

PURELY EVE LLC PARTNER TERMS & WHOLESALE AGREEMENT
Agreement Version 1.0 | Effective August 20, 2026
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PURELY EVE LLC PARTNER TERMS & WHOLESALE AGREEMENT

This Partner Terms & Wholesale Agreement is entered into between Purely Eve LLC, a Colorado limited liability company and the signed Partner.

The purpose of this Agreement is to establish the terms under which "Partner" refers to a solely approved participant and may purchase Purely Eve products for resale. Partner acknowledges that they are purchasing wholesale products as an independent business and not an employee, contractor, or agent of the Company.

1. Brand Positioning & Integrity

Purely Eve is a luxury skincare brand rooted in origin, purity, and intentional formulation. All Partners are expected to represent the brand in alignment with its elevated positioning.

Products must be:

Presented as luxury skincare

Displayed in a clean, elevated, and professional environment

Marketed in alignment with Purely Eve messaging and visual standards

Partners agree to conduct business professionally and refrain from any conduct that may damage the reputation, goodwill, or public perception of Purely Eve, its products, retail partners, or other Partners.

2. Wholesale Status, Resale Documentation & Sales Tax Responsibility

Partner acknowledges and agrees that products purchased from Purely Eve are purchased at wholesale solely for the purpose of resale through approved sales channels.

Partner agrees that:

A minimum opening wholesale inventory package is required upon approval of the Partner application.

Orders must be prepaid prior to shipment.

Prior to being authorized to purchase any inventory package or other products from Purely Eve, Partner must provide Purely Eve with a valid resale certificate, seller's permit, sales tax license, or other applicable documentation sufficient to establish Partner's eligibility to purchase products for resale without sales tax.

Purely Eve will not activate a Partner for wholesale purchasing or accept a Partner inventory order until the required resale documentation has been received and accepted by Purely Eve.

Partner may operate as a sole proprietor or through another legally recognized business structure. Purely Eve does not require Partner to form an LLC unless otherwise required by applicable law.

Partner is solely responsible for obtaining and maintaining all business registrations, sales tax accounts, licenses, permits, resale certificates, and other authorizations required by the state and local jurisdictions in which Partner conducts business.

Partner certifies that products purchased from Purely Eve are being purchased for resale and not for Partner's personal use or consumption.

Purely Eve's qualifying sales to Partner are intended to be wholesale sales for resale and will be processed as tax-exempt only after Purely Eve has received documentation sufficient to support the applicable resale exemption.

Partner is solely responsible for determining, collecting, reporting, filing, and remitting all applicable sales and use taxes arising from Partner's subsequent sales of Purely Eve products.

Partner acknowledges that Purely Eve does not collect or remit sales tax on behalf of Partner or Partner's customers.

When Partner sells Purely Eve products to a retail business for further resale, Partner is responsible for determining whether that transaction qualifies as a sale for resale and for obtaining and maintaining any resale certificate or other documentation required to substantiate the tax-exempt nature of that transaction.

Partner is responsible for ensuring that all resale and tax documentation provided to Purely Eve is accurate, current, valid, and applicable to Partner's purchases and shall promptly notify Purely Eve of any expiration, suspension, revocation, or material change.

If Partner fails to provide or maintain documentation sufficient for Purely Eve to treat Partner's purchases as qualifying sales for resale, Purely Eve may suspend Partner's purchasing privileges and decline to process additional inventory orders until satisfactory documentation is provided.

Inventory is sold solely for resale through approved sales channels and not for bulk redistribution or resale through unauthorized channels.

The Company reserves the right to modify minimums as the business evolves.

Purely Eve reserves the right to refuse or cancel any wholesale order at its sole discretion.

Purely Eve does not grant exclusive geographic territories, exclusive customer lists, or exclusive rights to any Partner unless otherwise agreed to in writing.

The Company reserves the right to appoint additional Partners and retail accounts in any market.

3. Suggested Retail Pricing and Brand Protection

Pricing Protected. Partners Respected.

To preserve the luxury positioning of Purely Eve, protect our retail partners, and maintain consistent brand integrity, the Company publishes a Manufacturer's Suggested Retail Price ("MSRP") for its products.

The current MSRP for Eve Origin Serum is \$84.00.

