of America and its territories. By purchasing Products from an Authorized eis GmbH Distributor for retail sale, you (hereinafter “**Reseller,**” “**you,**” or “**your**”) agree to adhere to the following terms. Please read these terms carefully.

1. Manner of Sale. Reseller may only sell eis GmbH products as set forth herein. Reseller is authorized to sell Products purchased from an Authorized eis GmbH Distributor. Sales in violation of these terms are strictly prohibited, are considered a material breach of these Terms, and may result in eis GmbH’s immediate revocation of Reseller’s status as an Authorized 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 or transfer 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 these Terms, not Products and may not be sold under any circumstances.

1.5 Reseller shall not market or offer for sale the Products on any website or fulfill Reseller’s sales of Products through any website without the prior written consent of eis GmbH, which is granted solely through execution by eis GmbH of the Authorized Online Reseller Agreement. Execution by eis GmbH of the Authorized Online Reseller Agreement constitutes the only means of providing consent to sell the Products online. No eis GmbH employee or agent may authorize online sales through oral statements, other written agreement, or by any other means. Selling on or through third-party marketplace sites (e.g., eBay, Amazon, Walmart Marketplace, Sears Marketplace), drop-ship accounts (e.g., Rakuten, Newegg, Overstock, Jet), classified sites (e.g., Craigslist, Facebook Marketplace), or social media sites is strictly prohibited without the prior written consent of eis GmbH. **If you are interested in selling eis GmbH Products online, please contact eis GmbH at info@satisfyer.com or info@partnertoy.com to apply.**

2. Reseller’s Obligations

2.1 Product Inspection. Promptly upon receipt of Products, Reseller shall inspect the Products for damage, defect, evidence of tampering, or other non-conformance. If any defect is identified, Reseller must not offer the Product for sale and must report the defect to eis GmbH at info@satisfyer.com or info@partnertoy.com.

2.2 Product Storage and Handling. Reseller agrees to store the Products in accordance with any storage guidelines specified by eis GmbH.

2.3 Alterations Prohibited. Reseller shall sell the Products in their original packaging. Relabeling, repackaging (including the separation of bundled products or the bundling of products), and other alterations are not permitted. Tampering with, defacing, or otherwise altering serial numbers, UPC codes, or other identifying information on Products or packaging is prohibited. Further, Reseller shall not remove, translate, or modify the contents of any label or literature on or accompanying the Product.

2.4 Customer Service. Reseller and Reseller's sales personnel shall familiarize themselves with the special features of all Products kept in inventory and must obtain sufficient product knowledge to advise end-user customers on how to use the Products safely and properly. Reseller must make itself 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 and Reseller's agents 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 the eis GmbH brand.

2.5 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.

2.6 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.

2.7 Consumer Confusion. Reseller shall not advertise, market, display, or demonstrate 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. Intellectual Property. Reseller acknowledges and agrees that eis GmbH is the exclusive licensee of the Satisfyer and Partner brands, names, logos, trademarks, and service marks 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 advertising and selling the Products as set forth herein. This sublicense will cease upon termination of Reseller's status as an Authorized Reseller. 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 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

¹ The trademark registrations and applications therefor covered under these Terms 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).

goodwill arising from Reseller's use of the eis GmbH IP shall inure solely to the benefit of the owner of the eis GmbH Trademarks.

4. Termination. If Reseller violates any of these Terms, eis GmbH reserves the right to terminate Reseller's status as an Authorized Reseller. Upon termination of Reseller's status, 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.

5. Availability of Injunctive Relief. If there is a breach or threatened breach of paragraphs 1, 2, 3, or 4 of these Terms, 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 these Terms 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 these Terms. 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.

6. Modification. eis GmbH reserves the right to update, amend, or modify these Terms at any time. 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 will be deemed Reseller's acceptance of the amendments.

7. Miscellaneous. The Terms and any dispute arising from them 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 under the Terms, Reseller expressly submits to personal jurisdiction and venue in the federal or state courts in Hamilton County, Ohio. If any provision of the Terms is held contrary to law, the remaining provisions shall remain valid.

8. eis GmbH has a unilateral United States Minimum Advertised Price Policy ("**MAP Policy**") that applies to all Authorized Resellers 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 price 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.