

# The Greeting Pen Company<sup>®</sup> - Wholesale Data Sheet

After completing this form, please fax it to us at 615-790-1530.

Upon approval, we will set up your account promptly and notify you by email.

Payment terms are Net Due when shipped – orders will be billed to your credit card.

Please feel free to call us (866-478-7367) if we can be of any help.

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Secondary Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Addresses of Contacts: \_\_\_\_\_

Number of store location(s): \_\_\_\_\_ Website Address(es): \_\_\_\_\_

Credit Card Type (*choose one*):  VISA  MC  AMEX

Credit Card Number: \_\_\_\_\_ 3 digit security code on back: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Credit Card Billing Name: \_\_\_\_\_

Credit Card Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tax ID# \_\_\_\_\_

Brief Description of Store(s) and/or website(s): \_\_\_\_\_

Do you sell personalized products? If so what kind? \_\_\_\_\_

Any additional/special information regarding account: \_\_\_\_\_

My signature on page 2 documents my agreement to post Greeting Pen Company<sup>®</sup> products and images only on the website(s) listed below, which are owned or controlled by Wholesale Distributor (please attach additional page if more space is needed).

Wholesale Distributor agrees not to sell or distribute to any party who may attempt to sell or distribute the products or images on any website not listed above without prior, written authorization by the Greeting Pen Company<sup>®</sup>. The Greeting Pen Company<sup>®</sup> shall notify Wholesale Distributor of its approval or rejection within 10 days of receipt. Upon approval, The Greeting Pen Company<sup>®</sup> hereby grants Wholesale Distributor the non-exclusive right to market and distribute on the Websites the Products provided to Wholesale Distributor during

the term of and under the conditions specified in this Agreement, and Wholesale Distributor hereby accepts such grant. The rights granted to Wholesale Distributor herein are non-transferable in whole or in part.

**Payment.** Wholesale Distributor shall pay the total wholesale price and shipping fee for each order of Products at the time of shipment of each order. In the event any Products are returned to Wholesale Distributor in accordance with Wholesale Distributor's returned merchandise policies, any payments already made by Wholesale Distributor to The Greeting Pen Company® will be credited against the next payment. These payments are exclusive of taxes, shipping, and insurance incurred in providing the products to Wholesale Distributor, and Wholesale Distributor must pay or provide for payment of all taxes, shipping, and insurance actually incurred by The Greeting Pen Company® in shipping the Products to Customer.

**Intellectual Property Rights: Ownership by The Greeting Pen Company®.** Wholesale Distributor recognizes the exclusive ownership and right of The Greeting Pen Company® in and to all trademarks, trade names and patents owned or claimed by The Greeting Pen Company® in connection with any and all Products distributed by Wholesale Distributor, acknowledges the Greeting Pen Company's exclusive right to file for protection of such intellectual property and will do nothing at any time, during or after the term of this Agreement, which could adversely affect their validity or enforceability. Wholesale Distributor further agrees not to make any application for any trademarks or patents on any of the Products or other products similar thereto or to make or cause to be made any pens that infringe on the intellectual property rights of The Greeting Pen Company® with respect to the Products. If, during the term of this Agreement, any such ownership or rights should become vested in Wholesale Distributor by operation of law or otherwise, Wholesale Distributor agrees that it will, on The Greeting Pen Company's request, or on termination of this Agreement, forthwith assign any and all such rights to The Greeting Pen Company®. Promptly following termination of this Agreement for any reason, Wholesale Distributor agrees to discontinue use of The Greeting Pen Company® name, trademarks and service marks, and to remove, or dispose of, as The Greeting Pen Company® shall direct, any signs or other indicia relating The Greeting Pen Company® to the sale of the Products or containing any use of The Greeting Pen Company's name, trademarks or service marks, including but not limited to any reference to The Greeting Pen Company's name, trademarks and service marks on the Websites. Following termination of this Agreement, Wholesale Distributor shall not be permitted to use The Greeting Pen Company® name or any of The Greeting Pen Company's trademarks or service marks in connection with any product. All use of The Greeting Pen Company's trade name or The Greeting Pen Company's trademarks or service marks by Wholesale Distributor in connection with the selling of the Products or the operation of its business under this Agreement shall be subject to The Greeting Pen Company's control and shall inure to the benefit of The Greeting Pen Company®. The Greeting Pen Company® pens are protected by multiple patents: US D485,575 S; US D497,642 S; US D507,019 S; and US D518,102 S. The Greeting Pen Company® protects all its trademarks: The Greeting Pen Company®; Greeting Pen®; Friend Pen®; Braggin' Rights®; Party Pens®; Click Me®; Baby Pen®; Wedding Pen™; Quinceañera Pen®; Mitzvah Pen®. These trademarks can be used only in reference to products supplied by The Greeting Pen Company®.

**Term.** This Agreement will be effective on the date upon which this Agreement is executed by the last party to sign. The term shall continue indefinitely or until a party notifies the other in writing of its intention to terminate this Agreement at least thirty (30) days prior to the intended termination date. Further, Wholesale Distributor hereby waives any claim against The Greeting Pen Company® for loss or damage of any kind (including, without limitation, damages or other compensation for unjust enrichment, loss of prospective profits, reimbursement for expenditures or investments made or commitments entered into or goodwill) due to the timely termination of this Agreement.

**Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, successors-in-title, legal representatives and lawful assigns. No party shall have the right to assign this Agreement, or any interest under this Agreement, without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, as of the date first written above.

Signature Shows Agreement By Wholesale Distributor Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature Shows Agreement By RIGHT THOUGHT PENS, INC. (The Greeting Pen Company®)

By: \_\_\_\_\_ Name: H. Eugene Lovell, President Date: \_\_\_\_\_

If you have any questions, please call (866-478-7367), email ([sales@greetingpen.com](mailto:sales@greetingpen.com)), or fax (615-790-1530).