

EIS INC. INTERNET ADVERTISED PRICE POLICY FOR THE UNITED STATES OF AMERICA

Effective Date: 02/02/2023

1. Purpose

There are certain advertising practices that undermine the reputation, brands, goodwill, and premium image of EIS Inc. (“EIS”) products with our target consumer retail population and discourage our sellers from investing in our products and providing the best possible service and support to customers. To protect the integrity of our brands, we are implementing this unilateral United States of America Internet Advertised Price Policy (“Policy”), which applies to all authorized sellers (“Sellers”) of our products advertising to end user consumers in the United States via the internet or mobile applications. This Policy is effective **02/02/2023** and supersedes all of our prior policies or representations regarding advertised prices or resale prices for the Covered Products (as defined below) applicable to Sellers.

2. Covered Products

This Policy applies to advertisements of our products listed on the EIS Inc. AP Schedule (“Covered Products”), the current version of which is attached. The AP Schedule will be made available to all Sellers and may be changed by us at any time in our discretion. Sellers are responsible for reviewing the current AP Schedule, but we will work to promptly notify Sellers when updates are made to it.

3. The Advertised Price

The “advertised price” (“AP”) is the price range at which the Covered Product may be advertised on the internet. **While Sellers remain free to advertise and sell all of our products (including the Covered Products) at any price, it is a violation of this Policy for any Seller to advertise the Products at a net price that is less than the MinAP or at a list price that is more than the MaxAP established by EIS.**

4. Advertising and Advertisements

For purposes of this Policy, the terms “advertising” and “advertisement” include all promotional or pricing information of Covered Products displayed through the internet or a mobile application, including, but not limited to, online newspapers, online catalogs, online magazines, online brochures, websites, blogs, social media, affiliate marketing networks/comparison shopping engines, reseller-initiated text messages or emails to customers or prospective customers, mobile/smart phone applications, banner ads, online product ads, paid search ads, pay-per-click ads, display ads, mobile ads, product listing ads, sponsored links, ads in any other media in a digital format that is communicated or conveyed via the Internet, and any other marketing or promotional materials displayed online.

The terms “advertise” and “advertisement” do not include:

- Signage displayed within a brick-and-mortar selling location; and
- Information displayed at the Final Online Checkout Stage (which is when the Covered Product is put into a shopping cart that contains the customer’s name, shipping address, email address, and payment information of a transaction). Please note that pricing information in the “shopping cart” or the Final Online Checkout Stage must be obscured technically so that it is not retrievable by shopping and pricing engines and not displayed on search page results within the Seller’s own website.

5. Policy Violations and Permissible Promotions

Advertisements that violate this Policy include, but are not limited to:

- A. Displaying the advertised price of the Covered Product below the MinAP or above the MaxAP;
- B. Offering coupons, discounts, rebates, or other inducements that, when applied, result in an advertised price lower than the MinAP, including through use of a category-wide sale, website-wide sale, promotional code, or other similar provision that can be applied to the Covered Products;
- C. Bundling Covered Products with other products or services (whether made by or provided by EIS or another entity) in a manner that implies below MinAP or above MaxAP pricing for the bundled Covered Product(s);

- D. Strikeouts or strikethroughs of advertised pricing information, “see price in cart,” or other statements that suggest a lower price for a Covered Product may be found at the Final Online Checkout Stage;
- E. Permitting any third-party to alter the advertised price for any Covered Product; and
- F. Direct or indirect attempts to circumvent this Policy.

It is not a violation to advertise the following, notwithstanding the prior prohibitions in Section 5:

- G. Customer-Initiated Solicitations for Price: That a customer may “call for price,” “text for price,” or “email for price,” as long as no price is listed and no automated call, text message, or “bounce-back” email is used in response.
- H. Free/Reduced Price Shipping: A free or reduced-price shipping advertisement as long as such offer applies to all or almost all other products offered by the Seller in the same product category.

6. This Policy Is Not an Agreement and Is Non-Negotiable

This Policy is not an agreement between EIS and any other entity. We do not seek and will not accept any promise of compliance with this Policy from any Seller or other party, and each Seller must independently choose whether to comply with this Policy. **This Policy is not negotiable and will not be altered for any individual Seller.**

7. AP Holidays

We may announce AP holidays or promotions that are applicable to all Sellers, during which periods a Seller that advertises a Covered Product in compliance with the terms of the AP holiday will not be considered to have violated this Policy.

8. Noncompliance

We will take the following actions against any Seller that does not comply with this Policy:

- First Violation:** Written warning.
- Second Violation:** Written warning and a 90 day shipping hold. This means that we will revoke our acceptance of any pending orders, cancel any pending shipments to you, and not accept any new orders from you during this 90 day period.
- Third Violation:** Termination of business relationship and revocation of “authorized” status. We will revoke our acceptance of any pending orders and cancel any pending shipments to you. You will no longer be an “authorized” Seller of our products.

We will enforce this Policy in our sole discretion and without notice. Sellers have no right to enforce this Policy.

9. Policy Administration

We may update, revise, suspend, or otherwise modify this Policy at any time in our discretion, and any modifications will be made available to all Sellers.

Please note that our employees or agents cannot modify, interpret, or grant any exceptions to this Policy; cannot solicit or obtain the agreement of any person or entity to comply with this Policy; and cannot otherwise discuss any aspect of this Policy with any Seller, including any Seller’s compliance with the terms.

Any questions about this Policy should be sent in writing to our AP Policy Administrator at ussales@satisfyer.com. We will not accept any other form of communication from Sellers regarding this Policy.

EIS INC. AP SCHEDULE

Dated: 02/02/2023

Covered Product	MinAP	MaxAP	EAN
Pro 2 Blue	\$39.95	\$39.95	4061504009889
Pro 2 Violet	\$39.95	\$39.95	4061504009872
Pro 2	\$39.95	\$39.95	4049369015030
Penguin	\$39.95	\$39.95	4049369015108
Pro 2 Generation 3 with Liquid Air wine red	\$49.95	\$49.95	4061504051871
Pro 2 Generation 3 with Liquid Air dark grey	\$49.95	\$49.95	4061504051888
Pro 2 Generation 3 with Liquid Air lilac	\$49.95	\$49.95	4061504051895
Pro 2 Generation 3 with Liquid Air Technology, Vibration and Bluetooth/App wine red	\$59.95	\$59.95	4061504051840
Pro 2 Generation 3 with Liquid Air Technology, Vibration and Bluetooth/App dark grey	\$59.95	\$59.95	4061504051857
Pro 2 Generation 3 with Liquid Air Technology, Vibration and Bluetooth/App lilac	\$59.95	\$59.95	4061504051864

Printed Name: _____

Signature: _____

Date: _____