

PARTNERSHIP AGREEMENT

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WELCOME

See the girl over there, catching the perfect glow from the light of the golden hour? She doesn't know it, but she too, could be a Trending Face. She's just a normal girl, takes a selfie in her car, uploads it onto her socials, starts to scroll and then suddenly discovers the unexpected. It's your product featured on Trending Face. Here, she also finds other girls, just like her. Not unatainable interpretations of beauty, but real girls, with real challenges, discovering products that provide girls with real solutions. In that moment, she gains confidence, she discovers the pathway to make her beauty Trending. This is the world we are creating. We invite you to help us build it together.

We believe the strongest partnerships are built on transparency, mutual respect, and shared success. Rather than operating as a traditional retailer, Trending Face serves as a strategic growth partner, helping brands reach new customers through discovery, community, marketing, and multi-channel commerce.

This Agreement outlines the principles, responsibilities, and commercial framework that guide our partnerships.

Our objective is simple: When our brand partners grow, Trending Face grows.

Welcome to Trending Face.



Matthew Flynn
Founder and CEO

VISION

Trending Face exists to redefine how consumers discover beauty.

Our vision is to become the leading destination for beauty discovery, where consumers come first to find the next exceptional product, the next innovative brand, and the next trend shaping the future of beauty.

We believe exceptional brands should be earned, not simply listed. Through thoughtful curation, meaningful partnerships, and a commitment to quality, Trending Face is building a platform where innovative beauty brands have the opportunity to stand alongside other exceptional companies, reach new audiences, and grow with confidence.

We are building more than a commerce platform. We are creating a community where brands, creators, and consumers inspire one another through discovery, education, and shared experiences. Every partnership we establish and every decision we make is guided by a commitment to creating long-term value for both our brand partners and our community.

For consumers, our goal is simple: when someone wants to discover the next remarkable beauty product, an emerging brand, or an innovation from anywhere in the world, Trending Face should be the first place they think to look.

As we grow, our mission remains unchanged—to empower consumers through discovery, help innovative brands reach their full potential, and become the world's most trusted destination for beauty discovery.

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PARTNERSHIP APPROACH

At Trending Face, the strongest partnerships are built on shared success. Our objective goes beyond selling products. Our objective is to help exceptional beauty brands grow through meaningful, long-term collaboration.

Every brand partner becomes an extension of the Trending Face community. While each brand brings its own uniqueness and expertise, Trending Face invests in creating opportunities for discovery through content, community, marketing, and multi-channel commerce. Together, we create greater value than either of us could achieve independently.

Our partnerships are based on four core principles:

Transparency
Clear communication and straightforward commercial practices establish the foundation for this partnership. You will receive regular sales reporting, performance insights, and a clear understanding of how your business is performing within the Trending Face commerce ecosystem.

Mutual Growth
Partnerships are designed to create long-term value for both Trending Face and you, the partner. Success is measured by sustainable growth, stronger customer relationships, and shared commercial opportunities.

Collaboration
Successful partnerships are built through collaboration. Pricing strategies, promotional initiatives, product launches, creator campaigns, and future growth opportunities are developed together to support the long-term objectives of both parties.

Long-Term Relationships
Trending Face is building a trusted beauty discovery network. We seek partners committed to quality, innovation, and long-term growth while pursuing opportunities through expanded sales channels, strategic partnerships, wholesale distribution, and international expansion.

This Agreement establishes the framework for our relationship. While each partnership is tailored to the unique needs of the brand, the principles outlined in this document reflect our commitment to operating with integrity, transparency, and a shared focus on long-term success.

When our partners succeed, Trending Face succeeds. Together, we are building the future of beauty discovery.

COMMERCIAL FRAMEWORK

Partnership at a Glance

This Agreement outlines the commercial framework governing partnerships between Trending Face and its Brand Partners, including:

- Revenue-sharing partnership model
- Multi-channel product distribution
- Monthly reporting and settlements
- Inventory ownership and fulfillment responsibilities
- Pricing and promotional collaboration
- Marketing and creator partnerships
- Intellectual property and marketing rights
- Sales channel management
- Product quality and compliance
- Strategic growth opportunities, including wholesale and international expansion
- Partnership Schedule containing brand-specific commercial terms

This summary is provided for convenience only. The complete Agreement governs the rights and responsibilities of the parties.