Partners are expected to support the Company's published MSRP in all public consumer-facing advertising and marketing efforts.

Public Pricing & Advertising

To protect the Purely Eve brand and all authorized retail partners:

Products may not be publicly advertised, promoted, displayed, or marketed below the current Company-published MSRP without prior written authorization from Purely Eve.

Partners may not publicly advertise discounts, coupon codes, promotional pricing, or reduced pricing through any public sales or marketing channel unless expressly authorized by the Company in writing.

Public channels include, but are not limited to:

Public social media posts

Public Facebook or Instagram pages

TikTok

Pinterest

Public websites

Email campaigns distributed to the general public

Paid advertising

Online marketplaces

Printed advertisements

Any other publicly accessible marketing platform

Introductory Partner Promotion

To assist newly approved Partners in building an initial customer base, Purely Eve may authorize a Company-sponsored introductory promotional price.

Newly approved Partners may offer the Company-authorized introductory promotional price only during the first thirty (30) calendar days following approved application.

The introductory promotional price is established solely by Purely Eve and may not be modified by the Partner.

The introductory promotional price may only be communicated privately through direct relationship-based sales channels approved by Purely Eve.

The introductory promotional price may not be publicly advertised or displayed on publicly accessible websites, public social media pages, online marketplaces, or paid advertisements.

Upon expiration of the thirty (30) day introductory period, all public pricing and advertising shall immediately return to the Company's then-current MSRP.

Brand Protection

Partners may not falsely represent that any pricing, discount, promotion, coupon, or special offer is sponsored, approved, or endorsed by Purely Eve unless expressly authorized by the Company in writing.

Violation of this Pricing Policy or unauthorized public discounting may result in suspension or termination of Partner status.

4. Approved Sales Channels

Partners are approved to sell:

Retail businesses (spas, estheticians, boutiques)

Direct-to-consumer (in-person or events)

Approved social media platforms (private groups)

Partners may NOT:

Sell on personal websites without approval

Sell on Amazon, Walmart, eBay, or third-party marketplaces

Resell to other distributors or wholesalers

Publicly advertise pricing discounts, coupon codes, or promotional offers except as expressly authorized in writing by Purely Eve

5. Brand Representation

Partners agree to:

Represent Purely Eve in alignment with its brand standards

Use approved Purely Eve imagery, messaging, and branding

Maintain accurate product descriptions

Represent product benefits truthfully and refrain from making false, misleading, or unsubstantiated claims.

Partners agree to market products only using Company-approved education and materials.

All branding must remain:

Clean

Minimal

Luxury-aligned

Partners may not state or imply that Purely Eve products:

diagnose disease

cure disease

prevent disease

treat medical conditions

replace physician care

Partner is solely responsible for complying with all federal, state, and local advertising regulations, including FTC endorsement guidelines when promoting products through social media.

Customer Testimonials & Before/After Images

Partners may use customer testimonials, reviews, and before-and-after images only if they are truthful, authentic, and comply with all applicable advertising laws.

Partners may not:

edit or manipulate results

imply typical results without Company approval

use testimonials that make medical or drug claims

create misleading impressions regarding product performance

Approved Claims

Partners may market Purely Eve products only using current Company-approved claims and educational materials.

Partners may not make claims that would cause a cosmetic product to be represented as a drug or medical treatment under applicable law.

6. Inventory & Storage

To maintain product integrity:

Products must be stored in a cool, dry environment

Avoid excessive heat, sunlight, or improper handling

Do not sell damaged, opened, or compromised products

Product availability may change due to ingredient availability, manufacturing schedules, packaging updates, regulatory requirements, or business needs.

Partners may not:

relabel products

repackage products

decant products

combine products with other brands

alter expiration or lot information

Product Complaints & Adverse Events

Partner agrees to notify Purely Eve within twenty-four (24) hours of becoming aware of:

serious skin reactions

allergic reactions

injuries

infections

hospitalizations

product quality concerns

any customer complaint involving product safety

Partner agrees to cooperate fully with any investigation regarding product safety.

Product Recall

If Purely Eve initiates a product recall, market withdrawal, or stop-sale, Partner agrees to immediately discontinue sales of affected inventory and cooperate fully with all recall instructions.

