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Age Verification Policy

1. Retailer's Agreement to Age Verification Policy

- (a) JUUL Labs only permits those retailers who are its authorised retailers to sell JUUL Labs products. These authorised retailers are referred to as the "**Retailers**" in this Age Verification Policy ("**AV Policy**").
- (b) It is illegal to sell JUUL Labs products to consumers under the age of 18 years. It is also illegal for an adult to try and buy JUUL Labs products on behalf of a consumer who is under the age of 18 years.
- (c) All Retailers when selling JUUL Labs products must:
 - (i) comply with and implement this AV Policy, as it may be updated and amended from time to time;
 - (ii) conduct robust age verification checks, whether such sales are being made to consumers at a physical point of sale or online.
- (d) By selling JUUL Labs products, the Retailer agrees to comply with this AV Policy.
- (e) Any retailer who does not agree to comply with this AV Policy cannot become a Retailer and should not sell JUUL Labs products.
- (f) Breach of this AV Policy in any of the Retailer's stores selling JUUL Labs products and/or on its website can result in suspension of the offending store(s)/website and/or termination of supply of JUUL Labs products to the offending store(s)/website, as provided for in this AV Policy. JUUL Labs' rights under this AV Policy are without limitation to any other rights it may have in respect of the Retailer, whether under contract or at law.

2. Age Verification Requirements

- (a) **In store sales**: The Retailer must comply with the following age verification requirements in respect of all sales of JUUL Labs products in the Retailer's store(s):
 - (i) All stores to undertake ID checks on all customers who appear to be younger than 18 years of age on each sale of JUUL Labs products (including, without limitation, on self-service check-out), in compliance with relevant laws and regulations.
 - (ii) All stores to display appropriate signage to notify customers that products containing nicotine cannot be sold to persons under 18 years of age.
 - (iii) The Retailer to permit and enable mystery shopping to take place in its store(s).



- (iv) The Retailer and its store(s) to comply with all applicable laws, rules, regulations and policies which relate and/or apply to the promotion and sale of JUUL Labs products.
- (v) The Retailer to take immediate action to remedy any failure to comply with the requirements set out above when brought to its attention.
- (b) **Online sales:** The Retailer must comply with the following age verification requirements in respect of all sales of JUUL Labs products online (unless an alternative procedure is otherwise agreed in writing with JUUL Labs):
 - (i) Verify the identity and age of each customer either at the time the customer creates an account with the Retailer, or immediately prior to each checkout made by the customer when JUUL Labs products are included within the purchase.
 - (ii) Verification to include 2 forms of age/ID verification. A combination of any of the following 2 forms of age/ID verification are permitted: Government issued ID such as passport or driving licence, search of a Government-operated database, search of a credit agency database, "selfie" photograph, signature and age verification check on delivery.
- (c) **Failure to comply:** Should the Retailer fail to comply with the age verification requirements above, JUUL Labs will be entitled to take appropriate enforcement action as provided for in this AV Policy.

3. Enforcement of AV Policy

- (a) JUUL Labs and/or (where applicable) the authorised distributor from whom the Retailer purchases the JUUL Labs products (the "**Authorised Distributor**") shall be entitled to measure the Retailer's compliance with this AV Policy by such methods as JUUL Labs from time to time determines in its sole discretion, including (without limitation) by undertaking:
 - (i) **Mystery shopping:** A 3rd party independent agency conducts a mystery shopping programme on behalf of JUUL Labs and/or its Authorised Distributor. Consumers between the ages of 18 and 21 years old shop for JUUL Labs products to verify whether the age verification checks are being enforced in the Retailer's store(s). The mystery shopper will track whether photo ID is requested and checked prior to purchase.
 - (ii) **Online Purchase:** Where the Retailer makes online sales of JUUL Labs products, JUUL Labs shall monitor and test the Retailer's website to verify whether age verification is being completed in accordance with the terms of this AV Policy.
- (b) If JUUL Labs and/or its Authorised Distributor determine that a Retailer has operated in breach of this AV Policy, it shall be entitled to respond as provided for below in this section 3.