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1. Inventory Ownership

Products are supplied by brand partners to Trending Face under a consignment-based partnership model. The products remain the property of the brand until purchased by the end customer.

Trending Face does not advance purchase, finance, or take ownership of inventory before a sale occurs. Brand partners maintain ownership of their products while inventory is held within the Trending Face fulfillment network or by its designated fulfillment partners.

2. Fees and Financial Responsibility

Trending Face is responsible for the costs associated with storing, packaging, and shipping products through its designated fulfillment partners, except as otherwise provided in this Agreement or the Partnership Schedule.

To support efficient inventory management and minimize unnecessary storage costs, brand partners are encouraged to provide an initial inventory level based on anticipated demand. Trending Face recommends beginning with an inventory level designed to support approximately 30 days of expected demand and adjusting future inventory levels based on sales performance and customer demand.

Initial inventory delivery to the designated Trending Face fulfillment facility is the responsibility of the brand partner. Trending Face recommends that initial inventory be shipped within two weeks of partnership approval to support timely product availability.

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3. Revenue Share and Brand Compensation

Trending Face partners with brands through a transparent revenue-sharing model designed to create long-term value for both parties. Rather than purchasing inventory outright, Trending Face invests in building and operating a multi-channel commerce ecosystem that connects brands with new customers through discovery, marketing, fulfillment, customer service, and commerce.

Brand Partners receive an agreed percentage of Net Sales generated through the Trending Face commerce network. For the purposes of this Agreement, Net Sales are defined as Gross Sales less applicable refunds, approved discounts, and any mutually agreed adjustments.

Revenue share is calculated based on the Brand Partner's total Net Sales generated during each monthly settlement period rather than on individual product sales. This approach provides a transparent, scalable, and efficient method of calculating partnership revenue across multiple products, categories, and sales channels.

The revenue share percentage is determined collaboratively between Trending Face and the Brand Partner based on factors including:

- Product category
- MSRP and pricing strategy
- Brand positioning
- Expected sales volume
- Operational and fulfillment costs
- Marketing and customer acquisition investment
- Strategic partnership objectives

Trending Face manages and invests in the infrastructure required to operate the commerce ecosystem, including, but not limited to:

- Product storage
- Inventory management
- Order fulfillment
- Packaging and shipping

- Payment processing
- Customer service
- Technology and platform operations
- Marketing and promotional activities
- Marketplace management
- Multi-channel commerce operations

These investments enable Brand Partners to reach new customers and expand across multiple sales channels without the need to independently build and manage their own commerce infrastructure.

The final revenue share percentages shall be established by mutual agreement and documented within the Partnership Schedule, which forms part of this Agreement.

4. How Often Brands Are Paid

Trending Face provides each brand partner with a monthly sales statement detailing products sold during the settlement period, net sales, applicable adjustments, and the resulting revenue share.

Payments are issued on a monthly basis in accordance with the agreed partnership terms. Each settlement includes a transparent breakdown of sales activity, providing brand partners with a clear understanding of product performance and revenue generated through the Trending Face commerce network.

A monthly statement will include:

- Units sold
- Gross sales
- Net sales
- Applicable adjustments
- Revenue share calculation
- Inventory remaining
- Payment amount

Trending Face may periodically provide additional performance reports that include insights such as:

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- Customer purchasing trends
- Repeat purchase behavior
- Seasonal demand
- Emerging product categories
- Cross-shopping patterns (e.g., customers who bought Product A also purchased Product B)
- Best-selling products
- Sell-through rate
- Inventory days remaining
- Top sales channels (TrendingFace.com, Amazon, TikTok Shop, etc.)
- Customer ratings and reviews

5. Product Returns Responsibility

The Trending Face Customer Return Policy forms part of this partnership and can be viewed by clicking here. Due to the nature of cosmetic and personal care products, Trending Face generally does not accept returns or provide refunds for products purchased through the Trending Face commerce network. If a product arrives damaged or there is a verified fulfillment issue, Trending Face will review the matter on a case-by-case basis to determine the appropriate resolution. Trending Face manages all customer service relating to returns, refunds, and damaged product claims. Where applicable, Trending Face will coordinate with its fulfillment partners and, if necessary, the brand partner to resolve verified issues.

If Trending Face determines that a product arrived damaged due to a verified fulfillment or shipping issue, a store credit equal to the purchase price of the affected product(s), excluding taxes and shipping charges, may be issued in accordance with the Trending Face Customer Return Policy.

