

Tommy Bahama®

Greetings!

Following are new account documents required to open your Tommy Bahama Group account.

1. **Standard Terms and Conditions of Sale** - Initials required on Pages 2 through 5. Signature required on page 6
2. **Tommy Bahama Marketing Guidelines for Wholesale Partners** - Page 7
3. **Minimum Advertised Price Policy for Tommy Bahama Apparel** - Pages 8 through 10
4. **Credit Application** - Pages 11 & 12 - If you have a **prepared credit summary**, please feel free to send it in lieu of completing page 11. Please note, page 12 of the Credit Application **must still be completed, signed, and submitted** with the prepared credit summary.
5. **Account Set-Up Information** - Pages 13 & 14 - Please note your preferred shipping and billing address and store locations and **provide an Accounts Payable email address**. Signature required on Page 14.
6. Resale/Tax Certificate form marked below must be completed and signed on page 15:
 - General Sales Tax Certificate (IN)
 - Blanket Certificate of Exemption (LA)
 - Sales Tax Resale Certificate (MA)
 - Resale Certificate (MS, NY)
 - Sales & Use Tax Cert of Exemption (VA)
 - Reseller Permit (WA)
 - Exemption Certificate (WV)
 - Sales Tax Exemption Certificate (WY)
 - Tax Exempt State (AK, DE, NH, MT, OR)
 - No Form Needed
 - Uniform Sales and Use Tax Certificate - Multijurisdictional

In order for us to process your order, **all pages** of these forms **MUST** be completed and **returned** to our office as soon as possible. Signatures and dates are required on the following pages: **6, 12, 14, & 15**.

Please note:

- If you qualify, standard payment terms are Net 60 days from date of invoice. Invoices are issued upon shipment exiting our warehouse.
- Our shipping dates are based upon our shipping window for each delivery. We do not honor In-Store Dates.
- All shipments by Tommy Bahama are F.O.B. Auburn, WA. Freight cost is the responsibility of the customer.

Return the completed forms to our Seattle office via E-mail, USPS, or Fax.

Tommy Bahama Group, Inc.
Customer Service
400 Fairview Ave N., Suite 488
Seattle, WA 98109
Fax: 844-246-8535

Email: CustomerMasterChanges@TommyBahama.com

Orders will ***not*** ship until these forms have been received and processed.

If you have questions or need help completing any of the enclosed forms, please call Customer Service at 866-519-8218 or email Customer Master at CustomerMasterChanges@TommyBahama.com

Tommy Bahama Group, Inc.
STANDARD TERMS AND CONDITIONS OF SALE

March 2018

The Standard Terms and Conditions of Sale ("Terms") contained herein shall apply to all quotations, offers and sales made by, and purchase orders accepted by, Tommy Bahama. As a condition to all orders placed with Tommy Bahama, the Buyer hereby accepts and agrees to comply with these Terms. These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. These Terms may in some instances conflict with some of the terms and conditions affixed to the purchase order or other procurement document issued by Buyer. In such case, the Terms contained herein shall govern, and acceptance of Buyer's order is conditioned upon Buyer's acceptance of the terms and conditions herein, irrespective of whether Buyer accepts these conditions by a written acknowledgement, by implication, or acceptance and payment of products ordered hereunder. Tommy Bahama's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions herein. Any changes in the Terms contained herein must specifically be agreed to in writing signed by Tommy Bahama before becoming binding on either party.

QUANTITY AND PRICE. All price lists, catalogs and other advertising materials are for information and illustration only and shall not form part of any contract with Tommy Bahama. All prices are in U.S. Dollars, unless specifically stated otherwise, and are subject to change without notice. All prices quoted in any offer, quotation, catalog or price list or otherwise stated or given are subject to alteration or withdrawal without notice.

All orders are subject to acceptance by Tommy Bahama in its sole discretion. Upon request, all orders will be confirmed, an invoice total given, and an estimated ex-warehouse delivery indicated.

All orders placed by Buyer shall be firm. Once ordered, any change in quantity or style shall not be binding on Tommy Bahama unless pre-approved by Tommy Bahama. If Buyer's purchase order or confirmation does not contain size scales, Tommy Bahama is authorized to fill the order using approximate size scales of Buyer's prior orders for like styles. No cancellations will be accepted by Tommy Bahama once an order is acknowledged by Tommy Bahama.

DELIVERY. The fulfillment of each purchase order is subject to Tommy Bahama's and the manufacturer's ability to obtain the necessary raw materials and to applicable government regulations, orders, directives and restrictions (including quota) that may be in effect from time to time. In no event shall Tommy Bahama be liable for any lost profits or other damages of any kind arising from late delivery of, or failure to deliver, any goods ordered by Buyer.

SHIPPING. Buyer shall specify on the purchase order or subsequent confirmation the "earliest shipment date" and the "latest shipment date" for all orders, subject to availability. If Buyer wishes to change shipment dates, Tommy Bahama's approval must be requested in writing and such approval granted by Tommy Bahama in its sole discretion. Tommy Bahama shall have no responsibility whatsoever for the ultimate date of delivery if Tommy Bahama has shipped within said period. Tommy Bahama will not honor any "in store" delivery dates. If Tommy Bahama cannot ship within the dates designated by Buyer, Tommy Bahama shall notify Buyer promptly.

Tommy Bahama will make every effort to consolidate orders, but occasionally will ship styles as they are received. Multiple shipments on one P.O. may sometimes occur. Since these multiple shipments do not represent back orders, no back order charge backs will be honored.

Tommy Bahama shall not be liable for any failure to deliver goods where such failure has occurred due to war, fire, embargo, civil strife, strike, accidents, shortages of labor, fuel, power, material or supplies, transportation delays, failure to secure materials from the usual source of supply, failure of manufacturer to produce ordered goods in amounts requested by Tommy Bahama, act of God, governmental rules, restrictions or regulations, or any other circumstances not here enumerated which shall prevent Tommy Bahama from making deliveries in the normal and usual course of Tommy Bahama business.

