

THE THYMES, LLC WHOLESALE TERMS OF SALE

Approval Process & First Order

All orders are subject to corporate approval by The Thymes, LLC, a Delaware limited liability company ("Thymes").

Opening Order Requirements

- Thymes Bath & Body Accounts:
 - \$500 in any combination, across all fragrances
- Thymes Home Fragrance Accounts:
 - \$350 in any combination, across all fragrances

New accounts are shipped prepaid on a credit card or by check, including 8% freight (U.S.) or 11% freight (CAN).

Thymes reserves the right to approve or reject an account in its sole discretion for any or no reason. Thymes reserves the right to refuse any order for any or no reason.

Changes to dated orders must be made at least five (5) business days prior to requested ship date; provided, that any costs or expenses reasonably incurred by Thymes in connection with processing a changed order (including restocking fees, labor, etc.) shall be paid by you upon demand by Thymes.

Reordering

No minimum reorder, provided, however, that if you do not make and pay a minimum of \$1,500 in orders each year (the "minimum annual activity"), your next order must be for an amount equal to or greater than \$2,500. Accounts that do not meet the aforementioned \$1,500 minimum annual activity will revert to inactive status; terms will change to credit card and will be subject to opening requirements and re-approval (including, without limitation, the above-mentioned \$2,500 minimum order requirement).

Sales Tax Exemption Certificate

A Sales Tax Exemption Certificate is required at the time you submit an order. Opening orders will not be processed until this form is received. If you are unable to provide an Exemption Certificate, we may charge sales tax on your Thymes orders (applicable to U.S. accounts only).

Authorized Reseller Status

These The Thymes, LLC Wholesale Terms of Sale apply to Authorized Retailers of Thymes products ("Products") in the United States of America. By purchasing Products from Thymes for retail sale, you ("Retailer," "you," or "your") agree to adhere to the following terms. Until your status as an Authorized Retailer is revoked by Thymes, you will be an "Authorized Retailer" hereunder. You shall sell the Products only as set forth herein. Otherwise, the Products may not be eligible for certain services and benefits, including, wherever permitted by law, coverage under any applicable Thymes' Product warranties or guarantees. Thymes reserves the right to audit and/or monitor your activities for compliance with these Terms of Sale, including, but not limited to, inspection of your facilities and records concerning the Products.

Authorized Customers

You shall sell Products solely to End Users (as defined below) of the Products. An "End User" is any purchaser of the Product(s) who is the ultimate consumer of the Product and who does not intend to resell the Product to a third party. You shall not sell to anyone a quantity of the Products greater than that generally purchased by an individual for personal use. You shall not sell or transfer any of the Products to any person for resale without the prior written consent of Thymes. This includes sales to B2B accounts, wholesalers, freight forwarders/drop shippers for other retailers, or any other person or entity you knows or have reason to know intends to resell the Products.

Locations

You shall not sell, ship or invoice Products to customers outside of the United States of America without the prior written consent of Thymes. Further, Thymes products ("Products") can only be sold in stores approved in advance by the local Thymes Representative and Thymes corporate office. If you maintain multiple store locations, each location is subject to approval by Thymes corporate office prior to the sale of any Products from that location. Online sales are discussed below.

Prices and MAP Policy

Prices are subject to change without notice. Thymes has a unilateral United States Minimum Advertised Price Policy ("MAP Policy") that applies to all authorized retailers of Thymes Products located in the United States of America. This section is intended to inform you of the existence of Thymes' MAP Policy. It does not constitute consideration for this agreement between you and Thymes, and does not separately constitute an agreement between you and Thymes regarding the price you will charge your customers for the Products. Thymes does not seek, nor will it accept, from Retailer any assurance of compliance with the MAP Policy. A copy of the MAP Policy may be obtained by contacting MAP@curiobrands.com.

Fragrance and Territory Restrictions

Thymes does not allow fragrance restrictions per category within approved locations. Approved locations may carry any assortment of fragrances appropriate to their store — subject to account classification (per new account terms and opening order minimums).