Where damage is determined to have occurred during storage, handling, or fulfillment, Trending Face will work directly with its fulfillment partner to investigate the issue and pursue any applicable reimbursement or corrective action.

6. Pricing and Promotional Authority

Trending Face believes successful partnerships are built by balancing the goals of both the brand partner and the Trending Face commerce network.

Brands invest significant time and resources into developing their products, positioning, and customer relationships. Trending Face is committed to protecting and strengthening that brand value while maintaining the flexibility needed to effectively market, promote, and sell products across multiple shopping channels.

Product pricing is established collaboratively between Trending Face and the brand partner. Trending Face will respect the brand's established pricing strategy and work within agreed pricing guidelines, including MSRP and any applicable minimum advertised pricing requirements.

Trending Face may recommend promotional opportunities, marketing campaigns, and sales initiatives based on customer demand, market conditions, competitive insights, and sales performance. Any promotional strategy will be designed to increase product discovery, drive customer engagement, and create additional sales opportunities while protecting the long-term value of the brand.

Pricing and Promotional Guidelines

Each brand partnership will establish:

- MSRP and pricing guidelines
- Minimum advertised pricing requirements, if applicable
- Approved promotional strategies
- Discount parameters
- Seasonal campaigns
- Product launch opportunities

7. Payment Processing and Settlement

Payments are issued monthly in accordance with the agreed partnership terms using a mutually approved payment method, which may include electronic bank transfer, wire transfer, or another approved payment solution.

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For international Brand Partners, the parties will establish appropriate payment methods and currency arrangements during onboarding. Applicable banking fees, currency conversion considerations, payment currency, and required documentation will be addressed in the Partnership Schedule or otherwise agreed in writing.

A. Brand Protection & Relationship Management

8. Brand Assets and Marketing Rights

Brand partners authorize Trending Face to use approved brand assets, including product images, videos, descriptions, logos, trademarks, and other marketing materials, for the purpose of marketing, promoting, and selling products through the Trending Face commerce network and associated marketing channels.

Trending Face may incorporate, adapt, repurpose, and distribute approved brand-created content across its owned channels, commerce platforms, social media channels, advertising initiatives, email marketing, creator collaborations, and other promotional activities designed to increase product discovery and customer engagement.

Brand partners retain ownership of their intellectual property and marketing materials. Trending Face's use of such materials is limited to activities supporting the promotion, sale, and growth of the brand's products through the Trending Face commerce ecosystem and will work alongside the brand’s guidelines.

9. Creator and Community Marketing Opportunities

Trending Face may utilize creators, brand ambassadors, community members, and other marketing partners to support product discovery, brand awareness, customer engagement, and promotional initiatives. Where appropriate, Trending Face may collaborate with brand partners to provide product samples, marketing materials, and brand resources to support content creation and consumer engagement.

Specific creator, ambassador, and community marketing initiatives may be established separately based on campaign objectives, brand requirements, and available opportunities.

Where Trending Face commissions or coordinates the creation of marketing content through creators, ambassadors, or other marketing partners, the ownership and usage rights of such content will be governed by separate creator or campaign agreements. Trending Face may use approved content created through these initiatives to promote brand partner products across the Trending Face commerce ecosystem.

10. Product Information and Brand Responsibilities

Brand partners are responsible for ensuring all product information supplied to Trending Face is accurate, complete, and compliant with applicable regulations.

11. Product Quality and Regulatory Compliance

Brand partners represent that all products supplied to Trending Face are authentic, legally authorized for sale, and compliant with applicable laws and regulations.

B. Inventory & Operations

12. Inventory Management and Replenishment

Trending Face will provide inventory reporting and sales insights to assist brand partners in maintaining appropriate inventory levels. Brand partners are responsible for replenishing inventory based on agreed availability requirements.

13. Sales Channel Management

Trending Face may distribute products through its owned channels and approved third-party commerce channels, including but not limited to TrendingFace.com, Amazon, Google Shopping, social commerce platforms, and future digital sales channels.

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C. Business Relationship Terms

14. Partnership Term and Termination

Either party may terminate the partnership with written notice according to the terms established in the Brand Partnership Agreement.

15. Inventory Return Upon Termination

Upon termination, remaining inventory may be returned to the brand partner, subject to applicable fulfillment, storage, and shipping costs.