CARRIER DESIGNATION AND ROUTING. Buyer is responsible for designating the mode of shipment and the name of the carrier a minimum of thirty (30) days before "earliest ship date." Routing instructions shall be given to Vendor Compliance at 3941 "I" Street N.W., Auburn, WA 98001. Tommy Bahama shall have the right in its sole discretion to

Buyer Initials: _____

choose the best alternate mode of shipment if the mode designated is not available or reasonably feasible. Tommy Bahama shall have the right in its sole discretion to choose the best mode of shipment if shipping instructions are not timely received from Buyer.

FREIGHT CHARGES. All shipments by Tommy Bahama are F.O.B. point of shipment, as defined under Uniform Commercial Code §2-319. Therefore, freight and insurance costs are the responsibility of Buyer.

RISK OF LOSS. Possession and risk of loss are transferred to Buyer when ordered goods are placed in the possession of the carrier by Tommy Bahama. A signed bill of lading shall be conclusive proof of proper shipment by Tommy Bahama. All disputes as to goods, which are lost or damaged after delivery by Tommy Bahama to the carrier's possession, shall be handled directly between Buyer and the carrier. Upon request, Tommy Bahama will provide documents within our possession that are necessary to substantiate a claim with Buyer's selected carrier.

TERMS. Buyer shall pay in full in United States Dollars in good funds for all goods ordered and shipped by Tommy Bahama on or before sixty (60) days from Tommy Bahama's invoice date, unless contrary payment terms are otherwise designated on invoice. Tommy Bahama's preferred method of payment is via ACH or wire transfer. Buyer agrees to pay Tommy Bahama a service charge of \$50.00 for each returned check. Tommy Bahama reserves the right to hold further shipments unless payment, including any check return charge, is paid in full. Tommy Bahama reserves the right to charge interest at the rate of 1.5% per month (or the maximum allowable by law) compounded annually on all overdue accounts in addition to any remedy available to Tommy Bahama either under law or under these Terms.

ANTICIPATION. There shall be no anticipation discounts.

FINANCIAL INSECURITY. Without limiting Tommy Bahama's right to reject orders without cause in its sole discretion, Tommy Bahama may refuse orders from Buyer if any amounts owed to Tommy Bahama are not paid promptly. If at any time Tommy Bahama believes, in its sole discretion, that the financial condition or responsibility of Buyer is, or is about to become, impaired or is, or will be, inadequate to meet Buyer's obligations to Tommy Bahama, Tommy Bahama reserves the right to suspend shipments and/or change Buyer's credit or payment terms and/or take any other appropriate steps to protect Tommy Bahama's interest. If Buyer's credit is withdrawn, Tommy Bahama, at its option, may require security before accepting orders from Buyer or shipping goods to Buyer.

RESTRICTIONS ON SALES / PURCHASES. Buyer is only permitted to resell the goods to end-users as "first quality" goods at retail locations operated exclusively by the Buyer under its trade name, in quantities typical of purchases for individual use. Buyer will not sell any goods through any other sales channel except as specifically authorized by Tommy Bahama in writing. Buyer is prohibited from promoting, advertising or selling any goods through the Internet, computer "web sites" or "home pages", computer on-line transactions or similar or other technology now available or developed in the future, except as specifically authorized in a signed Internet Sales Agreement between Tommy Bahama and Buyer. Tommy Bahama may withhold or revoke its consent to any of the above at any time in its sole discretion.

The Buyer agrees that it will not: (a) sell or otherwise transfer or transship products purchased from Tommy Bahama to another retailer, e-tailer, distributor, unauthorized location or broker; (b) purchase Tommy Bahama branded products from any source other than Tommy Bahama without Tommy Bahama's express, prior written consent; or (c) directly or indirectly sell or offer to sell Tommy Bahama products on behalf of, or for the account of, any other party. Buyer shall immediately notify Tommy Bahama of any parties seeking goods for resale or transport in violation of these Terms.

Buyer acknowledges that they shall be liable for all damages incurred by Tommy Bahama as a result of any breach or violation of this the covenants and representations made herein. These damages could include the cost of repurchasing diverted goods from unauthorized resellers, as well as monetary damages based on diminished brand image.

INTELLECTUAL PROPERTY/BRAND PRESENTATION. Buyer acknowledges Tommy Bahama's ownership of all trademarks, service marks, copyrights, imprints, rights of publicity, patents, design patents, registered designs, industrial designs, trade dress, product design, trade secrets and other intangible rights relating to the goods (collectively "Tommy Bahama Intellectual Property") and acknowledges that Buyer shall have no right, title or interest whatsoever in any Tommy Bahama Intellectual Property.

Buyer Initials: _____

Buyer will not use any marks confusingly similar to the Tommy Bahama Intellectual Property or use the Tommy Bahama Intellectual Property in combination with other trademarks. Buyer will notify Tommy Bahama in writing of any infringement or improper use of the Tommy Bahama Intellectual Property that comes to its attention.

Any use of Tommy Bahama Intellectual Property in the promotion or sale of goods will inure to the sole benefit of Tommy Bahama, shall be subject to Tommy Bahama's approval and shall strictly conform to all brand presentation, trademark and image usage, sales and advertising guidelines, including minimum advertised pricing policies, as Tommy Bahama may provide and circulate from time to time.

