




WHOLESALE AGREEMENT

1. **Wholesale Agreement.** This Agreement is an authorization to resell essential oils and related products (the "Products") manufactured and/or distributed by Plant Therapy, Inc. ("Plant Therapy"), but excluding any Products that Plant Therapy excludes from re-sale, determined from time to time in its sole discretion. It is not a supply contract and does not guarantee the availability of Products or delivery lead time. This Agreement shall become effective, and the undersigned (the "Authorized Wholesaler") shall have no rights hereunder, until Authorized Wholesaler has executed this Agreement and completed all requirements imposed by Plant Therapy and has been notified by Plant Therapy that it has been approved and accepted as an authorized wholesaler hereunder. Plant Therapy reserves the right to accept or reject any proposed wholesaler in its sole and absolute discretion. **THIS AGREEMENT DOES NOT AUTHORIZE, AND AUTHORIZED WHOLESALER IS EXPRESSLY PROHIBITED FROM, SELLING OR RESELLING PRODUCTS ON EBAY, AMAZON, AMAZON MARKETPLACE, ETSY.COM OR ANY OTHER THIRD PARTY MARKETPLACE, WITHOUT PLANT THERAPY'S PRIOR EXPRESS WRITTEN CONSENT, WHICH MAY BE CONDITIONED OR WITHHELD IN ITS SOLE AND ABSOLUTE DISCRETION. ANY BREACH OF THIS PROVISION SHALL RESULT IN IMMEDIATE TERMINATION OF ALL OF AUTHORIZED WHOLESALER'S RIGHTS HEREUNDER.**

INITIAL ACKNOWLEDGEMENT: _____ 
2. **Term.** This Agreement shall be in effect from the date of execution hereof by Plant Therapy and shall continue in effect until terminated by either party in writing. Plant Therapy reserves the right to review and/or revoke the authorization of Authorized Wholesaler at any time by providing notice of termination (the "Revocation Notice") to Authorized Wholesaler. Following provision of such Revocation Notice or any written termination from either party, Authorized Wholesaler shall thenceforth be a "Former Wholesaler." Upon receipt of the Revocation Notice or termination notice, the Former Wholesaler may continue to sell any Products remaining in its inventory, but shall otherwise immediately cease and desist from any and all sale of Products. Notwithstanding the foregoing, Plant Therapy may, in its sole and absolute discretion, require the Former Wholesaler to immediately return all Products remaining in its inventory by providing written notice to the Former Wholesaler. In such event, the Former Wholesaler shall promptly return all such Products in new, unused and unspoiled condition and shall thereafter receive a refund with respect to the returned products after giving effect to any deductions and set-offs of any amounts owing to Plant Therapy and any shipping and restocking fees provided herein.
3. **Wholesale Pricing.** Current wholesale pricing/discounts are visible on Plant Therapy's website and automatically applied when logged into an approved wholesale account. Wholesale pricing CANNOT be combined with any other "consumer" discounts, promotions, incentives, or offers unless authorized. This pricing is subject to review and change by Plant Therapy from time to time in its sole and absolute discretion. Plant Therapy does not make any pricing commitments to Authorized Wholesaler.
4. **Purchasing; Payment.** Authorized Wholesaler shall be required to purchase a minimum of \$250.00 of Products each calendar quarter. Authorized Wholesaler shall order the Products by submitting a purchase order through Authorized Wholesaler's account on Plant Therapy's website, which purchase order must be approved by Plant Therapy. Plant Therapy does not guarantee the availability of Products. If an item is out of stock, Plant Therapy reserves the right to either hold the order until such out of stock Product becomes available or partially accept and fulfill only that portion of the order of Product it has in stock. All orders must be paid in full prior to shipment. Any accrued balance remaining unpaid for thirty (30) days following delivery shall incur a finance charge of 1.5% per month thereafter for as long as there remains any unpaid balance. In addition, Authorized Wholesaler shall be solely responsible for all costs of collection, including without limitation actual attorneys' fees in connection with past due amounts, whether or not suit is instituted. Plant Therapy may decline to make any further deliveries to Authorized Wholesaler until all past due balances have been paid in full, including any finance charges. Plant Therapy hereby reserves a purchase money security interest in any Products sold hereunder and in the proceeds of sale of such products. Authorized Wholesaler shall, upon the reasonable request of Plant Therapy, execute any financing statement or other instruments necessary to perfect Plant Therapy's security interest hereunder.
5. **Prohibited Activities.** In addition to the other obligations provided herein, Authorized Wholesaler shall not: (1) make any representations, warranties, or claims regarding the Products other than those made by Plant Therapy; or (ii) use deceptive, misleading or unethical representations or practices that might be detrimental to Plant Therapy; (iii) sell any Product less than three (3) months prior to its scheduled expiration or "sell by" date appearing on the packaging for such Product; or (iv) sell any Products wholesale or otherwise sell any Products if Authorized Wholesaler knows, or has reason to suspect, that such third party intends to resell the Products.
6. **Taxes.** Authorized Wholesaler is required to pay all applicable sales and use taxes arising from the sale of the Products hereunder. Authorized Wholesaler may submit