7. Returns, Exchanges & Product Concerns

Wholesale Orders

Due to the nature of skincare products:

All wholesale orders placed by Partner with Purely Eve are final sale except for approved damaged, defective, incorrect, or missing product claims.

Partner agrees to inspect all shipments promptly upon delivery.

Shipping damage, shortages, incorrect products, or visibly defective products must be reported to Purely Eve within five (5) calendar days of delivery.

Purely Eve may require photographs, lot or batch information, proof of purchase, or other reasonable documentation to evaluate a claim.

Upon verification of an approved claim, Purely Eve may, at its discretion, replace the affected product, issue a credit toward a future Partner order, or provide another appropriate resolution.

Purely Eve is under no obligation to repurchase unsold inventory except where required by applicable law.

Any chargeback initiated without first attempting to resolve the matter directly with Purely Eve may result in suspension or termination of Partner status.

Consumer Returns, Refunds & Exchanges

Partner is an independent purchaser and reseller of Purely Eve products and is responsible for all sales made to its customers.

All consumer returns, refunds, exchanges, and other purchase-related requests must be handled directly by the Partner or retail establishment that completed the original sale.

Partner is responsible for establishing, communicating, and administering its own reasonable consumer return and exchange policy in compliance with applicable law.

Purely Eve does not process or issue refunds, returns, or exchanges directly to a Partner's customers.

Partner is responsible for refunds, exchanges, credits, or other accommodations voluntarily provided for reasons unrelated to a verified product defect, including customer preference, change of mind, buyer's remorse, or other discretionary returns.

Damaged or Defective Products Sold to Customers

If a customer reports that a Purely Eve product is damaged, defective, leaking, compromised, incorrectly packaged, or otherwise presents a potential manufacturing or packaging defect, the Partner shall remain the customer's primary point of contact.

Partner should obtain reasonable documentation of the concern, including photographs when appropriate, and promptly report the matter to Purely Eve.

Upon verification of a qualifying manufacturing, packaging, or product-quality defect for which Purely Eve is responsible, Purely Eve may, at its discretion, provide the Partner with a replacement product, credit toward a future Partner order, or another appropriate resolution.

The Partner remains responsible for communicating with and providing the appropriate resolution to its customer. Purely Eve does not issue refunds directly to the Partner's customer.

Non-Qualifying Product Issues

Purely Eve is not responsible for replacement, reimbursement, or Partner credit for product damage

or deterioration resulting from:

Improper storage or exposure to excessive heat, cold, sunlight, or moisture;

Mishandling, dropping, breakage, or other physical damage occurring after delivery;

Alteration, tampering, contamination, or misuse;

Failure to follow applicable product-use or storage instructions;

Normal cosmetic wear to exterior packaging;

Inventory maintained beyond the applicable shelf-life or recommended use period; or

Customer dissatisfaction unrelated to a verified manufacturing, packaging, or product-quality defect.

Customer Reactions & Product Safety Concerns

If a customer reports irritation, sensitivity, an allergic reaction, or another unexpected response to a Purely Eve product, Partner should advise the customer to discontinue use and shall follow the Product Complaints & Adverse Events reporting requirements contained in Section 6 of this Agreement.

Partners may not diagnose a medical condition, provide medical advice, or make representations regarding the cause of a customer's reported reaction.

Any consumer refund or exchange associated with such a report shall be handled by the Partner in accordance with its consumer return policy and applicable law.

Product Quality Documentation

Purely Eve reserves the right to request photographs, lot or batch information, proof of purchase, the affected product, or other reasonable documentation necessary to evaluate a product-quality claim.

Partner should retain the affected product when reasonably possible until Purely Eve confirms whether the product may be discarded or must be returned for evaluation.

8. Shipping

Orders are processed within 3-7 business days, unless otherwise noted by the company.

Shipping costs are the responsibility of the Partner

Tracking will be provided upon fulfillment

Partner agrees to inspect shipments upon delivery.

Any shortages, shipping damage, or incorrect products must be reported within five (5) calendar days.

Failure to report shortages, shipping damage, or incorrect products within this period may limit

Purely Eve's ability to investigate or replace such items.

9. Intellectual Property

All branding, logos, product names, and materials are the exclusive property of Purely Eve.