RETURNS AND RETURN AUTHORIZATION REQUESTS. Only goods authorized by Tommy Bahama to be returned and displaying a Tommy Bahama return authorization label on the carton will be accepted by Tommy Bahama. Any goods returned without a return authorization number shall be refused. All requests for goods to be returned to Tommy Bahama must be submitted in writing by the Buyer and received by Tommy Bahama within sixty (60) days of shipment, except for defects, which must be received within 12 months of shipment. Tommy Bahama shall not be responsible for any defects which result from or otherwise caused by any act, omission or condition arising after shipment or caused to exist by Buyer. Buyer is requested to hold defects until it has a minimum of five (5) garments before requesting a return authorization.

Return authorization labels must be used within thirty (30) days of the date of issuance. Goods authorized by Tommy Bahama to be returned must be returned by carrier and mode specified by Tommy Bahama. Buyer shall be responsible for freight for shipping all returns other than defects. All claims must provide Tommy Bahama style numbers, original invoice numbers, quantity and unit price of goods in claim, reason for claim, claim or charge back numbers. Except for defective items, all goods returned must be in new, resalable condition. Submit separate claims for each Tommy Bahama division and clearly state that division on the claim document. All claims must be submitted to:

**Tommy Bahama
999 Peachtree St NE - Suite 688
Atlanta, GA 30309**

PAYMENT DEDUCTIONS. Deductions cannot be taken without supporting documentation included with or sent prior to Buyer's payment, which reflects the deduction. If claim documentation has not been received by Tommy Bahama within thirty (30) days of the receipt by Tommy Bahama of the payment, which reflects the deduction, the claim is deemed invalid and repayment is expected in full. No claim or deduction will be honored later than one (1) year from date of Tommy Bahama invoice to which the charge back corresponds.

WARRANTIES AND LIMITATIONS ON LIABILITY. OTHER THAN AS SET FORTH BELOW, TOMMY BAHAMA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR AS TO THE FITNESS OF THE GOODS FOR ANY PARTICULAR USE OR PURPOSE. TOMMY BAHAMA SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE SALE OR USE OF SUCH GOODS. IN NO EVENT WILL TOMMY BAHAMA BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY

CHARACTER, WHETHER IN CONTRACT OR TORT OR ANY OTHER THEORY, AND IN NO EVENT SHALL CLAIMS FOR DAMAGES BY BUYER EXCEED THE SUM OF BUYER'S PAYMENTS FOR THE SPECIFIC GOODS WHICH ARE THE SUBJECT OF THE CLAIMS.

Tommy Bahama warrants that the goods shipped pursuant to Buyer's purchase orders are labeled in accordance with and comply with the requirements of each of the following acts to which they may be subject: Federal Food, Drug, and Cosmetics Act, Federal Wool Products Labeling Act, Fur Products Labeling Act, Textile Fiber Products Identification Act, Hazardous Substances Labeling Act, and Flammable Fabrics Act, and the General Certificate of Conformity.

AUDIT. During normal business hours, Tommy Bahama shall have the right to inspect and audit Buyer's records and documents with respect to any sales involving Tommy Bahama's merchandise to ensure that Buyer is in compliance with the provisions of these Terms.

CONFIDENTIALITY. "Proprietary Information" shall consist of (a) all information relating to sales, pricing, costs, inventory, operations, plans, programs, goods purchased by Buyer from Tommy Bahama, and all information relating

Buyer Initials: _____

to such merchandise purchases, including shipment and transportation thereof and reports relating thereto; (b) all of Tommy Bahama's trade secrets; (c) specifications of the merchandise; (d) copyrights, trademarks and other Tommy Bahama intangible intellectual property owned or licensed; and (e) any other information that is not publicly available and is intended by Tommy Bahama to be Proprietary Information regardless of where located or the manner or medium by which Buyer has been provided access to it. Buyer acknowledges that it has been provided access to Proprietary Information through Tommy Bahama's secure web site and warrants and agrees to comply with this Confidentiality Section in the disbursement of that information. Buyer agrees to defend, indemnify and hold Tommy Bahama harmless from a breach of Buyer's warranties and representations contained herein. The provisions of this Section shall survive the cancellation or termination of any Purchase Order.

All Proprietary Information is Tommy Bahama's sole and exclusive property notwithstanding the method by which Buyer may have obtained access to it. Buyer shall not in any manner, nor at any time, use, reproduce or disclose, directly or indirectly, to any employees or third parties such Proprietary Information except in connection with Buyer's performance under a Purchase Order, and then only to the minimum extent necessary on a need to know basis. Upon demand by Tommy Bahama, Buyer shall immediately deliver to Tommy Bahama all materials in possession containing Proprietary Information.

TAXES. The amount of any present or future sales, revenue, excise or other taxes applicable to the goods sold by Tommy Bahama to Buyer shall be added to the purchase price and shall be paid by Buyer, or in lieu, Buyer shall provide Tommy Bahama with a tax exemption certificate acceptable to the applicable taxing authorities.

LAW. These Terms and all purchase orders between Tommy Bahama and Buyer shall be interpreted in accordance with the applicable law of the State of New York. Should suit be brought with respect to any matter relating to these Terms or any purchase orders, whether in federal or state court, the parties agree that jurisdiction and venue shall be in either the United States District Court for the Southern District of New York or any state court of New York. The prevailing party in an action at law or in arbitration shall receive reasonable attorney's fees and court costs from the other party.

DEFAULT. Failure on the part of the Buyer to pay Tommy Bahama according to these Terms or to otherwise comply with these Terms, the institution of any bankruptcy or insolvency proceeding against Buyer, the appointment of a receiver for any property of Buyer, or if Tommy Bahama deems itself insecure, in any case, shall constitute an event of default by Buyer hereunder.