either (a) a valid Idaho State Tax Commission Form ST-101 or (b) a valid Uniform Sale and Use Tax Certificate – Multijurisdictional (each, a “Sales Tax Exemption Document”). Upon submission of such Sales Tax Exemption document, Authorized Wholesaler hereby represents and warrants that (i) it is purchasing the Products for resale, (ii) it sells such products in the normal course of its business and (iii) each transaction consummated hereunder is exempt from any sale or use tax in the jurisdiction in which Authorized Wholesaler provides the Products for resale. Upon receipt of an acceptable Sales Tax Exemption Document, Plant Therapy shall not withhold sales and use taxes with respect to each sale covered by such Sales Tax Exemption Document; *provided, however*, that Authorized Wholesaler hereby indemnifies and holds Plant Therapy and its members, shareholders, directors and agents harmless from all damages, costs and expenses (including reasonable attorneys’ fees) arising in connection with any such transactions claimed as exempt. Upon request, Authorized Wholesaler covenants and agrees to provide any necessary documentation to Plant Therapy certifying the exempt status of any transaction hereunder. The provisions of this Section shall survive any termination of this Agreement.

7. **Shipping.** All shipping costs are the sole responsibility of Authorized Wholesaler. Plant Therapy bears no responsibility for any delays or costs in connection with shipping. Title to and risk of loss of the Products shall pass to Authorized Wholesaler once they have been placed in the possession of the carrier at Plant Therapy’s place of business.
8. **Rejections; Returns.** Authorized Wholesaler shall have ten (10) days from the receipt of any shipment of Products to inspect the same and to provide written notification to Plant Therapy of the rejection of any shipment or any part thereof. After the expiration of such time, Authorized Wholesaler shall be deemed to have accepted the entire shipment without defect. In the event that Authorized Wholesaler rejects any shipment or any part thereof, Authorized Wholesaler agrees that its sole remedy shall be to receive a replacement of any product so rejected. All rejected product or other returns must be pre-authorized. All returned product must be in new, unused, and unspoiled condition. Except with respect to instances of rejected shipments, or any part thereof, the returning party will be responsible for shipping charges as well as a 20% handling fee for each returned order.
9. **Customization.** In the event Authorized Wholesaler desires any customized products not listed on Plant Therapy’s website, including any private label products, it must request such product customization in writing to Plant Therapy. Plant Therapy shall have the right to accept or reject such customization request in its sole discretion, and, notwithstanding anything to the contrary, including any term contained in the customization request, shall not be deemed to have agreed to such customization until it shall have provided written acceptance to Authorized Wholesaler. The terms and conditions of such customization, including additional development costs, shall be separately agreed to by Plant Therapy and Authorized Wholesaler. Any customized product provided pursuant to this Section is subject to all terms contained herein.
10. **Intellectual Property.** All inventions, discoveries, developments, designs, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade secrets), including without limitation the Products and all trademarks and trade names of Plant Therapy, any customized product or blends and all

advertising and marketing materials, conceived, made, created, discussed, developed or reduced to practice by Plant Therapy, whether existing now or in the future, and whether upon Plant Therapy’s own initiative or otherwise suggested, recommended, or requested by Authorized Wholesaler or its clients (whether alone or with others), that relates to the products of Plant Therapy (the “Intellectual Property”) is the sole and exclusive property of Plant Therapy. Authorized Wholesaler hereby assigns and agrees in the future to assign to Plant Therapy, its full right, title and interest in and to all Intellectual Property and agrees to provide, at Plant Therapy’s request, all further cooperation which Plant Therapy reasonably determines is necessary or desirable to accomplish the complete transfer of the Intellectual Property and all associate rights to Plant Therapy, its successors, assigns and nominees, and to ensure Plant Therapy the full enjoyment of the Intellectual Property. Authorized Wholesaler further agrees that it shall not copy, alter, or appropriate the Intellectual Property in any manner, or in any way infringe upon Plant Therapy’s rights in and to the Intellectual Property. The provisions of this Section shall survive any termination of this Agreement.