Shipping

All orders are shipped F.O.B. from our warehouse by commercial carrier unless otherwise specified. Shipping costs vary outside the Continental U.S. You will be responsible for paying all shipping and freight costs relating to your orders. Without limiting the generality of the foregoing, each order shipped in the U.S. shall be subject to a 8% freight charge, and each order shipped to Canada will be subject to an 11% freight charge. The charges shall be fully payable by you and will be added to the total amount of the order invoice (as applicable for each country). You will bear all risk of loss or damage to any shipped product as of and after the time such product is delivered to the shipping company.

Product Care and Quality Controls

Product Storage and Handling. You shall exercise due care in storing and handling the Products, store the Products in a cool, dry place, away from direct sunlight, extreme heat, and dampness. For Thymes' candles, you shall store candles in an upright position and maintain storage temperatures between 65 – 75 degrees Fahrenheit. You shall adhere to any additional storage, shipping, disposal, handling and other Product guidelines specified by Thymes from time to time, including instructions provided on Product labels or set forth in Safety Data Sheets (a.k.a. SDSs). Safety Data Sheets are available on the Thymes website at www.thymes.com.

Product Inspection. Within seven (7) days of receipt of the Products, you shall inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering or other nonconformance (collectively, "Defects"). If any Defect is identified, you must not offer the Product for sale, and must promptly report the Defect to Thymes at quality@curiobrands.com and cooperate with Thymes with respect to the disposition of any such Product with a Defect. See the section titled "Returns and Claims" for information on how to return damaged, defective, nonconforming, or misshaped goods.

Recall and Consumer Safety. To ensure the safety and well-being of the end users of the Products, you shall cooperate with Thymes with respect to any Product recall or other consumer safety information dissemination effort. Should you learn of any incident that could reflect or indicate a safety concern associated with any Product, you shall promptly report the incident or other information learned to Thymes at quality@curiobrands.com.

Returns & Claims

No returns will be accepted, other than in the case of damage, nonconformance, defects, or misshipment, or pursuant to Thymes' prior authorization (which may be withheld or denied by Thymes for any or no reason); provided, that in the case of damage or misshipment, returns shall be permitted if, and only if, reported to Thymes Customer Service within seven (7) days of receipt of the applicable order. All Products eligible to be returned in exchange for a refund must be received by Thymes within thirty (30) days after the expiration of the above-mentioned seven (7) day period or else Thymes will not be required to accept the return or refund any amounts. Shipping costs as well as a 20% restocking charge shall be billed to you for each refused or returned order, regardless of the reason for the return. If reshipment is requested, shipping costs and restocking charges will be assessed and billed to you on the invoice. Any account that refuses an order a second time will be placed on prepay or credit card terms, and may be terminated as an authorized reseller of Thymes' Products.

Display & Sale of Thymes Products; Representations & Warranties

- You agree to at all times present and display Products in a clean, attractive and appealing manner, and display such Products separately from other similar non-Thymes products, all in accordance with Thymes' requirements (as may be changed by Thymes from time to time).
- You must actively market and sell Products and remain current on all payments due and payable to Thymes.
- **Sales Practices and Inventory.** You shall conduct your business in a reasonable and ethical manner at all times, whether engaged in the sale of Thymes Products or other products, and shall not engage in any deceptive, misleading or unethical practices or advertising at any time, nor make any warranties or representations concerning the Products except as expressed or authorized by Thymes. You shall comply with all laws, rules, regulations, and policies (a) related to the operation of your business and (b) related to the marketing and sale of the Products. Further, you shall carry an inventory of the Products adequate to meet the needs of, and to furnish prompt and efficient delivery of Products to, your customers. You agree not to represent or advertise any product as "new" that has been returned or repackaged.
- **Product Packaging and Display.** You shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled products or the bundling of products), and other alterations to Products or their packaging are not permitted. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, or other identifying information on Products or their packaging is prohibited. You may not remove, translate, or modify the contents of any label or literature on or accompanying the Products. You shall not advertise, market, display, or demonstrate non-Thymes products together with the Products in a manner that would create the impression that the non-Thymes products are made by, endorsed by, or associated with Thymes. You shall cooperate with Thymes with respect to any Product tracking systems that may be implemented from time to time.
- **Customer Service.** You and your sales personnel shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise End Users on the selection and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. You shall be available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly. You and your agents must represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Thymes. You agree to cooperate fully with Thymes in any investigation and resolution of any quality or customer service issues related to your sale of Products, including disclosing information regarding Product sources, shipment, and handling.