SECURITY INTEREST. Tommy Bahama retains a security interest in the goods delivered to Buyer, including replacements, proceeds, products and accounts receivable (collectively, "Collateral"), to secure payment of all amounts due to Tommy Bahama from Buyer. If Buyer fails to pay any amount when due, Tommy Bahama shall have the right to repossess and remove all or any part of the Collateral from Buyer (but not from Buyer's customers). Any repossession or removal shall be without prejudice to any other remedy of Tommy Bahama hereunder, at law or in equity. Buyer agrees, from time to time, to take any act and execute and deliver any document (including, without limitation, UCC financing statements) reasonably requested by Tommy Bahama to transfer, create, perfect, preserve, protect and enforce this security interest. Without limitation of the foregoing, Tommy Bahama is hereby authorized by Buyer to execute on behalf of Buyer a UCC Financing Statement covering said Collateral and to file same to protect and perfect Tommy Bahama's security interest in said Collateral.

MISCELLANEOUS. A waiver of any one or more of these Terms with respect to one or more of Buyer's purchase orders shall not constitute a waiver of, or an excuse for nonperformance as to, any other part of these Terms nor shall it constitute a waiver of or excuse for nonperformance as to the same condition with respect to any future purchase order. The rights and remedies herein expressed shall be in addition to any other rights or remedies provided by law.

[SIGNATURE PAGE FOLLOWS]

Buyer Initials: _____

THE UNDERSIGNED DOES HEREBY HAVE THE AUTHORITY TO BIND THE BUYER BELOW AND AGREES TO ALL OF THE TERMS AND CONDITIONS STATED HEREIN AS OF THE DATE SET FORTH BELOW.

Buyer Name: _____

Your Name: _____

Title: _____

Signature: _____

Date: _____

Account Number: _____

Email: _____

[SIGNATURE PAGE TO STANDARD TERMS AND CONDITIONS OF SALE]

Tommy Bahama Marketing Guidelines for Wholesale Partners

Minimum Advertised Pricing Policy

All products must be advertised in accordance with Tommy Bahama's Minimum Advertised Pricing Policy, as communicated to our partners from time to time.

Imagery

Tommy Bahama makes current and approved imagery (lifestyle, product detail, etc.), logos and other marketing materials available for use by our wholesale accounts at <https://360.kpcorp.com/tbPOS> ("Marketing 360 Site") for both print and electronic needs. Under no circumstances may images or other marketing materials be pulled from any source other than the Marketing 360 Site, including but not limited to Tommy Bahama lifestyle images and logos. All current and approved imagery can be found on the TBG image site at: <https://360.kpcorp.com/tbPOS> or may be provided directly from TBG Marketing. Use of any other images not provided on the Marketing 360 Site or by TBG Marketing are in infringement of copyright and subject to account closure/termination.

Brand Identity Usage

It is essential that the identity of the Tommy Bahama brand is maintained and communicated properly through marketing and advertising. It is very important to distinguish between your corporate name and the Tommy Bahama brand name. Only the brand name Tommy Bahama should be used directly in connection with the products. For the full detailed BRAND guidelines go to our image site.

<http://www.tbwholesalemarketing.com/>

Third Party Platforms

The marketing or sale of Tommy Bahama products through third party internet sales platforms (e.g., Amazon, EBay, Jet) is expressly prohibited pursuant to the Standard Terms and Conditions. Any account found to be engaging in such activity is subject to immediate account closure/termination

CONTACTS

Departmental email: WholesaleMarketing@tommybahama.com

Tommy Bahama Group, Inc.

400 Fairview Avenue North, Suite 488

Seattle, WA 98109

p: 206.622.8688

We would like to thank you for adhering to these guidelines that will maintain our strong brand identity across all channels, deliver marketing consistency in the marketplace and ensure excellent guest service.

March 2018

Buyer Initials: _____

MINIMUM ADVERTISED PRICE POLICY FOR TOMMY BAHAMA APPAREL
(for United States and Canada resale effective March 2018)

Tommy Bahama Group, Inc. and its affiliates (collectively "Tommy Bahama") count the Tommy Bahama® brand among their most valuable corporate assets. Tommy Bahama has spent 25 years building a brand of strong recognition and a high perceived value. By not adhering to this policy, a reseller can have a dramatic effect of diminishing or detracting from the perceived value of the Tommy Bahama brand and its products. The Internet, with its worldwide impact, has the possibility to cause great harm to any companies' products, if they are advertised at prices that will eliminate any legitimate retail competition.

Tommy Bahama has developed this Minimum Advertised Price ("MAP") Policy for its wholesale accounts in order to promote advertising practices that preserve and enhance the reputation of Tommy Bahama and Tommy Bahama-branded products in order to encourage the long-term success of Tommy Bahama and its wholesale accounts. Tommy Bahama believes that advertising Tommy Bahama products, other than in accordance with this MAP Policy, will negatively impact Tommy Bahama's reputation, public perception of product quality and overall position of Tommy Bahama in the apparel industry.

Minimum Advertised Price. The MAP is defined as Tommy Bahama's then current manufacturer's suggested retail price ("MSRP"), as communicated by Tommy Bahama from time to time, including by way of price tags included on merchandise sold by Tommy Bahama. This MAP Policy prohibits all wholesale accounts of Tommy Bahama from advertising any Current Products (as defined below) at a price less than the MSRP. This MAP policy also prohibits certain advertising practices at all times, regardless of whether the product is Current Product or non-Current Product. Tommy Bahama reserves the right to modify the MSRP of its products at any time and to communicate such changes to its wholesale accounts.

Current Products. "Current Products" means all Tommy Bahama-branded apparel products outside of seasonal sale windows and covers all carryover Tommy Bahama-branded apparel products during seasonal sales windows. During seasonal sales windows, the MAP will only apply to carryover products (products that are in-line for the next season). Seasonal sale windows are defined for each seasonal product style as ninety (90) days following the wholesale account's first receipt of such seasonal product style.

