

TRIPLE A MARKETING GMBH AUTHORIZED RESELLER TERMS AND CONDITIONS

Effective Date: _____

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, Triple A Marketing GmbH (“Triple A”) has implemented these Triple A Authorized Reseller Purchase Terms and Conditions (the “Terms”), which apply to all Authorized Resellers of Triple A Products (the “Products”) in the United States of America and its territories. By purchasing Products from an Authorized Triple A Distributor for retail sale, you (hereinafter “Reseller,” “you,” or “your”) agree to adhere to the following terms. Triple A may review Reseller’s activities for compliance with the Terms and Reseller agrees to cooperate with any investigation, including, but not limited to, permitting inspection of Reseller’s facilities and records related to the sale of the Products. Please read these terms carefully.

1. Manner of Sale. Reseller may only sell Triple A products as set forth herein. Reseller is authorized to sell Products purchased from an Authorized Triple A Distributor. Sales in violation of these terms are strictly prohibited, are considered a material breach of these Terms, and may result in Triple A’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 Triple A services and benefits, including, unless prohibited by law, coverage under Triple A Product warranties or guarantees.

1.1 Reseller shall sell Products solely to End Users of the Products. An “End User” is a purchaser of the Products who is the ultimate consumer of the Products and who does not intend to resell the Products to any third party. Reseller shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased 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 Triple A. 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 Triple A’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.

2. Online Sales Prohibited Without Prior Consent.

2.1 Reseller shall not advertise or sell Products on or through any website, online marketplace, mobile application, or other online forum without the prior written consent of Triple A. 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 Triple A. The Terms supersede any prior agreement between Triple A and Reseller regarding the sale of the Products on or through websites, mobile applications, and other online forums. Any authorization previously granted to Reseller by Triple A to sell the Products on or through a website, mobile application, or other online forum is hereby revoked.

2.2 If you are interested in selling Triple A Products online, please contact Triple A at info@satisfyer.com or info@partnertoy.com to apply.

3. Reseller's Obligations.

3.1 Sales Practices. Reseller shall conduct its business in a reasonable and ethical manner at all times and shall not engage in any deceptive, misleading or unethical practices or advertising at any time. Reseller shall not make any warranties or representations concerning the Products except as expressly authorized by Triple A. Reseller shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products. Reseller shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Triple A.

3.2 Consumer Confusion. Reseller shall not advertise, market, display, or demonstrate non-Triple A products together with Triple A Products in a manner that would create the impression that the non-Triple A products are made by, endorsed by, or associated with Triple A. 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.

3.3 Product Care, Customer Service and Other Quality Controls.

3.3.1 Reseller shall comply with all instructions provided by Triple A regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Reseller shall store Products in a cool, dry place, away from direct sunlight.

3.3.2 Reseller shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted. Reseller shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Reseller shall not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on Products or their packaging. Reseller shall not alter Products.

3.3.3 Reseller shall not represent or advertise any Product as "new" that has been returned open or repackaged.

3.3.4 Promptly upon receipt of the Products, Reseller shall inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a "Defect"). If any Defect is identified, Reseller must not offer the Product for sale and must promptly report the Defect to Triple A at info@satisfyer.com or info@partnertoys.com.

3.3.5 Reseller shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise customers on the selection and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. 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 promptly.

3.3.6 Reseller shall cooperate with Triple A with respect to any Product tracking systems that may be implemented from time to time.

- 3.3.7 Reseller shall cooperate with Triple A with respect to any Product recall or other consumer safety information dissemination efforts.
- 3.3.8 Reseller shall report to Triple A and assist in investigating any customer complaint or adverse claim regarding the Products of which it becomes aware.
- 3.3.9 Reseller shall cooperate with Triple A in the investigation and resolution of any quality or customer service issues related to Reseller's sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

4. **Intellectual Property.** Reseller acknowledges and agrees that Triple A is the exclusive licensee of the Satisfyer® and Partner™ brands, names, logos, trademarks, and service marks related to the Products (the "Triple A Trademarks")¹ in North America. Reseller shall refrain from questioning or challenging the rights claimed by Triple A in the Triple A 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 Triple A 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. Triple A reserves the right to review and approve, in its sole discretion, Reseller's use or intended use of the Triple A Trademarks at any time, without limitation. Upon request by Triple A or the trademark owner, Reseller shall be required to submit samples of any manner of display or use of the Triple A Trademarks, or of the Products sold under the Triple A Trademarks. Reseller's use of the Triple A Trademarks shall be in conformance with any guidelines that may be set by the trademark owner and provided by Triple A 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 Triple A Trademarks shall inure solely to the benefit of the owner of the Triple A Trademarks.

5. **Termination.** In addition to all other available remedies, if Reseller breaches any of the Terms, Triple A reserves the right to terminate the Terms and Reseller's status as an Authorized Reseller with written or electronic notice. Upon termination of a Reseller's status as an Authorized Reseller, Reseller shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Reseller is an Authorized Reseller of Triple A Products or has any affiliation whatsoever with Triple A; and (iii) using the Triple A Trademarks.

6. **Availability of Injunctive Relief.** If there is a breach or threatened breach of Sections 2, 3, 4, or 5 of these Terms, it is agreed and understood that Triple A shall have no adequate remedy in money or other damages at law. Accordingly, Triple A shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in the 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 the Terms. No failure, refusal, neglect, delay, waiver, forbearance, or omission by Triple A 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 herein or otherwise limit Triple A's right to fully enforce any or all provisions and parts thereof.

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).

7. **Modification.** Triple A 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 Triple A Trademarks, or use of any other information or materials provided by Triple A will be deemed Reseller's acceptance of the amendments.

8. **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.

9. **MAP Policy.** Triple A 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 Triple A, and does not separately constitute an agreement between you and Triple A regarding the price you will charge your customers for the Products. Triple A does not seek, nor will it accept, from Reseller any assurance of compliance with the MAP Policy.

10. **Confidentiality.** These Terms constitute confidential, proprietary information of Triple A and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without the prior written consent of Triple A.