Partners may not:

Modify branding or packaging

Create derivative products

Use branding outside approved use

Confidential Information

Partner agrees to keep confidential all non-public Company information including:

pricing

wholesale information

training materials

business strategies

customer information

product development

future product launches

Confidentiality obligations shall survive termination of this Agreement.

10. Partner Conduct & Termination

Purely Eve reserves the right to terminate any Partner relationship if:

Brand integrity is compromised

Unauthorized sales channels are used

Misrepresentation of products occurs

Termination may occur immediately without refund of inventory

Purely Eve may suspend or terminate Partner status based on unauthorized sales channels, public misuse of a Company-authorized promotion, misleading advertising, brand misrepresentation, unlawful conduct, intellectual-property violations, or other material breaches of this Agreement.

Nothing in this Agreement requires a Partner to obtain Purely Eve's approval before independently determining the resale price of products purchased by the Partner.

Suspension

Rather than immediate termination, Purely Eve reserves the right to temporarily suspend ordering privileges, Partner status, portal access, or promotional privileges while investigating suspected violations.

11. Income Disclaimer

Purely Eve makes no representations, warranties, or guarantees regarding earnings, income, profitability, customer acquisition, or business success.

Any examples, illustrations, income scenarios, or projections are provided solely for educational purposes and should not be interpreted as typical or guaranteed results.

Individual results depend on numerous factors including, but not limited to:

effort

experience

market conditions

sales ability

business strategy

customer demand

Partners assume all business risk associated with operating their independent business.

Purely Eve does not guarantee income or sales performance.

12. Independent Business Status

Partner operates as an independent business entity and is solely responsible for:

Their own business operations

Marketing and sales efforts

Taxes, licenses, and compliance

Customer returns and complaints

Partner acknowledges they are an independent purchaser and reseller of Purely Eve products and are not an employee, agent, franchisee, joint venturer, representative, or legal partner of Purely Eve LLC.

Partner has no authority to bind, obligate, or enter into agreements on behalf of Purely Eve LLC.

Partner agrees to protect customer information in accordance with applicable privacy laws and may

not represent themselves as collecting information on behalf of Purely Eve.

Partner is solely responsible for maintaining any insurance deemed appropriate for their business operations including business liability, product liability, and event insurance where applicable.

13. Force Majeure

Neither party shall be liable for delays caused by circumstances beyond reasonable control including:

natural disasters

pandemics

labor shortages

shipping delays

supplier interruptions

governmental actions

14. Limitation of Liability

Purely Eve LLC shall not be liable for indirect, incidental, consequential, special, punitive, or lost-profit damages arising from participation in the Partner Program or the resale of products.

The Company's maximum liability shall never exceed the amount paid by Partner for the specific products giving rise to the claim.

15. Indemnification

Partner agrees to indemnify, defend, and hold harmless Purely Eve LLC from claims, damages, liabilities, costs, and expenses arising from:

Partner's breach of this Agreement

unauthorized advertising

misuse of Company materials

improper storage or handling

unlawful conduct

false product claims

This obligation survives termination of this Agreement.

16. Modifications

The Company reserves the right to update pricing, policies, and terms as needed. Partners will be

notified of any material changes.

17. Governing Law

This Agreement shall be governed by the laws of the State of Colorado without regard to conflict-of-law principles.

If any provision of this Agreement is found unenforceable, the remaining provisions shall remain in full force and effect.

18. Assignment

Partner may not assign, transfer, or sell their Partner status or this Agreement without written consent from Purely Eve.

19. Notices

Official notices under this Agreement may be provided by email or certified mail using the contact information supplied by each party.

20. Electronic Signatures

Electronic signatures and electronically accepted agreements shall have the same force and effect as original handwritten signatures.

21. Survival

The following provisions survive termination:

Intellectual Property

Confidentiality

Indemnification

Limitation of Liability

Governing Law

Payment Obligations

Agreement Acknowledgment

22. Agreement Acknowledgment

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or representations. By signing this Agreement and purchasing wholesale products from Purely Eve LLC, Partner acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions.

At Purely Eve, we believe beauty begins at its origin. Every Partner is an extension of that philosophy - preserving purity, integrity, and intention in every experience.