Scope of Policy. To the maximum extent permitted by law, this MAP Policy applies to all Tommy Bahama-branded apparel products advertised for sale by Tommy Bahama's wholesale accounts in any media, including the Internet, television, radio, telephone and print media and in any form, including for purposes of example only flyers, posters, coupons, mailers, brochures, inserts, handbills, billboards, circulars, newspapers, magazines, catalogs, email, text message or facsimile transmissions, TV or radio commercials, all forms of Internet advertising including website display ads (e.g., banner ads, pop-ups, floating ads, expanding ads, trick banners, etc.), text-based hyperlinks, social media advertising (e.g., advertising on Internet forums or social media sites such as Facebook, Twitter or LinkedIn, etc.), online auctions, advertisements or solicitations by email, text or instant messaging, and public signage.

For purposes of this MAP Policy, website features such as automated "bounce-back" pricing emails, pre-formatted email responses, forms, automatic price displays for any items prior to being placed in a customer's shopping cart and other similar features are violations of this MAP Policy.

In addition to this limitation on advertised pricing, this MAP Policy also applies to any activity which Tommy Bahama determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy.

Prohibited Practices – All Apparel Product. The following are examples of advertising practices that are not allowed by this MAP Policy in connection with the sale of *any Tommy Bahama-branded apparel products, at all times*, regardless of whether Current Product or non-Current Product. Failure to adhere to this policy can and will result in the elimination of the account as a Tommy Bahama wholesale account:

- Tommy Bahama-branded apparel products may not be advertised off-price or at a discount on the landing page of any wholesale account operated website. All internet sales of Tommy Bahama-branded apparel products are further subject to the terms of the Tommy Bahama Internet Sales Agreement.
- Tommy Bahama-branded apparel products may not be advertised off-price or at a discount on any third-party digital advertising platform, including but not limited to: website display ads (e.g., banner ads, pop-ups, floating

Buyer Initials: _____

ads, expanding ads, trick banners, etc.), text-based hyperlinks, social media advertising (e.g., advertising on Internet forums or social media sites such as Facebook, Twitter or LinkedIn, etc.). All internet sales of Tommy Bahama-branded apparel products are further subject to the terms of the Tommy Bahama Internet Sales Agreement.

- Tommy Bahama brand name, logos or any company identifiers cannot be in an ad that features off price or discount advertising of other lines/brands.
- Tommy Bahama images cannot be used without the brand name present, and therefore cannot appear in any off price ads that features off price or discount advertising of other lines/brands.

Prohibited Practices – Current Product. The following are examples of advertising practices that are not allowed by this MAP Policy in connection with the sale of Current Products. Failure to adhere to this policy can and will result in the elimination of the account as a Tommy Bahama wholesale account:

- Percentage discounts of any amount are not permitted in any ads; no percent off reference is acceptable.
- Comparative price advertising such as regular price/new price is not acceptable. Example: "Regular Price: \$125, Now \$85" is not acceptable.
- Was/is pricing in advertising is not acceptable. Example: "Was \$159, now \$99."
- No depiction of any Current Products can be present in any ad that contains any version of off price or discount advertising.
- In the case of sample clearance events, the Current Product can be included in the sale but not in the advertising and communication that takes place outside the store.
- Current Product should not be priced or advertised with a '99 ending, as this implies that Tommy Bahama is a price driven brand or that the product is being cleared. Example: "Price \$79.99."

Wholesale Accounts with Multiple Locations. For wholesale accounts with multiple store locations or distribution channels (e.g., multiple brick-and-mortar locations, brick-and-mortar locations plus one or more Internet e-commerce sites, multiple Internet e-commerce sites, etc.), a violation of this MAP Policy by any one store location or distribution channel shall be considered a violation by the entire account.

Sale Price for Tommy Bahama Products. This MAP Policy only applies to advertised prices and does not apply to the price at which Tommy Bahama products are actually sold or offered for sale to an individual consumer. Tommy Bahama's wholesale accounts remain free to sell Tommy Bahama products at any prices they choose.

This MAP Policy does not in any way limit the ability of any wholesale account to advertise that "they have the lowest prices" or they "will meet or beat any competitors' price," that consumers should "call for a price," "click through for price" or phrases of similar import.

Violation of MAP Policy. While wholesale accounts have the complete freedom to resell Tommy Bahama products at any price, if Tommy Bahama determines, in its sole discretion, that a wholesale account is advertising Tommy Bahama products in violation of this MAP Policy, Tommy Bahama reserves the right to cancel all orders for which payment has not yet been received and to refuse to accept any new orders and/or to take any other action with respect to violation of this MAP Policy.

Exceptions to the MAP Policy. Exceptions to this MAP Policy will generally not be granted, but may, upon written request, be approved by Tommy Bahama, in its sole discretion (e.g., with respect to discontinued merchandise), as evidenced by an approval in writing from Tommy Bahama's Chief Executive Officer or Executive Vice President and communicated to Tommy Bahama's wholesale accounts. Tommy Bahama sales representatives have no authority to modify or grant exceptions to this MAP Policy or any consumer program or promotion that affects the price at which Tommy Bahama products are advertised. The responsibility for compliance with this MAP Policy is the wholesale account's solely, and any representation by any Tommy Bahama personnel (other than the Chief Executive Officer or Executive Vice President) that any proposed advertisement by a wholesale account complies with this MAP Policy is specifically disclaimed. Tommy Bahama reserves the right at any time to designate promotional periods during which the terms of this MAP Policy change or to designate periods of time during which this MAP Policy is not applicable.

Buyer Initials: _____

Administration of MAP Policy. This is a unilateral policy and it will be administered and enforced by Tommy Bahama in its sole discretion. "Unilateral" means one-sided, independent and/or by itself. There is no agreement, side agreement or mutual decision or arrangement between a third party and Tommy Bahama to resell, market and/or advertise at any price.