(c) **In store failure to comply with age verification requirements:**

	Age Verification Check Result	Action
Check 1	Fail	Verbal warning to Retailer
Check 2	Fail	Written warning to Retailer
Check 3	Fail	Retailer's store suspended for 90 days

- (i) If any of the Retailer's stores fails to comply with the age verification requirements on three (3) or more consecutive occasions, then JUUL Labs and/or the Authorised Distributor shall be entitled to require the Retailer to cease sales of JUUL Labs products in the offending store(s) for a suspension period of ninety (90) days. In such circumstances, JUUL Labs and/or the Distributor shall be entitled to procure the cessation of all further sales and supplies of JUUL Labs products to the Retailer (including the delivery of any orders for JUUL Labs products which are yet to be supplied to the Retailer) for the offending store(s) during the suspension period.
- (ii) Upon receipt of a store suspension letter from (or on behalf of) JUUL Labs and/or the Authorised Distributor, the Retailer shall immediately cease making sales of JUUL Labs products in the offending store(s) for the duration of the suspension period and may require the offending store(s) to participate in a Training and Education Programme ("**TEP**") as provided for in section 4 below.
- (iii) If the Retailer has a number of stores authorised to sell JUUL Labs products, only those offending stores listed in the store suspension letter shall be subject to the suspension (e.g. if the Retailer has 100 stores and only 2 stores fail 3 rounds of age verification checks, the remaining 98 stores can continue selling JUUL Labs products, but the 2 offending stores who have failed the age verification checks must be suspended).
- (iv) Following expiry of a suspension period for a Retailer's store, the Retailer shall be entitled to recommence selling the JUUL Labs products in that suspended store upon JUUL Labs and/or the Authorised Distributor confirming in writing to the Retailer that it is satisfied (acting reasonably) that the Retailer has taken such actions as are reasonably necessary to ensure that further sales of the JUUL Labs products in such store shall be in compliance with this AV Policy.
- (v) Should a Retailer's store(s) following a suspension period fail to comply with the age verification requirements on any further occasion(s), without limitation to its other rights and remedies, JUUL Labs and/or the Authorised Distributor shall be entitled either to:
 - (1) apply a further suspension period and require that the Retailer ceases sales of the JUUL Labs products in the offending store(s) for a further suspension



period of ninety (90) days, and the provisions of sections 3(c)(i), (ii) and (iv) shall apply; or

- (2) terminate the offending store(s) from being authorised to sell JUUL Labs products and require the cessation of all further supply of JUUL Labs products to such offending store(s).

(d) **Online failure to comply with age verification requirements:**

	Age Verification Check Result	Action
Check 1	Fail	Verbal warning to Retailer
Check 2	Fail	Written warning to Retailer
Check 3	Fail	Retailer's online sales suspended for 90 days

- (i) If the Retailer fails to comply with the online age verification requirements on three (3) or more consecutive occasions, then (without limitation to its other rights and remedies) JUUL Labs shall be entitled to require the Retailer to cease sales of JUUL products on its website for a suspension period of ninety (90) days.
- (ii) Upon receipt of an online sales suspension letter from (or on behalf of) JUUL Labs, the Retailer shall immediately cease making sales of JUUL Labs products on its website for the suspension period.
- (iii) Following expiry of a suspension period for a Retailer's website, the Retailer shall be entitled to recommence online selling of the JUUL Labs products on its website upon JUUL Labs confirming in writing to the Retailer that it is satisfied (acting reasonably) that the Retailer has taken such actions as are reasonably necessary to ensure that it complies with the age verification requirements in this AV Policy in respect of the online sale of JUUL Labs products on its website.
- (iv) Should the Retailer fail to comply with the age verification requirements on any further occasion in respect of sales of JUUL Labs products on its website, JUUL Labs shall be entitled either to:
 - (1) apply a further suspension period and require that the Retailer cease sales of the JUUL Labs products on its website for a further suspension period of ninety (90) days, and the provisions of sections 3(d)(i), (ii) and (iii) shall apply; or
 - (2) terminate the Retailer's authorisation to sell JUUL Labs products online and cease to supply, or require the cessation of supply, of JUUL Labs products for sale by the Retailer online.