16. Data and Customer Insights

Trending Face may provide aggregated consumer insights and sales performance data to brand partners to support product development, marketing, and growth initiatives.

17. Strategic Growth Opportunities

As the partnership develops, opportunities may arise beyond the ordinary sale of products through the Trending Face commerce network, including wholesale distribution, retail partnerships, marketplace expansion, international distribution, creator collaborations, and other strategic commercial opportunities.

Where a business opportunity is generated directly through Trending Face's marketing activities, platform, community, business development efforts, introductions, or commercial relationships, Trending Face and the Brand Partner agree to negotiate in good faith the commercial structure under which that opportunity will be pursued.

Where mutually agreed, Trending Face may serve as the Brand Partner's representative, distributor, or strategic commercial partner for the applicable opportunity.

The commercial terms governing such opportunities, including any applicable commissions, revenue sharing, distribution rights, territories, responsibilities, or exclusivity arrangements, shall be documented separately in the Partnership Schedule or an executed addendum.



GENERAL PROVISIONS

18. Brand Representations and Warranties

The Brand Partner represents and warrants that it owns, or has the legal right to use and distribute, all products, trademarks, logos, images, marketing materials, and other intellectual property supplied to Trending Face. The Brand Partner further represents that all products supplied under this Agreement are authentic, accurately labeled, manufactured in accordance with applicable industry standards, and comply with all applicable laws and regulations in the jurisdictions where they are marketed and sold.

19. Product Liability and Indemnification

The Brand Partner accepts full responsibility for the manufacture, formulation, ingredients, labeling, packaging, regulatory compliance, safety, quality, and performance of its products.

The Brand Partner agrees to defend, indemnify, and hold harmless Trending Alpha LLC (doing business as Trending Face), its officers, directors, employees, affiliates, contractors, and agents from any claims, liabilities, damages, losses, costs, or expenses arising from or relating to the Brand Partner's products, including but not limited to product defects, contamination, manufacturing issues, regulatory violations, intellectual property infringement, inaccurate product information, product recalls, or claims involving personal injury, allergic reactions, illness, or other adverse effects resulting from the use of the products, except to the extent caused by the gross negligence or willful misconduct of Trending Face.

20. Product Recall and Regulatory Action

If any product supplied by the Brand Partner becomes subject to a product recall, regulatory investigation, safety concern, or government enforcement action, the Brand Partner shall promptly notify Trending Face and

cooperate fully in managing the removal of affected products from sale. Unless otherwise agreed in writing, the Brand Partner shall remain responsible for all costs, liabilities, and obligations arising directly from the recall, regulatory action, or product defect.

21. No Guarantee of Commercial Performance

Trending Face will use commercially reasonable efforts to market, promote, and distribute the Brand Partner's products throughout the Trending Face commerce ecosystem.

The Brand Partner acknowledges that Trending Face does not guarantee minimum sales volumes, revenue, customer acquisition, wholesale opportunities, marketplace placement, international expansion, or any particular level of commercial success.

22. Commercial Reasonableness and Business Discretion

Trending Face shall operate its commerce ecosystem in good faith and in a commercially reasonable manner consistent with its business objectives. The Brand Partner acknowledges that merchandising decisions, homepage placement, product selection, creator collaborations, promotional timing, marketing strategies, channel allocation, advertising initiatives, marketplace participation, and other operational decisions remain within the reasonable business judgment of Trending Face and shall not, by themselves, constitute a breach of this Agreement, provided such decisions are made in good faith.

23. Insurance

The Brand Partner represents that it maintains commercially reasonable product liability insurance, or comparable financial resources sufficient to satisfy its obligations under this Agreement, where commercially appropriate and as required by applicable law.

Trending Face may request reasonable evidence of such coverage where necessary to support marketplace requirements, wholesale opportunities, or regulatory compliance.

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24. Confidentiality

Both parties agree to maintain the confidentiality of all non-public information exchanged during the course of the partnership, including commercial terms, pricing, sales performance, business strategies, financial information, customer insights, marketing plans, and other confidential business information.

Neither party shall disclose such information to any third party except where required by law or with the prior written consent of the other party.

25. Limitation of Liability

Except in cases of fraud, gross negligence, willful misconduct, or obligations expressly assumed under this Agreement, neither party shall be liable to the other for any indirect, incidental, consequential, special, exemplary, or punitive damages, including loss of anticipated profits, business opportunities, goodwill, or future revenue arising from or relating to this Agreement.

26. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement where such delay or failure results from events beyond its reasonable control, including natural disasters, pandemics, war, terrorism, labor disputes, governmental actions, transportation disruptions, supply chain interruptions, utility failures, or other unforeseen events beyond the reasonable control of the affected party.

27. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles. Any legal action arising from or relating to this Agreement shall be brought exclusively in the state or federal courts located in Harris County, Texas, unless otherwise agreed in writing by both parties.

28. Entire Agreement and Amendments

This Agreement, together with the Partnership Schedule and any executed addenda, constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all prior discussions, negotiations, proposals, or understandings.

No amendment or modification of this Agreement shall be effective unless made in writing and signed by authorized representatives of both parties.

29. Independent Relationship of the Parties

Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, agency, franchise, employment relationship, or fiduciary relationship between Trending Face and the Brand Partner.

Each party remains an independent business entity responsible for its own operations, obligations, employees, taxes, and business decisions.

30. Acceptance

By signing this Agreement, the parties acknowledge that they have read, understood, and agree to be bound by the terms and conditions contained within this Agreement, the accompanying Partnership Schedule, and any future written addenda executed by both parties.

31. Commercial Opportunities and Non-Circumvention

Trending Face invests significant time, resources, industry relationships, and business development efforts to create commercial opportunities for its Brand Partners. These opportunities may include, but are not limited to, wholesale distribution, retail partnerships, strategic collaborations, marketplace expansion, international distribution, creator partnerships, and introductions to prospective customers, distributors, retailers, or other commercial partners.

Where a commercial opportunity is generated primarily through the efforts, relationships, marketing activities, introductions, or business development initiatives of Trending Face, the Brand Partner agrees to work with Trending Face in good faith regarding the structure and execution of that opportunity.

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During the term of this Agreement, and for a period of twelve (12) months following its termination, the Brand Partner shall not knowingly circumvent Trending Face by directly pursuing or completing a commercial opportunity that was introduced or substantially developed through Trending Face's efforts without the prior written agreement of Trending Face.

Nothing in this provision shall restrict the Brand Partner from pursuing business opportunities that were independently established prior to the introduction by Trending Face or that were developed independently without the involvement of Trending Face.

The parties acknowledge that this provision is intended to protect the investments made by Trending Face in developing commercial opportunities while supporting a relationship founded on transparency, collaboration, and mutual growth.

PARTNERSHIP SCHEDULE

This schedule forms part of the Trending Face Brand Partnership Agreement and sets out the commercial terms agreed between Trending Face and the Brand Partner.

A. Brand Information

- Brand Name _____
- Company Name _____
- Primary Contact _____
- Title _____
- Email _____
- Phone _____
- Business Address _____

  _____
- Country _____

B. Commercial Terms

- Effective Date _____
- Partnership Term _____ year(s)
- Revenue Share
  - Trending Face: ____ %
  - Brand Partner: ____ %
- Monthly Settlement Date
- Approved Payment Method
- Payment Currency _____ USD _____

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C. Products

- Product List, descriptions, specifications provided by the brand
- Inventory Commitment _____ days of inventory
- Inventory Replenishment Contact (if different from above)

  Name _____

  Email _____

D. Pricing (brand partner to include applicable items as attachments)

- MSRP Guidelines
- MAP Policy (if applicable)
- Promotional Approval Requirements
- Approved Promotional Parameters

E. Sales Channels

Sales channels will include, but are not limited to the below. Any restrictions on the brand's presence on these channels can be addressed individually:

- TrendingFace.com
- Amazon
- Google Shopping
- Instagram Shop
- Facebook Shop
- TikTok Shop
- Shop App
- Other: _____

F. Marketing

The brand partner will provide its brand guidelines. It is agreed that Trending Face will use the brand's marketing content on its own marketing channels. Trending Face is allowed to create marketing material with the brand's logo and products within the brand guidelines.

Creator samples are provided by the brand partner. Specific quanities can be discussed on a case-by-case basis.

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G. Authorized Signatures

Trending Alpha LLC
(DBA Trending Face)

Name Matthew Flynn

Title Founder and CEO

Signature 

Date _____

Company Name _____

Brand Name _____

Name _____

Title _____

Signature _____

Date _____



TRENDING ♥ FACE

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