Tommy Bahama may engage in monitoring of advertised prices of Tommy Bahama products to which this policy applies, either directly or via the use of third parties. Third parties retained by Tommy Bahama may engage in monitoring of retailer advertisements and website advertising, including review of advertised prices.

It is critical to Tommy Bahama and all Tommy Bahama wholesale accounts that this MAP Policy is strictly followed. Please call Tommy Bahama at 206-622-8688 and request to speak with the Wholesale Sales Department with any questions.

Amendments

Tommy Bahama reserves the right to amend or cancel this MAP Policy and/or its minimum advertised prices at any time upon notice to its wholesale accounts.

Buyer Initials: _____

Credit Application

If you have a prepared credit summary, you may to send it in lieu of completing *this* page.
Please note, page 12 must still be signed and submitted, with the prepared credit summary.

Tommy Bahama Group, Inc.

Attn: Customer Service
400 Fairview Ave N, Suite 488
Seattle, WA 98109
Phone: 866-519-8218 Fax: 844-246-8535

Company Name: _____ Contact: _____
Address: _____
City: _____ State/Province: _____ Zip/Postal Code: _____ Country: _____
Telephone #: _____ Fax #: _____ E-mail: _____
Federal Tax ID #: _____ Dunn &Bradstreet #: _____ Years in business: _____
Billing Address: _____
(If different from above)

Person to Contact Regarding Credit and Financial Matters:

Officer/Owner Name: _____ Title: _____
Legal Entity: Sole Proprietorship Partnership Corporation
Telephone #: _____ Fax #: _____ E-mail: _____

Bank Information:

Bank Name: _____ Contact: _____
Address: _____
Account #: _____ Telephone #: _____

Trade References:

1. Company: _____ Contact: _____
Account #: _____ Address: _____
Telephone #: _____ Fax #: _____ E-mail: _____

2. Company: _____ Contact: _____
Account #: _____ Address: _____
Telephone #: _____ Fax #: _____ E-mail: _____

3. Company: _____ Contact: _____
Account #: _____ Address: _____
Telephone #: _____ Fax #: _____ E-mail: _____

Credit Application continued on next page

Buyer Initials: _____

Bank Reference / Release / Credit Agreement
--

Company Name: _____
 Bank Name: _____ Contact Officer: _____
 Address: _____
 City: _____ State: _____
 Account #: _____ Telephone #: _____ Fax #: _____

Applicant agrees to pay for all items delivered in accordance with terms of sale noted on invoice. All accounts are due and payable at the remittance address shown on the TOMMY BAHAMA GROUP invoice. Should it become necessary to place the account with a collection agency or attorney, the applicant agrees to pay all collection costs and attorney fees in addition to all other sums due. Applicant agrees no terms and conditions other than ours will be binding unless in writing and signed by us. Applicant authorizes TOMMY BAHAMA GROUP to obtain credit and financial information, which may be used to determine whether to approve this account application.

THE UNDERSIGNED WARRANTS THAT THE ABOVE AGREEMENT HAS BEEN CAREFULLY READ AND THAT APPLICANT UNDERSTANDS THE SAME.

 (Authorized Signature)

 (Print Name)

 (Date)

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580

Account Set-Up Information

Section 1: General Information

Company Legal Name:	DBA (doing business as):
Buyer Contact:	Buyer Phone:
Buyer Email:	
<i>For additional buyers, please attach a separate sheet with their names and contact information.</i>	
Is there a mall/shopping center name, or unique location identifier, your store is located in? _____	

Section 2: Shipping and Transportation

In this section, Tommy Bahama Group, Inc. would like you to provide the carrier with which you would like us to use in shipping your merchandise (i.e. FedEx, UPS, Roadway, etc.) and the billing method with which you would like Tommy Bahama Group, Inc. to bill those shipping costs. For multiple shipping instructions, please provide a routing guide.

If you do not designate a carrier, we will select the best & cheapest carrier for you.

Carrier: _____

Billing Method: Prepaid (Charges will be on your invoice. Valid only for FedEx shipping. Tommy Bahama will not prepay any charges for any other carrier.) Collect 3rd Party

If applicable, please complete the following (required if choosing UPS as a carrier):

Collect Account # (shipping costs billed by carrier): _____	3 rd Party Billing Address (shipping costs billed to address other than receiver of product): _____ _____ _____
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Please check box if you would like your shipments to be Shipped Complete i.e. Tommy Bahama Group, Inc. will hold your Purchase Order until all units are received and ready to ship. You will not receive multiple shipments for an individual Purchase Order. **Note:** This does not guarantee that you will receive all merchandise that was on your original Purchase Order, as we allocate merchandise based on inventory availability.

Traffic Contact Name: _____ E-mail: _____

Phone: _____ Fax: _____

Account Set-Up Information continued on next page

Buyer Initials: _____

Section 3: Ship To Address

Location/ Company Name

Street Address

City, State, Zip

Check box if your "retail store" and "bill to" addresses are the exact same as your "ship to" address. If all of the information is the same, you need only provide an e-mail address in Section 4.

For additional "Ship To" locations, please attach a separate list of each location along with their "Bill To" addresses.

Section 4: Bill To Location

In order for Tommy Bahama Group, Inc. to accurately process your invoices, please list your Bill To location AND E-mail Address

Street Address

City, State, Zip

Contact Name

Telephone #

Fax #

E-mail Address

NOTE: Tommy Bahama invoices are emailed daily to our customers for shipments from the previous day's shipping. *We require an email address for invoices to be sent to.*

Please provide only ONE e-mail address.

Invoices will come from Invoice.Dept@TommyBahama.com.

Please add this email to your Safe list, to avoid it being rejected as "Spam."

Thank You!

