

Terms of Agreement

Tempt Me Beauty Retail Policies

Your company is approved as a non-exclusive retailer of Tempt Me Beauty brand products (“Products”) manufactured and sold by Tempt Me Beauty LLC., a Jenks corporation organized under the laws of Oklahoma and registered as a corporation with operations and registration in the United States (“Tempt Me Beauty”).

As a Tempt Me Beauty retailer in the United States your company may buy products from Tempt Me Beauty (“Distributor”). Your company and your company’s agents (collectively the “Retailer”), acknowledge and agree to be bound by the following policies (the “Policies”) to remain an authorized retailer of the Products.

RETAILER REQUIREMENTS

- Retailer is an approved Tempt Me Beauty retailer with an established wholesale account (an “Account”). Retailers must maintain a reputable retail outlet appropriately registered with the IRS for tax purposes with an established physical (brick and mortar) location or an established, independent website.

GENERAL TERMS

- Retailers are granted a limited license to use Tempt Me Beauty logos, images, product description for use solely in connection with sale of Products. All intellectual property and registered trademarks are property of Tempt Me Beauty. The Policies are governed according to the laws of the United States.
- Retailer’s Account is not transferable to any third party by Retailer.
- Retailers must abide by the Policies at all times to maintain an Account.
- Tempt Me Beauty may disclose to Retailer and its employee’s proprietary ideas, designs, formulations, intellectual property, or other confidential information. Retailers will maintain and protect the confidential information and will not use the confidential information in a way to adversely affect Tempt Me Beauty interests.
- A minimum retail order of \$300.00 USD per order is required. No discount codes or sale offers can be used when placing a wholesale order.

ORDERING

- You will be contacted via email with a coupon code, website link, and login information to use when ordering.
- Only products from the link provided for our Wholesale Items may be purchased under the Tempt Me Beauty Wholesale Agreement. Bundles are excluded from being ordered.
- Purchase orders will automatically be routed for review and approval by Tempt Me Beauty.
- We will confirm the availability of product and shipping costs and you will be invoiced the difference in shipping costs via PayPal within 3 business days.
- In the event that we do not have enough quantities to fulfill your order we will contact you via email address provided upon registration.
- You will receive tracking information to your email provided.

RETAIL SALE OF THE PRODUCTS

1. All products and product labels must remain unaltered and intact.
2. All names and logos for Products are registered trademarks and/or intellectual property owned exclusively by Tempt Me Beauty. Retailers are not permitted to use the names, logos or other intellectual property or trade names of Tempt Me Beauty in Retailers' company name or URL name.
3. Retailers may advertise the names and logos, as applicable, only in association with the sale of Products.
4. All advertising must be provided to Retailer by Distributor or as approved by Tempt Me Beauty in advance in writing. All advertising and products must be presented professionally, with current product information, photographs and logos displayed to maintain and enhance the integrity and quality of the products.
5. Distributor reserves the right to adjust the wholesale price of any products ordered by the Retailer. All sales will be subject to the Distributor's terms and conditions.
6. Retailers are free to sell Products at a retail price they deem to be appropriate, but prices must not be less than retail pricing on the Tempt Me Beauty website. Distributors may suggest or establish, to the extent permitted by applicable law, the price and terms and conditions of sale for Products sold by Retailers.
7. Products are intended for resale at the retail level only to end users.
8. Return requests must be made to info@temptmebeauty.com within 30 days of delivery date quoting order number and reason for return. All products must be unopened and unused in order for returns to be accepted. No returns are acceptable without Tempt Me Beauty prior approval and delivery instructions for transport. Shipping cost will be your responsibility.
9. MSRP Discounted prices of Products are permitted up to 20% off suggested retail price for short term promotion of ten calendar days or less per quarter. Discounted pricing above 20% must be approved by Tempt Me Beauty in advance in writing or via email at info@temptmebeauty.com (Only on a semiannual basis). Clearance pricing of 40% or

more will result in the assumption that Retailer is closing or discontinuing the line in their store and cancellation of the wholesale account.

10. All sales are listed in US dollars. All authorized retailers will receive 50% off the MSRP, plus shipping. Cannot be combined with any other offers or discount codes. Prices are subject to change without notice.

11. No auction or third-party sales of products are permitted. This includes but is not limited to Facebook, Instagram, TikTok, Amazon, eBay, Etsy. Online sales of Tempt Me Beauty products through your owned website must be approved in advance in writing or via info@temptmebeauty.com. You may otherwise sell Tempt Me Beauty branded products in your physical retail locations, such as salons, boutiques, beauty stores.

12. Co-ops are not authorized.

13. Distributor reserves the right to cancel Retailer's Account for any reason.

14. Broken, defective or out-of-date products will be handled on a case-by-case basis. Concerns and questions may be addressed to info@temptmebeauty.com.

15. This agreement is the entire agreement between Distributor and Retailer and its agents and employees and supersedes all prior written or oral understandings or agreements between them.

16. This agreement will be amended from time to time.

Last updated September 13, 2022