Ownership

Any and all intellectual property rights and goodwill associated with or related to Thymes, the Thymes brand, names, logos, trademarks,

service marks, trade dress, copyrights, and other intellectual property related to the Products or business (the "Thymes IP") shall remain the exclusive property of Thymes (or Thymes' licensors as applicable), and neither you nor any affiliate shall at any time question or dispute the ownership thereof by Thymes or its licensors. You and any affiliates agree that it/they will not file or acquire a trademark application to register any of Thymes' names, logos or proprietary marks (referred to herein generally as "trademarks") or any trademarks confusingly similar thereto or acquire a registration for Thymes' trademarks or any trademarks confusingly similar thereto for any items or services. You are granted a limited, non-exclusive, non-transferable, revocable license to use the Thymes IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease immediately upon termination of your status as an authorized reseller. Thymes reserves the right to review and approve, in its sole discretion, your use or intended use of the Thymes IP at any time, without limitation. All goodwill arising from your use of the Thymes IP shall inure solely to the benefit of Thymes. Your use of the Thymes IP shall be in accordance with any brand guidelines that may be provided by Thymes from time to time, and must be commercially reasonable as to the size, placement, and other manners of use. You shall not create, register, or use any domain name or any mobile application that contains any Thymes product name or any trademark owned by Thymes, nor a misspelling or confusingly similar variation of any Thymes product name or any trademark owned by or licensed to Thymes.

Invoice Requests

We are going green! We will send all invoices via email. To request a replacement copy of an invoice, please call Thymes at 1-800-366-4071.

Payment Terms

All orders must be prepaid by either credit card or certified check, other than as specifically permitted in this Section or agreed to in writing by Thymes. In order to receive Net 30 terms, the customer must submit a Thymes credit application. Thymes reserves the right to refuse to grant credit for any reason not prohibited by law. To retain Net 30 terms, you must remain in good standing with Thymes, which shall include without limitation, promptly paying for all product orders. Accounts with balances over 30 days will be placed on credit hold and new shipments will be suspended. All new account orders shall be prepaid by you on a credit card or by certified check.

Credit Card Policy

Thymes charges a 2.5% fee for all credit card payments not processed by the time of shipment. To avoid this fee, customers may pay with a credit card at the time of purchase, mail a check when the invoice is due, or pay via ACH or wire transfer. We will email banking information to any customer who wishes to electronically transfer funds. Please note: this policy only affects customers with Net 30 terms who pay by credit card.

Returned Checks

Any checks returned will incur a fee of the lesser of \$25 or the maximum amount permitted by law. If a check is returned, it will be redeposited. If a redeposited check is returned unpaid, the account will be placed with a third party collection agency. Any account with a second check returned will be placed on prepaid status. Thymes will not ship any new orders to you unless all NSF-related fees, returned check fees, or any related costs and penalties have been paid in full by you.

Collections

If Thymes places a delinquent account with a third party collection agency or attorney, the account will be assessed costs of collection, including attorney's fees and expenses. Such costs of collection, and related fees and expenses, must be paid in full to Thymes before any shipping can resume.

Online Sales

- You are permitted to market for sale or sell the Products on the Internet through Permissible Websites only if you also operate a physical, brick and mortar location. A "Permissible Website" is a website that (i) is operated by you in your business's legal name or registered fictitious name; (ii) conspicuously states your full legal name or registered

