

# **eis GmbH United States Minimum Advertised Price Policy**

Effective Date: March 1, 2018

## **1. Introduction**

This eis GmbH United States Minimum Advertised Price (“MAP”) Policy (the “Policy”) has been established by eis GmbH to help ensure the legacy of eis GmbH as a top producer of high-quality products and accessories and to protect the reputation of its name and products. This unilateral Policy applies to advertisements of eis GmbH Products (the “Products”) by authorized distributors, retailers, and resellers in the United States of America (hereinafter, “Resellers”).

## **2. General Guidelines**

The Products covered by this Policy are listed in the attached MAP Schedule, which eis GmbH may, in its sole discretion, modify from time to time. The MAP will be established solely by eis GmbH and communicated to Resellers of eis GmbH Products. If eis GmbH changes the MAP on any Product or amends the list of Products covered by this Policy, eis GmbH will provide at least 30 days’ notice to Resellers before such change takes effect.

This Policy does not constitute an agreement between any Reseller or other party and eis GmbH. Each Reseller must independently choose whether to comply with the terms of this Policy. Eis GmbH neither solicits nor will it accept any assurance of compliance with this Policy from any Reseller or other party. This Policy is not negotiable and will not be altered for any individual Reseller.

It is a violation of this Policy for a Reseller or a Reseller’s customers to advertise any eis GmbH Product(s) at a price lower than the published MAP.

The MAP Policy applies to advertised prices, not the price at which MAP Products are actually sold or offered for sale to an individual in-store, over the telephone, or via other customer-initiated communications. Resellers are free to make their own decisions to advertise and sell any eis GmbH product at any price they choose.

## **3. Covered Advertising**

The MAP Policy applies to all advertisements of MAP Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as Internet sites, social media sites, apps, or any other electronic media.

The MAP Policy does not apply to solely on-premise or in-store advertising that is not distributed to customers.

Website features such as “click for price,” automated “bounce-back” pricing e-mails, pre-formatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer’s shopping cart, and other similar features are considered to be communications initiated by the Reseller (rather than by the customer) and thereby constitute “advertising” under this MAP Policy.

It is not a violation of this MAP Policy to advertise that a customer may “call for price” or “email for price,” or to use similar language, specifically with respect to eis GmbH Products, so long as no price is listed.

This MAP Policy also applies to any activity that eis GmbH determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, including without limitation the use of coupons, in-store rebates, “buy one get one free” promotions, and similar activities.

It is not a violation of this MAP Policy to advertise in general that the Reseller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; so long as the Reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.

From time to time, eis GmbH may modify or suspend the MAP with respect to the certain MAP Products for a specified period of time by providing advance notice to all Resellers of such changes.

From time to time eis GmbH may offer a direct manufacturer’s rebate to customers. In such events, it shall not be a violation of this MAP Policy to advertise the availability of the manufacturer’s rebate, provided that:

- i. the advertisement includes a MAP-compliant price, the rebate amount, and the net price after manufacturer’s rebate in the same type size and style;
- ii. an asterisk is placed next to the net price after manufacturer’s rebate; and
- iii. “\*after manufacturer’s rebate” appears in the same area of the advertisement as the advertised product.

## **5. Policy Enforcement**

eis GmbH, in its sole discretion, reserves the right to discontinue doing business with any Reseller that advertises any Product(s) at a price lower than the MAP.

If a Reseller with multiple store locations violates this MAP Policy at any one store location, or on any associated website, then eis GmbH will consider this to be a violation by the Reseller. eis GmbH may cancel any pending orders, restrict future orders, or suspend a Reseller’s account if eis GmbH determines, in its sole discretion, that the Reseller has violated the provisions of this Policy or that a Reseller intends to violate this Policy.

Resellers are responsible for providing a copy of this MAP Policy to each of their customers who sell Products to the general public. Although eis GmbH is not directing any Reseller to require that its customers comply with this Policy, a violation of this Policy by any such third party will constitute a violation by the Reseller. This provision shall apply equally to Resellers who order from the Reseller’s website, if any.

No eis GmbH employee or agent is authorized to modify, interpret, or grant exceptions to this Policy with any Reseller; nor may any eis GmbH employee or agent solicit or obtain the agreement of any person to abide by the terms of this Policy. Any such modification or agreement is invalid. The MAP Policy will be enforced by eis GmbH in its sole discretion and without notice. Resellers have no right to enforce the MAP Policy. Violations of this Policy may result in any of the aforementioned sanctions up to and including termination of our business relationship. All questions related to this MAP Policy should be directed to: [jerome.bensimon@satisfyer.com](mailto:jerome.bensimon@satisfyer.com).

This Policy may be updated, revised, suspended, terminated, reinstated, or modified at any time by eis GmbH in its sole discretion. eis GmbH shall make any such modifications available to all Resellers.

## **eis GmbH MAP Schedule**

Effective November 1, 2017

<b>Product Name</b>	<b>SKU</b>	<b>MSRP</b>	<b>MAP</b>
Satisfyer Pro 2 Next Generation	4049369008858	\$59.95	\$49.95
Satisfyer Pro Penguin Next Generation	4049369011223	\$59.95	\$49.95
Satisfyer Pro Traveler	4049369015900	\$49.95	\$39.95
Satisfyer Pro Deluxe	4049369011230	\$59.95	\$49.95
Satisfyer 2 Next Generation	4049369008858	\$39.95	\$34.95
Satisfyer 1 Next Generation	4049369011247	\$29.95	\$24.95
Partner	4049369043286	\$34.95	\$29.95
Partner Whale		\$49.95	\$39.95
Partner Plus and Partner Plus Remote	4049369043293	\$59.95	\$49.95
Satisfyer Pro G-Spot Rabbit	4049369015504	\$69.95	\$59.95
Satisfyer Pro Plus Vibration	4049369015511	\$69.95	\$59.95
Satisfyer Pro 4 Couples	4049369015498	\$69.95	\$59.95