

Wholesaler Agreement

This Wholesaler Agreement (the “Agreement”) is made between NFJ Productions (the “Company”), and the Wholesaler, and collectively, the “Parties”) for participation in The Company’s Wholesaler program under the Neely Fuller, Jr. Referral Partner Program. In order to participate in Company’s Wholesaler program, Wholesaler must submit an application and upon approval of Wholesaler’s application by Company, Wholesaler must agree to adhere to the following terms and conditions:

1. Relationship of Parties. This Agreement shall not be construed to create any employment relationship, joint venture, agency relationship, or partnership between Company and Wholesaler. Wholesaler is permitted to purchase products from Company for a discounted price as outlined below. Wholesaler shall have no authority to bind Company into any agreement, nor shall Wholesaler be considered to be an agent of Company in any respect.

2. Wholesale Discount Pricing.

Wholesaler may purchase 4 or more cartons of books (16 books per carton) at 50% off the retail price + applicable sales tax.

3. Wholesaler’s Responsibilities.

Wholesaler is solely responsible for the development, maintenance and operation of the Wholesaler’s sales process after purchase.

4. Wholesaler’s Representations and Warranties.

Wholesaler represents and warrants the following:

- a. Wholesaler has the legal authority to enter into this Agreement and to be bound to the promises, covenants, and other duties set forth in this Agreement.
- b. Wholesaler’s is compliant with all federal, state, and local laws.
- c. Wholesaler’s website or storefront where Company’s products will be sold, does not contain any materials that are:
 - i. Sexually explicit, obscene, or pornographic;
 - ii. Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
 - iii. Graphically violent, including any violent video game images; or
 - iv. Solicitous of any unlawful behavior

5. Indemnification. Wholesaler shall indemnify Company and hold Company harmless from any claim, damage, lawsuit, action, complaint, or other costs arising out of any breach of Wholesaler's warranties set forth in Section 4 above. Wholesaler shall also indemnify and hold Company harmless for any damage, loss or other cost arising out of the use or misuse by Wholesaler of Company's products.

6. Confidentiality. Any information that Wholesaler is exposed to by virtue of its relationship with Company under this Agreement, which information is not available to the general public, shall be considered to be "Confidential Company Information." Wholesaler may not disclose any Confidential Company Information to any person or entity, except where compelled by law, unless Wholesaler obtains prior written consent for such disclosure from Company.

7. Term.

a. This Agreement shall take effect upon the effective date, and shall remain in full force until terminated pursuant to the following paragraph (b).

b. Either Party shall have the right to terminate this Agreement at any time and for any reason. The terminating Party must give written notice to the other Party at least 30 days prior to the intended date of termination. The date of this notice will be considered the "Cancellation Date."

8. Company's right to terminate. Company reserves the right to terminate this Agreement and to change the pricing schedule set forth in Section 2 of this Agreement, with or without cause. Wholesaler's failure to comply with the terms of this Agreement for any reason may result in immediate cancellation of this Agreement by Company.

9. Limitation of Liability. Company shall not be liable for any loss of profits or costs, or for any direct, indirect, special, incidental or consequential damages, including costs associated with the procurement of substitute goods or services (whether Company was or should have been aware or advised of the possibility of such damage), arising out of or associated with any loss, suspension or interruption of service, termination of this Agreement, or other performance of services under this Agreement.

10. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect and be binding upon the parties, their heirs, personal representatives, executors, and assigns. If any court of competent jurisdiction deems any provision of this Agreement invalid or unenforceable, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

11. **Headings.** The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between Company and Wholesaler, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

13. **Construction of Agreement.** Company and/or its counsel prepared this Agreement. It is expressly understood and agreed that this Agreement shall not be construed against Company merely because its Counsel prepared it; rather, each provision shall be construed in a manner that is fair to both parties.

14. **Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, on the day of mailing if sent via electronic mail, or on the day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

Company: NFJ Productions
c/o Nakia Gray, Esq.
Gray Legal, P.C.
9701 Apollo Drive, Suite 100
Largo, MD 20774

Email: **nakia@graylegalpc.com**

Wholesaler's address provided on the application form completed at the time of enrollment in the Wholesaler Program.

Either party may change its address for purposes of this paragraph by giving the other party written notice of the new address.

15. **Governing Law.** This Agreement shall be construed and interpreted under the laws of the **State of Maryland** without reference to its conflict of laws principles. The exclusive venue for any court proceeding based on or arising out of this agreement shall be the **Maryland** Courts.

16. **Attorney's Fees.** In the event that either party is forced to bring any legal action or arbitration proceeding because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys'

fees and court costs incurred in pursuit of the legal action, in addition to any other relief to which they may be entitled.

17. Authority. Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

By:
NFJ Productions

_____ Date: _____

By:

_____ Date: _____
Wholesaler