fictitious name, mailing address, telephone number, and email address; (iii) does not give the appearance that it is operated by Thymes or any third party; and (iv) does not include in its domain name (including any top-level domain or subdomain) any Thymes trademark or product name nor a misspelling or confusingly similar variation of any Thymes trademark or product name. Thymes reserves the right to terminate, at any time and in its sole discretion, its approval for you to market and sell Products on the Permissible Websites, and you must cease all such marketing and sales on the Permissible Websites immediately upon notice of such termination. Other than sales on Permissible Websites, you shall not market or offer for sale the Products on or through any publicly accessible website, mobile application, or other online/digital sales platform including, without limitation, any third-party marketplace website such as Amazon, eBay, Jet, Rakuten, Walmart Marketplace, or Sears Marketplace without the prior written consent of Thymes. Execution by Thymes of the Authorized Online Seller Agreement constitutes the only means of providing consent to sell the Products online on other publicly accessible websites. No Thymes employee or agent can authorize such online sales through oral statements, other written agreement, or by any other means. The Terms supersede any prior agreement between Thymes and you regarding the sale of the Products online.

- The items sold online must simultaneously be on display and for sale in your physical store. Additionally, you may not advertise Products not carried in inventory.
- The web environment you create should have a strong connection to your retail store, utilize the same branding and include the address and contact information for your physical store.
- It should be listed on your Permissible Website that you are an "Approved Thymes Retailer."
- The use of proprietary Thymes information such as product dimensions and materials, digital imagery, and video to market Thymes to your customers is encouraged and available for download at <http://thymesresources.com/ARSin1f>. Any content not provided through the www.thymesresources.com website must be requested via Thymes and each such use must be approved in advance by Thymes in writing. The use of Thymes name, logo, and trademarks must follow our established usage. In addition, all applicable product trademarks must be used, along with accompanying trademark and copyright language; provided, that such use is approved by Thymes in writing in each instance. Notwithstanding anything to the contrary set forth herein, you acknowledge and agree that all trademarks, logos, ideas, concepts, works, plans, reports, content, artwork, designs, models ideas, derivative works and concepts relating to any Thymes' products shall be and remain solely owned by Thymes.
- The posting on the web of Products prior to official release in the marketplace is not allowed. Your account representative can provide you with dates of official releases upon request.
- With respect to sales of Products through the Permissible Websites, you shall be responsible for all fulfillment to its customers, any applicable taxes associated with such individuals' purchases of Products, and any returns of Products. You shall not to use any third-party fulfillment service to store inventory or fulfill orders for the Products unless separately authorized by Thymes in writing.
- By selling Products through a Permissible Website, you represent and warrant that the Permissible Websites are and will remain in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards, including, but not limited to, the World Wide Web Consortium Web Content Accessibility Guidelines 2.0 (at the AA level, or, in the absence of a AA level standard, at the A level) and the Payment Card Industry Data Security Standard ("PCI DSS"). You further represent and warrant that you maintain detailed privacy policies and are, and will remain, in compliance with your privacy policies and the requirements of any contract to which you are a party. Further, you represent and warrant that you have implemented and maintain written information security guidelines, which will include physical, administrative and technological controls designed to prevent the unauthorized access to, disclosure, destruction, or loss of personally identifying information.

- With any shipment of the Products made from sales through the Permissible Website or in an order confirmation email delivered at the time of purchase, you must include your full legal name or registered fictitious name, mailing address, and telephone contact. Anonymous sales are prohibited.
- At Thymes' request, you will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Permissible Websites.
- The Permissible Websites shall have a mechanism for receiving customer feedback, and you shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. You agree to provide copies of any information related to customer feedback (including any responses to customers) to Thymes for review upon request. You agree to cooperate with Thymes in the investigation of any negative online review associated with your sale of the Products and to use reasonable efforts to resolve any such reviews. You shall maintain all records related to customer feedback for a period of one year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require you to disclose identifying information about your customers to Thymes.
- Under no circumstances shall you fulfill orders in any way that results in the shipped Product coming from stock other than yours.

