



The Preferred Choice

BIDI™ VAPOR

WHOLESALE PLEDGE TERMS

This document contains the terms and conditions for the Bidi™ Vapor Wholesaler Pledge on purchasing and distributing of the Bidi™ Sticks.

Eligibility and Inclusion

The terms of this pledge are open to the acknowledged and authorised wholesaler partners of Bidi™ Vapor. All wholesalers who buy Bidi™ Vapor's Bidi™ Stick are bound to the terms and conditions of this pledge.

Pledging in the Terms

Bidi™ Vapor commits to its responsible marketing with only adult smokers as our intended audience. All wholesalers working with Bidi™ Vapor must share the same responsibility in preventing youth access to this product. Bidi™ Vapor strictly steers away from underage access and use in support of the current laws on vaping.

Thus, it is essential for Bidi™ Vapor and its wholesale partners to maintain the competitive capabilities necessary to achieve the effective distribution of Bidi™ Vapor products to its intended users and to assure continued protection of the integrity of Bidi™ Vapor products.

Compliance with Federal, State, and Local Laws

All wholesalers are obligated to maintain compliance with all applicable Federal, State, Local laws and regulations, including:

- The European Tobacco Products Directive
- Tobacco and Related Products Regulations 2016
- UK Tax Programs



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Product Selling to Wholesale Partners

All Bidi™ Vapor wholesalers shall agree to abide by all the law requirements of the United Kingdom with regards to distributing tobacco products. These include:

- Providing samples to businesses in quantities sufficient to advance a business purpose
- Providing written assurances from the recipient that the product will be used for business purposes and not further distributed or sold
- Non-alteration of Bidi™ Vapor's labels or advertising without express permission
- Agreeing to abide by all the European Tobacco Products Directive and Tobacco and Related Products Regulations 2016 requirements regarding advertising and marketing of tobacco products, and indemnify and hold Bidi™ Vapor harmless for any violations of such laws
- No marketing of the Bidi™ Vapor's products for anything other than adult vaping or as directed by Bidi™ Vapor (i.e., no "off label" uses)
- Ensuring that it does not make, allow others within its control to make, or publicise or publish or distribute, any marketing materials, statements or claims, including but not limited to product review videos and articles (regardless of online or offline), without prior written authorisation by Bidi™ Vapor
- Obtaining appropriate product liability and other insurance and include Bidi™ Vapor as an additional insured when applicable

Other Terms for Wholesalers

- No giving out of free samples to non-retail partner customers
- Sale and promotion of the Bidi™ Stick should not be bundled with the purchase of other e-liquids as well as food, beverage, drug, and different types of consumable products
- No opening of products only to sell in smaller amounts
- No therapeutic and smoking cessation claims about Bidi™ Stick
- No claims about the lower risk of disease, less harmful effects, free from a substance, and reduced exposure to a substance when using Bidi™ Stick

Once you purchase Bidi™ Stick on wholesale from Bidi™ Vapor, LLC, you must hold the full responsibility in ensuring that the distribution of these products adheres to all guidelines in compliance with the law.

Adherence to Minimum Pricing



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Bidi™ Vapor wholesalers must adhere to the minimum pricing guidelines:

- Do not sell and/or distribute at any price below €6.50 per Bidi™ Stick to a “Jobber”.
- Do not sell and/or distribute at any price below €5.20 per Bidi™ Stick to a Wholesaler or a Distributor.

ONLY Registered Wholesalers or Distributors with this Signed Agreement may purchase at the rate of €5.20 per Bidi™ Stick.

Breach

Wholesalers are responsible for adherence to all other requirements and this non-exhaustive list may be modified from time-to-time to aid wholesalers in identifying obligations under the EUTPD.

If you fail to adhere to the terms of the Wholesaler Pledge, Bidi™ Vapor, LLC, reserves the right to discontinue any order you place for any given reason and cancel your distribution rights granted by Bidi™ Vapor, LLC. All actions shall incur any cost for the additional work required.

Wholesalers can refer to Bidi™ Vapor's guidelines for a more detailed list of terms and conditions online at wholesale.bidivapor.co.uk.