



Wholesale Buyer Agreement

Pete and Pedro (“COMPANY”) and _____ (“WHOLESALER”) are entering into a wholesale agreement on this _____ day of _____, year _____.

1. RETAIL SALES

WHOLESALER agrees to only sell Pete and Pedro products (defined by the Wholesale Buyer Price List; “PRODUCTS”) in the approved retail outlet (indicated in the Wholesaler Application). If online sales occur, removal of the Pete and Pedro items will be immediate or legal action will be taken by COMPANY.

2. WHOLESALE RESALE

WHOLESALER is prohibited from selling to another wholesaler in bulk. If a breach of this previous sentence occurs, the COMPANY has the right to immediately terminate this agreement and not sell to WHOLESALER.

3. PURCHASE OF PRODUCTS & SHIPPING

WHOLESALER agrees to an initial order of at least 24-units. WHOLESALER agrees to re-orders of at least 24-units. WHOLESALER agrees to pay for the shipping of each wholesale order. Shipments will not be mailed until all payments have cleared.

4. MARKETING

WHOLESALER has the discretion to market the products it sees fit. WHOLESALER is not permitted to use Aaron Marino’s likeness or image.

5. INDEMNIFICATION

WHOLESALER agrees to indemnify and hold COMPANY harmless from any costs, claims, damages, losses, liabilities or expenses (including reasonable attorney's fees) asserted by any third party resulting from WHOLESALER use or resale of the PRODUCTS.

COMPANY shall have no liability to the WHOLESALER under any provisions if any patent, trademark or copyright infringement or claim thereof is based upon the use of PRODUCTS delivered hereunder in connection or in combination other products not delivered by COMPANY or use of any such PRODUCTS in a manner for which the same was not designed.

COMPANY: Pete and Pedro

By: _____

Title: _____

Date: _____

WHOLESALER

By: _____

Title: _____

Date: _____