4. Proactive Training and Education Programme ("TEP")

- (a) JUUL Labs and/or the Authorised Distributor will run a programme to assist and support Retailers to improve their age verification compliance performance and raise awareness of the importance of compliance with the age verification requirements amongst their employees.
- (b) All stores in respect of which a Retailer has received a verbal warning and/or written warning for failure to comply with the AV Policy shall automatically be included within the TEP.
- (c) The TEP will include proactive engagement by JUUL Labs and/or the Authorised Distributor with the managers of the stores by undertaking, for example, some or all of the following activities:
 - Delivery of free of charge age verification POS materials which the Retailer shall ensure are displayed in store.
 - Delivery of a store staff briefing and/or online training on age verification
 - Delivery and/or hosting of age verification training events and/or road shows.



Retailer Sales Policy

Retailer's Obligations

- 1.1 Compliance with all applicable laws: The Retailer shall comply with all applicable laws, statutes, regulations and codes from time to time in force in respect of the sale of the JUUL Labs products (the "**Products**"), including (without limitation) (a) the Tobacco Products Directive 2014/14/EU as enacted into English law by the Tobacco and Related Products Regulations 2016 (the "**TPD**"); (b) the Privacy and Electronic Communications (EC Directive) Regulations 2003, the General Data Protection Regulation ("**GDPR**"), and the Data Protection Act 2018 (together the "**Data Protection Laws**"); and (c) applicable consumer protection laws (as the same may be updated, amended and modified from time to time). JUUL Labs may monitor the Retailer's compliance with this obligation.
- 1.2 Purchase Of Products: The Retailer shall only purchase the Products from (a) JUUL Labs; or (b) JUUL Labs authorised distributors and wholesalers ("**Authorised Distributors**"), or (c) other JUUL Labs authorised retailers ("**Authorised Retailers**") selling at any level of the distribution chain. Details of Authorised Retailers and Authorised Distributors can be found on the JUUL Labs Authorised Retailer portal (the "**D2R Platform**").
- 1.3 Sale of Products: The Retailer shall:
 - 1.3.1 only sell Products to individual end consumers (aged 18 years and over) and to other Authorised Retailers and Authorised Distributors;
 - 1.3.2 rotate the Products on a "first in, first out" basis and store/display them in a cool, dry place;
 - 1.3.3 permit the Distributor's and/or JUUL Labs' authorised representatives to have access to the Retailer's stores to inspect and (if necessary) rotate the Products and ensure that the Products have not been modified or tampered with;
 - 1.3.4 only use official JUUL Labs produced and supplied promotional materials and display units with the Products and no other promotional materials or display units whatsoever.
- 1.4 Restrictions on sale of Products: The Retailer shall **not**:
 - 1.4.1 sell the Products to any person under the age of 18 years of age (any such sales would be in violation of the TPD and constitute a criminal activity);
 - 1.4.2 alter, modify or otherwise tamper with any of the Products;
 - 1.4.3 without the prior written approval of JUUL Labs, re-SKU or bundle the Products or make available, or otherwise use or exploit, any Product for any contests, sweepstakes and/or giveaways (or similar events);