11. **Trademark Usage; Website Content.** Authorized Wholesaler hereby consents to Plant Therapy’s use of Authorized Wholesaler’s trademarks and/or logos on Plant Therapy’s website or advertising materials and the identification of Authorized Wholesaler as an Authorized Wholesaler of the Products. In addition, Authorized Wholesaler consents to Plant Therapy’s hypertext link from Plant Therapy’s website to Authorized Wholesaler’s website. Authorized Wholesaler hereby grants Plant Therapy a limited license to use such trademarks or logos as provided herein throughout the term of this Agreement. Authorized Wholesaler hereby indemnifies and holds Plant Therapy and its members, shareholders, directors and agents harmless from all damages, costs and expenses (including reasonable attorneys’ fees) arising in connection with Plant Therapy’s use of Authorized Wholesaler’s trademarks or logos pursuant to the terms hereof.
12. **LIMITED WARRANTY.** PLANT THERAPY WARRANTS ALL ITS PRODUCTS AGAINST DEFECTS OF MANUFACTURING OR MATERIALS FOR A PERIOD OF 30 DAYS, EXCEPT FOR DIFFUSERS WHICH ARE WARRANTED FOR ONE YEAR, AFTER THE DELIVERY OF THE PRODUCT TO AUTHORIZED WHOLESALER. THIS WARRANTY IS LIMITED TO MANUFACTURING DEFECTS FOUND WITHIN THE PRODUCT. PLANT THERAPY WILL NOT WARRANT PRODUCTS THAT EXHIBIT SIGNS OF MISUSE, ABUSE, OR NEGLIGENCE. ALL WARRANTY CLAIMS ARE SUBJECT TO APPROVAL OF PLANT THERAPY. THE EXCLUSIVE REMEDY UNDER THIS WARRANTY IS THE REPLACEMENT OF THE PRODUCT IN ACCORDANCE WITH THE TERMS HEREOF. PLANT THERAPY MAKES NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL OTHER SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT. ALL WARRANTY CLAIMS MUST BE SUBMITTED IN WRITING AND CONTAIN (1) A RECORD OF RETAIL SALE TO THE END USER; (2) A COMPLETE DESCRIPTION OF THE WARRANTY CLAIM, INCLUDING THE DEFECT, THE MANNER OF DISCOVERY AND THE USE OF THE PRODUCT AT THE

TIME OF DISCOVERY; AND (3) PHOTOGRAPHIC DOCUMENTATION OF THE DEFECTIVE PRODUCT. UPON RECEIPT OF A COMPLETE WARRANTY CLAIM, PLANT THERAPY WILL SHIP, AT ITS EXPENSE, A PRODUCT REPLACEMENT, WITH PRE-PAID RETURN LABEL TO RETURN THE DEFECTIVE PRODUCT TO THE MANUFACTURER. PLANT THERAPY REQUIRES THE RETURN OF THE DEFECTIVE PRODUCT FOR INSPECTION.