Section 5: Resale/ Tax Certificate

In order to comply with the majority of state and local sales tax law requirements, the seller must have in its files a properly executed exemption certificate from all of its customers who claim a sales tax exemption. If the seller does not have this certificate, it is obliged to collect the tax for the state in which the property or service is delivered.

The appropriate form for your state is included in this packet. Please complete and sign.

PLEASE SIGN AND DATE BELOW:

Signature: _____ Date: _____

Printed Name and Title: _____ Phone: _____

For any questions regarding the Account Set-Up Form, please contact Customer Service at 866-519-8218 or email at CustomerMasterChange@TommyBahama.com.

TAX EXEMPT - DO NOT NEED

UNIFORM SALES & USE TAX CERTIFICATE—MULTI-JURISDICTION

The below-listed states have indicated that this form of certificate is acceptable. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: Tommy Bahama Group, Inc.

Address: 400 Fairview Ave North, Suite 488, Seattle WA 98109

I certify that:

Name of Firm (Buyer) _____

Address: _____

is engaged as a registered

Wholesaler

Retailer

Manufacturer

Seller (California)

Lessor (see notes on pages 16-18)

Other (Specify) _____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ¹	_____	MO ¹⁶	_____
AR	_____	NE ¹⁷	_____
AZ ²	_____	NV	_____
CA ³	_____	NJ	_____
CO ⁴	_____	NM ^{4,18}	_____
CT ⁵	_____	NC ¹⁹	_____
DC ⁶	_____	ND	_____
FL ⁷	_____	OH ²⁰	_____
GA ⁸	_____	OK ²¹	_____
HI ^{4,9}	_____	PA ²²	_____
ID	_____	RI ²³	_____
IL ^{4,10}	_____	SC	_____
IA	_____	SD ²⁴	_____
KS	_____	TN	_____
KY ¹¹	_____	TX ²⁵	_____
ME ¹²	_____	UT	_____
MD ¹³	_____	VT	_____
MI ¹⁴	_____	WA ²⁶	_____
MN ¹⁵	_____	WI ²⁷	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature and date: _____

(Owner, Partner or Corporate Officer)

INSTRUCTIONS REGARDING UNIFORM SALES & USE TAX CERTIFICATE

To Seller's Customers:

In order to comply with the majority of state and local sales tax law requirements, the seller must have in its files a properly executed exemption certificate from all of its customers who claim a sales tax exemption. If the seller does not have this certificate, it is obliged to collect the tax for the state in which the property or service is delivered.

If the buyer is entitled to sales tax exemption, the buyer should complete the certificate and send it to the seller at its earliest convenience. If the buyer purchases tax free for a reason for which this form does not provide, the buyer should send the seller its special certificate or statement.

Caution to Seller:

In order for the certificate to be accepted in good faith by the seller, seller must exercise care that the property or service being sold is of a type normally sold wholesale, resold, leased, rented or incorporated as an ingredient or component part of a product manufactured by buyer and then resold in the usual course of its business. A seller failing to exercise due care could be held liable for the sales tax due in some states or cities. Misuse of this certificate by seller, lessee, or the representative thereof may be punishable by fine, imprisonment or loss of right to issue certificate in some states or cities.

Notes:

1. Alabama: Each retailer shall be responsible for determining the validity of a purchaser's claim for exemption.
2. Arizona: This certificate may be used only when making purchases of tangible personal property for resale in the ordinary course of business, and not for any other statutory deduction or exemption. It is valid as a resale certificate only if it contains the purchaser's name, address, signature, and Arizona transaction privilege tax (or other state sales tax) license number, as required by Arizona Revised Statutes § 42-5022, *Burden of proving sales not at retail*.
3. California:
 - A. This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Title 18, California Code of Regulations, Section 1668 (Sales and Use Tax Regulation 1668, Resale Certificate).
 - B. By use of this certificate, the purchaser certifies that the property is purchased for resale in the regular course of business in the form of tangible personal property, which includes property incorporated as an ingredient or component part of an item manufactured for resale in the regular course of business.
 - C. When the applicable tax would be sales tax, it is the seller who owes that tax unless the seller takes a timely and valid resale certificate in good faith.
 - D. A valid resale certificate is effective until the issuer revokes the certificate.
4. The state of Colorado, Hawaii, Illinois, and New Mexico do not permit the use of this certificate to claim a resale exemption for the purchase of a taxable service for resale.
5. Connecticut: This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to Conn. Gen. State §§12-410(5) and 12-411(14) and any regulations and administrative pronouncements pertaining to resale certificates.
6. District of Columbia: This certificate is not valid as an exemption certificate. It is not valid as a resale certificate unless it contains the purchaser's D.C. sales and use tax registration number.
7. Florida: The Department will allow purchasers to use the Multistate Tax Commission's Uniform Sales and Use Tax Certificate-Multijurisdiction. However, the use of this uniform certificate must be used in conjunction with the telephonic or electronic authorization number method described in paragraph (3)(b) or (c) of rule SUT FAC 12A-1.039..
8. Georgia: the purchaser's state of registration number will be accepted in lieu of Georgia's registration number when the purchaser is located outside Georgia, does not have nexus with Georgia, and the tangible personal property is delivered by drop shipment to the purchaser's customer located in Georgia.
9. Hawaii allows this certificate to be used by the seller to claim a lower general excise tax rate or no general excise tax, rather than the buyer claiming an exemption. The no tax situation occurs when the purchaser of imported goods certifies to the seller, who originally imported the goods into Hawaii, that the purchaser will resell the imported goods at wholesale. If the lower rate or no tax does not in fact apply to the sale, the purchaser is liable to pay the seller the additional tax imposed. See Hawaii Dept. of Taxation Tax Information Release No. 93-5, November 10, 1993, and Tax Information Release No. 98-8, October 30, 1998.