- 1.4.4 promote, display, or demonstrate non-JUUL Labs products together with the Products in a manner that could reasonably create the impression that the non-JUUL Labs products are made by, endorsed by or associated with JUUL Labs;
 - 1.4.5 sell, supply or otherwise make available for use with the Products any third party products which are not official JUUL Labs Products, for example USB chargers for use with JUUL Labs devices which are not the official JUUL Labs USB charger, or pods for use with the JUUL Labs devices which are not the official JUULpods;
 - 1.4.6 sell the Products to customers based outside of European Economic Area, Switzerland, and/or the United Kingdom (the "**Territory**");
 - 1.4.7 sell the Products on any e-commerce enabled website to any customers based outside the Territory;
 - 1.4.8 sell the Products (a) to persons for sale on third party marketplace websites which do not implement robust age verification policies that comply with the age verification requirements in the Age Verification Policy; (b) to unauthorised B2B accounts; and/or (c) to freight forwarders for other retailers;
 - 1.4.9 sell the Products from a physical retail location outside the UK (the "**Assigned Territory**");
 - 1.4.10 sell the Products outside the Assigned Territory but within the Territory, including for the avoidance of doubt Switzerland, whether by way of e-commerce enabled website or otherwise, without complying with the requirements of clause 1.7;
 - 1.4.11 make any representations or give any warranties or guarantees in respect of the Products unless these have been expressly agreed to in advance and in writing by JUUL Labs.
- 1.5 Limitation on sales volumes: Retailers shall place a limit on the purchase by individual consumers of two (2) or more JUUL device units or thirty two (32) or more JUULpods (8 packs of 4 pods) purchases in a single transaction and, in respect of sales of Products made online, shall place the additional limit on volume of purchase as provided for in clause 2.2.7.
- 1.6 Maximum sales price: The Retailer is free to determine its sales prices for the Products provided that it does not sell the Products at a price in excess of the applicable maximum retail prices for the Products as set out on the D2R Platform or advised from time to time by the Retailer's Authorised Distributor.
- 1.7 Packaging: The Retailer's removal of the Products from their packaging and resale of them, or any part of them, in different packaging is strictly prohibited unless undertaken in strict compliance with all applicable laws and specifically agreed in advance and in writing by an authorised representative of JUUL Labs and provided that (a) the repackaging is necessary in order to sell the Products outside of the Assigned Territory; (b) the repackaging does not affect the original condition of the Products inside the



packaging; (c) the new packaging clearly states who repackaged the Products and clearly sets out the JUUL Labs trademark as on the original packaging; (d) the presentation of the repackaged Products is not liable to damage the reputation of JUUL Labs; and (e) the Retailer gives notice to JUUL Labs before a repackaged Product is put on sale, and on demand will supply JUUL Labs with a specimen of the repackaged Product. Reselling the Products under a different name is strictly prohibited and never permissible.

- 1.8 Collection of customer details: The Retailer shall use its best efforts to maintain an internal database to obtain the following information from the customer (if available from the purchase activity): customer name, customer address, customer phone, batch code, and dates of the transaction. The customer information is not required to be transferred to any person or entity, however, it should be retained and used to identify suspicious purchase patterns. The Retailer should have a written policy to reduce any transaction quantity to below the applicable threshold set forth above. The Retailer shall ensure that all such data is processed in accordance with the Data Protection Laws and that it provides to the customer a fair processing notice that is compliant with Article 13 of the GDPR before that customer's information is added to the database.
- 1.9 Inspections: The Retailer's Authorised Distributor, JUUL Labs and/or their respective authorised representatives may undertake inspections and spot checks of the Retailer's stores to verify compliance with this policy and with the Age Verification Policy, including by conducting mystery shop checks. The Retailer shall not prevent any such activities.
- 1.10 Product complaints: The Retailer shall collect, document and forward to its Authorised Distributor all Product complaints which it receives, save in respect of any which relate to a risk of injury and/or harm to the safety or security of persons, in which circumstances the Retailer must contact JUUL Labs immediately.

2. **Online Sales Terms**

- 2.1 Due to the nature of the Products and the requirement for them to be sold in compliance with the TPD and the Age Verification Policy, should the Retailer wish to make online sales of the Products it must notify JUUL Labs in advance of doing so and obtain its prior written authorisation to do so.
- 2.2 A Retailer shall be granted authorisation to sell the Products online provided that the Retailer, and its website for sale of the Products, are operating in compliance with the Age Verification Policy and the following Online Sales Terms:
 - 2.2.1 No sales to unauthorised retailers, distributors or wholesalers, or third party websites: The Retailer shall not make any online sales of Products: (a) to any retailers who are not Authorised Retailers; (b) to any distributors or wholesalers who are not Authorised Distributors; (c) via any third party websites or platforms that do not implement robust age verification policies that comply with the age verification requirements in the Age Verification Policy; (d) via direct messages on forums or social media.
 - 2.2.2 Online payment system: The Retailer shall have in place a secure payment system for online sales and an online after-sales help desk for the Products.