Digital Marketing

Online marketing to promote and/or sell Thymes brand is permitted in accordance with the following guidelines:

- All digital marketing/advertising assets, including copy and materials relating to the Products must be approved in writing by Thymes prior to use.
- Social media/social networking services such as Facebook Instagram, Pinterest, Tumblr, YouTube, Twitter, and blogs may be used in accordance with all the above guidelines and subject to the following limitations:
 - Thymes sales, discounts, or promotions, cannot be promoted using #, @, or photo tags (for example #ThymesSale).
 - Social media presence, similar to all online presence, shall avoid confusion, and shall make it clear to the viewer/visitor that your online store, social media service, page or presence is not Thymes but instead is a clearly identified authorized reseller of the Products. To this end, the reuse of any Thymes trademark, avatar, or other branded online identity (such as a corporate profile image) in use by Thymes corporate social media is prohibited. Use of 'Thymes' or any variation of that name (including misspellings) shall not be part of the social handle or name that is used to represent your company.
 - All social media posts/tweets/images that are originally generated by Thymes should clearly be identified as our content by using an @mention (i.e.: @ThymesFragrance) a photo tag, or a url link to the original source.
 - Hashtags (and photo tags) using #ThymesFragrance (by way of example only) must be related to our brand or products.
 - You agree to remove any social media post, materials, assets, tag(s) or copy posted on the internet relating to Thymes or its products immediately upon Thymes' request.

Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THYMES EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS REGARDING ITS PRODUCTS, WHETHER EXPRESS, IMPLIED OR STATUTORY AND INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. You shall not be entitled to make or pass through any warranties to any third parties regarding Thymes products.

THYMES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF

ANY TYPE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SALE EVEN IF THYMES HAS BEEN ADVISED BY YOU OF THE POSSIBILITY OF THE DAMAGES AND EVEN IF YOU ASSERT OR ESTABLISH A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. THYMES' LIABILITY SHALL NOT EXCEED THE NET REVENUE FROM PRODUCT PURCHASES RECEIVED BY THYMES FROM YOU IN THE SIX-MONTH PERIOD PRIOR TO THE DATE THAT LIABILITY UNDER THESE TERMS OF SALE IS FINALLY DETERMINED (EITHER BY SETTLEMENT OR COURT ORDER, AS APPLICABLE).

Termination

In addition to all other available remedies, if you violate these Terms of Sale, Thymes reserves the right, in its sole and absolute discretion, to terminate your status as an Authorized Retailer through written or electronic notice to you of such termination. Upon termination of your status as an Authorized Retailer, you shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that you are an Authorized Retailer of Thymes Products or have any affiliation whatsoever with Thymes; and (iii) using all Thymes IP.

Governing Law; Jurisdiction; Entire Agreement

These Terms of Sale and the relationship between you and Thymes shall be governed by the laws of the State of Minnesota, without regard to its conflict of laws principles. You acknowledge that these Terms of Sale are agreed to in the State of Minnesota, and consent to the personal jurisdiction of the federal and state courts in the State of Minnesota and agree that said courts shall be the exclusive venue for a resolution of any and all disputes arising under, relating to, or in any way connected to these terms or the parties' relationship. These Terms of Sale are the complete and integrated agreement between the parties with respect to the subject matter hereof and all other prior agreements, understandings, representations and communications, whether oral or written, are superseded and of no legal effect.

Notwithstanding anything to the contrary herein, if there is a breach or threatened breach of this policy related to the manner of sale of the Products, any Product care or quality controls, intellectual property rights, or obligations upon termination, it is agreed and understood that Thymes will have no adequate remedy in money or other damages at law. Accordingly, Thymes shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in these Terms of Sale of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of these Terms of Sale. No failure, refusal, neglect, delay, waiver, forbearance, or omission by Thymes to exercise any right(s) herein or to insist upon full compliance by you with your obligations herein shall constitute a waiver of any provision herein or otherwise limit Thymes' right to fully enforce any or all provisions and parts thereof.

Thymes reserves the right to update, amend, or modify these Terms of Sale at any time and from time to time. Any previous Wholesale Terms are superseded and of no legal effect. Unless otherwise provided, such amendments will take effect immediately and your continued use, advertising, offering for sale, or sale of the Products, use of the Thymes IP, or use of any other information or materials provided by Thymes to Retailer will be deemed your acceptance of the amendments.

If any provision of these Terms of Sale is held contrary to law, the remaining provisions shall remain valid.

Confidentiality

These Terms of Sale, and its attachments, if any, constitute confidential, proprietary information of Thymes and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without the prior written consent of Thymes.