10. Use of this certificate in Illinois is subject to the provisions of 86 Ill. Adm. Code Ch.I, Sec. 130.1405. Illinois does not have an exemption on sales of property for subsequent lease or rental, nor does the use of this certificate for claiming resale purchases of services have any application in Illinois.

The registration number to be supplied next to Illinois on page 1 of this certificate must be the Illinois registration or resale number; no other state's registration number is acceptable.

"Good faith" is not the standard of care to be exercised by a retailer in Illinois. A retailer in Illinois is not required to determine if the purchaser actually intends to resell the item. Instead, a retailer must confirm that the purchaser has a valid registration or resale number at the time of purchase. If a purchaser fails to provide a certificate of resale at the time of sale in Illinois, the seller must charge the purchaser tax.

While there is no statutory requirement that blanket certificates of resale be renewed at certain intervals, blanket certificates should be updated periodically, and no less frequently than every three years.

11. Kentucky: 1. Kentucky does not permit the use of this certificate to claim a resale exclusion for the purchase of a taxable service.
2. This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Kentucky Revised Statute 139.270 (Good Faith).
3. The use of this certificate by the purchaser constitutes the issuance of a blanket certificate in accordance with Kentucky Administrative Regulation 103 KAR 31:111.
12. Maine does not have an exemption on sales of property for subsequent lease or rental.
13. Maryland: This certificate is not valid as an exemption certificate. However, vendors may accept resale certificates that bear the exemption number issued to a religious organization. Exemption certifications issued to religious organizations consist of 8 digits, the first two of which are always "29". Maryland registration, exemption and direct pay numbers may be verified on the website of the Comptroller of the Treasury at www.marylandtaxes.com.
14. Michigan: Effective for a period of three years unless a lesser period is mutually agreed to and stated on this certificate. Covers all exempt transfers when accepted by the seller in "good faith" as defined by Michigan statute.
15. Minnesota: A. Does not allow a resale certificate for purchases of taxable services for resale in most situations.
B. Allows an exemption for items used only once during production and not used again.
16. Missouri: A. Purchases who improperly purchase property or services sales tax free using this certificate may be required to pay the tax, interest, additions to tax or penalty.
B. Even if property is delivered outside Missouri, facts and circumstances may subject it to Missouri tax, contrary to the second sentence of the first paragraph of the above instructions.
17. Nebraska: A blanket certificate is valid 3 years from the date of issuance.
18. New Mexico: For transactions occurring on or after July 1, 1998, New Mexico will accept this certificate in lieu of a New Mexico nontaxable transaction certificate and as evidence of the deductibility of a sale tangible personal property provided:
a) this certificate was not issued by the State of New Mexico;
b) the buyer is not required to be registered in New Mexico; and
c) the buyer is purchasing tangible personal property for resale or incorporations as an ingredient or component part into a manufactured product.
19. North Carolina: This certificate is not valid as an exemption certificate or if signed by a person such as a contractor who intends to use the property. Its use is subject to G.S. 105-164.28 and any administrative rules or directives pertaining to resale certificates.
20. Ohio: A. The buyer must specify which one of the reasons for exemption on the certificate applies. This may be done by circling or underlining the appropriate reason or writing it on the form above the state registration section. Failure to specify the exemption reason will, on audit, result in disallowance of the certificate.
B. In order to be valid, the buyer must sign and deliver the certificate to the seller before or during the period for filing the return.
21. Oklahoma would allow this certificate in lieu of a copy of the purchaser's sales tax permit as one of the elements of "properly completed documents" which is one of the three requirements which must be met prior to the vendor being relieved of liability.

The other two requirements are that the vendor must have the certificate in his possession at the time the sale is made and must accept the documentation in good faith. The specific documentation required under OAC 710-:65-7-6 is:

- A) Sales tax permit information may consist of:
 - (i) A copy of the purchaser's sales tax permit; or
 - (ii) In lieu of a copy of the permit, obtain the following:
 - (I) Sales tax permit number; and
 - (II) The name and address of the purchaser;
- B) A statement that the purchaser is engaged in the business of reselling the articles purchased;
- C) A statement that the articles purchased are purchased for resale;
- D) The signature of the purchaser or a person authorized to legally bind the purchaser; and
- E) Certification on the face of the invoice, bill or sales slip or on separate letter that said purchaser is engaged in reselling the articles purchased.

Absent strict compliance with these requirements, Oklahoma holds a seller liable for sales tax due on sales where the claimed exemption is found to be invalid, for whatever reason, unless the Tax Commission determines that purchaser should be pursued for collection of the tax resulting from improper presentation of a certificate.

- 22. Pennsylvania: This certificate is not valid as an exemption certificate. It is valid as a resale certificate only if it contains the purchaser's Pennsylvania Sales and Use Tax eight-digit license number, subject to the provisions of 61 PA Code §32.3.
- 23. Rhode Island allows this certificate to be used to claim a resale exemption only when the item will be resold in the same form. They do not permit this certificate to be used to claim any other type of exemption.
- 24. South Dakota: Services which are purchased by a service provider and delivered to a current customer in conjunction with the services contracted to be provided to the customer are claimed to be for resale. Receipts from the sale of a service for resale by the purchaser are not subject to sales tax if the purchaser furnishes a resale certificate which the seller accepts in good faith. In order for the transaction to be a sale for resale, the following conditions must be present:
 - (1) The service is purchased for or on behalf of a current customer;
 - (2) The purchaser of the service does not use the service in any manner; and
 - (3) The service is delivered or resold to the customer without any alteration or change.
- 25. Texas: Items purchased for resale must be for resale within the geographical limits of the United States, its territories and possessions.
- 26. Washington: Resale certificates will be replaced by reseller permits issued by Department of Revenue, effective January 1, 2010.
- 27. Wisconsin allows this certificate to be used to claim a resale exemption only. It does not permit this certificate to be used to claim any other type of exemption.