- 2.2.3 Online customer returns: The Retailer shall cover the customers' costs of return of the Products.
- 2.2.4 Age Verification Policy: The Retailer's website shall undertake age verification in compliance with JUUL Labs' Age Verification Policy.
- 2.2.5 Security measures and fraud protection: The Retailer's website shall have industry-standard online security and fraud protection measures in place, including customer fraud resolution procedures for online sales and Territory shipping restrictions (i.e. applicable laws, rules, regulations, and policies related to advertising, sale, and marketing of the Products).
- 2.2.6 No customer confusion: The Retailer shall not promote, display or demonstrate on its website non-JUUL Labs products together with Products in a manner that could reasonably create the impression that any non-JUUL Labs products are made by, endorsed by and/or associated with JUUL Labs.
- 2.2.7 Personal limit: There shall be a limit on sales for an individual's personal use of:
- (a) two (2) or more JUUL device units or thirty two (32) or more JUULpods (8 packs of 4 pods) purchases in a single transaction; and
 - (b) two (2) or more device units or sixty (64) (16 packs of 4 pods) or more JUULpods purchased online by the same individual within any consecutive thirty (30) day period.
- 2.2.8 Pricing: The Retailer shall clearly display the Product prices on the website, including VAT and delivery charges.
- 2.2.9 Bundling: There shall be no bundling of the Products on the Retailer's website.
- 2.2.10 Counterfeits: The Retailer shall not list or sell any product that infringes, or is likely to infringe, any intellectual property rights of JUUL Labs. The Retailer agrees to remove immediately any online product listing on its website that JUUL Labs identifies, or which the Retailer reasonably suspects, infringes or is likely to infringe any intellectual property rights of JUUL Labs.
- 2.2.11 Data Protection Laws: The Retailer shall be compliant with the Data Protection Laws in operating its website and collecting, storing and processing personal data in connection with the sale of the Products.
- 2.2.12 TM Guidelines: All Products must be listed on the Retailer's website at all time by their given Product brand names and in accordance with the TM Guidelines (see section 3 below) and/or as otherwise confirmed by JUUL Labs from time to time, for example the pods are to be referred to as the "JUULpods".
- 2.3 Audit of compliance with online sales terms: JUUL Labs may review the Retailer's compliance with the Online Sales Terms. Without limitation to its other rights and remedies, JUUL Labs shall be entitled to revoke its authorisation to the Retailer to sell the Products online, and the Retailer shall with immediate effect cease online sales of



the Products, if JUUL Labs determines that the Retailer is in breach of any term of the Online Sales Terms and fails to remedy the breach within seven (7) days of written request to do so from JUUL Labs. In particular, JUUL Labs will monitor compliance with the Age Verification Policy.

3. **JUUL Labs Intellectual Property**

3.1 JUUL Labs retains ownership of its trade marks, copyright, patents and other intellectual property rights (the "**JUUL IPRs**"). The Retailer has no right to use any JUUL IPRs other than as expressly permitted to do so in writing from JUUL Labs.

4. The Retailer shall comply with JUUL Labs' guidelines and policies on use of the JUUL IPRs as accessible on JUUL Labs' website at <https://www.juul.co.uk/tm-guide>, as the same may be updated, amended and/or replaced from time to time by JUUL Labs (the "**TM Guidelines**") and refer to the Products at all times by their given brand names, for example the pods are to be referred to as the "JUULpods"

4.1 The Retailer shall strictly follow any other written instructions from time to time received from JUUL Labs in relation to its use of the JUUL IPRs.

4.2 Setting up businesses, registering domain names, and/or adopting social media usernames that contain any JUUL IPRs, or that create the impression that the Retailer is directly affiliated with JUUL Labs is strictly prohibited and the Retailer shall not participate in any such activity.