13. LIMITATION OF LIABILITY. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF PLANT THERAPY WITH RESPECT TO ANY AND ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, ACTIONS, SUITS, PROCEEDINGS, DEMANDS, ASSESSMENTS, ADJUSTMENTS, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) (COLLECTIVELY "DAMAGES") TO AUTHORIZED WHOLESALER, ANY RETAIL CUSTOMER OR OTHER THIRD PARTY CLAIMING BY, THROUGH OR ON BEHALF OF AUTHORIZED WHOLESALER, SHALL NOT EXCEED AMOUNTS PAID BY AUTHORIZED WHOLESALER TO PLANT THERAPY UNDER THIS AGREEMENT IN THE THREE (3) MONTHS PRECEDING SUCH CLAIM, WHETHER SUCH DAMAGES ARE A RESULT OF PLANT THERAPY'S NEGLIGENCE, ERROR, OMISSION, STRICT LIABILITY, BREACH OF THIS AGREEMENT OR OTHERWISE. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PLANT THERAPY BE LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.
14. Marketing and Advertising. Throughout the term hereof, any marketing or promotional materials or products bearing the name Plant Therapy or any other trademark of Plant Therapy or otherwise relating to the Plant Therapy, Inc. products, must be purchased from and approved by Plant Therapy in its sole and absolute discretion. All marketing and promotional tools must contain the legal address and webpage of Plant Therapy. Authorized Wholesaler may not in any way use, tamper, change, recreate or otherwise modify any trademark or service mark of Plant Therapy or any label or product packaging of the Products.
15. Restrictions: Competition. Authorized Wholesaler shall at no time reverse engineer any Plant Therapy Products. Plant Therapy may directly and/or indirectly compete with Authorized Wholesaler and may enter into a wholesale agreement, or any other agreement, with any third party, regardless of whether such third party competes with Authorized Wholesaler either directly or indirectly. This Section shall survive the termination of this Agreement, for any reason.
16. Relationship. The parties agree that nothing contained in this Agreement shall create any joint venture, partnership, agency, or employment arrangement, and Authorized Wholesaler shall have no authority to bind or act on behalf of the Company.
17. Confidentiality. Authorized Wholesaler shall keep and maintain in the strictest confidence all information of Plant Therapy, including without limitation the terms of this Agreement, the Intellectual Property, or other proprietary information, technical data, trade secrets or know-how, including, but not limited to, ideas, strategies, research, product plans, products, services, customer lists and customers, markets, software, developments, inventions, algorithms, processes, formulas, technology, designs, drawings, engineering, hardware configurations, network configurations, systems architecture, marketing, finances and any and all other business and non-public information, material or data relating to the current and/or future business and operations of Plant Therapy disclosed to Authorized Wholesaler, either directly or indirectly, whether in writing, orally, by drawings, documents, or by audio or visual observation by Authorized Wholesaler, whether or not marked as "confidential" or "proprietary information" by Plant Therapy. Authorized Wholesaler shall ensure the compliance of all of its employees and agents with the provisions of the covenants set forth in this Section. This Section shall survive the termination of this Agreement, for any reason.
18. Authority. Each individual executing this Agreement on behalf of any entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity, has all necessary authorization and that this Agreement shall be binding upon such entity in accordance with its terms.
19. Successors and Assigns. This Agreement may not be assigned by either party and, to the extent permitted by law, shall be binding upon and shall inure to the benefit of the parties hereto, their successors and permitted assigns and the heirs and legal representatives of any individual party hereto; provided, however, in the event Plant Therapy shall affect a reorganization, consolidation, merger or other transfer of all or substantially all of its properties, assets or business to another person or entity (a "Successor Entity"), Plant Therapy may assign its rights and obligations under this Agreement to such Successor Entity by providing written notice of the same to Authorized Wholesaler, which assignment shall constitute a novation of this Agreement whereby the Successor Entity shall be solely entitled to, and responsible for, the rights and obligations of Plant Therapy hereunder.
20. Entire Agreement; Amendments. This Agreement constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof, and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by the parties hereto.
21. Counterparts. This Agreement may be executed in any number of counterparts by original or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one instrument.
22. Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing by mail, facsimile, nationally recognized overnight courier or personal delivery and shall be deemed to have been received (i) within 72 hours after mailing, if sent by first-class mail postage prepaid, (ii) within 24 hours after transmission, if sent via facsimile, (iii) within 36 hours after mailing, if sent via overnight courier, or (iv) effective immediately, if by personal service. The addresses for such communications shall be as provided on the signature page hereto (or to such other address as shall be indicated in accordance with this Section).
23. Severability. If any clause or provision of this Agreement is held to be illegal, invalid, or unenforceable under present or

future laws, then such clause or provision will be severed from this Agreement and the Agreement will be enforced to the fullest extent permitted by law in a manner that is consistent with the intentions of the parties hereto.

24. Governing Law; Litigation. This Agreement shall be construed in accordance with the laws of the State of Idaho without regard to its conflict of law rules. Should any litigation be commenced between the parties concerning this Agreement, the action shall be brought in Twin Falls County, Idaho or the United States District Court for the State of Idaho. The prevailing party in any litigation shall be entitled

to recover, in addition to such other relief as may be granted, reasonable attorneys' fees and costs.

25. Exercise of Rights and Remedies. No delay of or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

Date: IN WITNESS WHEREOF, the Owner has executed this Agreement as of _____, 20_____.

By Signature: _____

Print Name: _____

Job Title: _____

Business Name: _____

City: _____

Country: _____

Approved:

Official Use Only

By: _____ Name: _____ Title: _____