

**Amy O'Bannon d/b/a At Ease, At Ease Full Spectrum CBD or At Ease Organics**

**Wholesale Terms and Conditions**

This Wholesale Agreement is entered into by and between Amy O'Bannon d/b/a At Ease or At Ease Organics located at 900 East Hubbard Street, Mineral Wells, Texas 76067, herein as the "Company", and \_\_\_\_\_ the "Wholesaler", located at \_\_\_\_\_ and is effective the date the Wholesaler signs this Agreement or the date the Wholesaler pays for products from Amy O'Bannon d/b/a At Ease or At Ease Organics or At Ease Full Spectrum CBD at wholesale price. The Company and the Wholesaler are collectively referred to herein as the "Parties".

As a condition for the Wholesaler receiving wholesale price and in consideration of the Wholesaler's relationship with Company, the Wholesaler agrees to the following:

**PRICING**

All items are priced according the attached pricing sheet and said pricing sheet is subject to amendment. Price changes are effective upon receipt by the Wholesaler. The contract is for store to store purchases and does not include "downline". The Company shall offer a discount of:

30% for 6-29 items purchased in a single purchase

40% for 30-74 or more items purchased in a single purchase

50% for 75 or more items purchased in a single purchase

**PAYMENT**

Payment is due upon receipt of the items or prior to the time the items are shipped. The Wholesaler is responsible for all shipping costs.

**REQUIRED DISCLAIMER**

Wholesaler agrees to include the following disclaimer on all packaging, advertising, or any other written communication or statement concerning the products the subject of this contract:

*FDA Disclaimer: This product should be used only as directed on the label. It should not be used if you are pregnant or nursing. Consult with your physician before use if you have a serious medical condition or use prescription medications. A Doctor's advice should be sought before using this and any supplemental dietary products. These statements have not been evaluated by the FDA. This product is not intended to diagnose, treat cure or prevent any disease. Individual results will vary.*

Wholesaler agrees that all advertising or marketing must be approved by the Company. Wholesaler must never use any negative reference or connotation with regards to the product including, but not limited to Marijuana, Pot, or Weed.

## **NON DISCLOSURE**

It is understood and agreed to that the below identified disclosure of confidential information may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that

The Confidential information to be disclosed can be described as and includes:

1. Invention description(s), technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated ingredients, products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of disclosure.

2. The Wholesaler agrees not to disclose the confidential information obtained from the disclosure to anyone unless required to do so by law.

3. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

4. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

## **TERMINATION**

The Parties may terminate this agreement upon written notice to each other for any reason or for no reason. In the event of termination, Wholesaler is still responsible for paying orders already placed.

## **ARBITRATION**

The Parties agree that any dispute, controversy, or claim arising out of or related to this Agreement or any breach of this Agreement shall be submitted to and decided by binding arbitration in Palo Pinto County of Mineral Wells, Texas. Arbitration shall be administered under the laws in accordance with the American Arbitration Association. Discovery in any arbitration proceeding shall be conducted according to the American Arbitration Rules. Any arbitral award determination shall be final and binding upon the Parties.

## **INDEMNITY**

Wholesaler will hold harmless and indemnify the Company against any and all claims and actions arising out of the Wholesaler’s business activities, including, without limitation, expenses, judgements, fines, settlements and other amounts incurred in connection with any liability, suit, action, loss, or damage. Where prohibited by law, the above indemnification does not include indemnification

of the Company against a claim caused by the negligence or fault of the Company, its agents or employees, or any third party under the control or supervision of the Company.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date below.

**Wholesaler**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Website: \_\_\_\_\_

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

Amy O'Bannon d/b/a At Ease or At Ease Organics or At Ease Full Spectrum CBD

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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