

Forester LLC Offer — Contract for the Test Drive of an IQOS and/or lil Solid 2.0 Electric Heated Tobacco System Sample

In order to perform the obligations of Forester LLC (the "**Company**") to the consumers, which are established by the legislation of the Kyrgyz Republic (the "Kyrgyz Republic"), in particular, for providing the consumers with the information on the IQOS ORIGINALS DUO and/or lil SOLID 2.0 Electric Heated Tobacco System, with an opportunity for more detailed familiarization with the principles of operation, testing, providing information on proper use, providing the consumers with an opportunity to form a personal opinion about the IQOS ORIGINALS DUO and/or lil SOLID 2.0 Electric Heated Tobacco System and their features, as well as for further concluding on whether the IQOS ORIGINALS DUO and/or lil SOLID 2.0 Electric Heated Tobacco System meets the consumer needs, the Company offers to an individual aged eighteen and above, who is a tobacco consumer registered in the IQOS and lil User Database and interested in exercising the above rights in accordance with the legislation of the Kyrgyz Republic, to conduct a Test Drive (to enter into the following Contract for the Test Drive of an IQOS and/or lil Solid 2.0 Electric Heated Tobacco System Sample (the "**Test Drive**") by acceding hereto in its entirety, without any amendments), under the following terms and conditions:

This Contract for the Test Drive of an IQOS ORIGINALS DUO and/or lil SOLID 2.0 Electric Heated Tobacco System Sample (the "**Contract**") governs the relationship between the Company, represented by its Administrative Director A.A. Cherepov, acting under the Articles of Association, of the one part, and the "Consumer", an individual aged eighteen and above, who is a tobacco consumer registered in the IQOS and lil User Database (the "**Database**") and has accepted, on a voluntary basis, the offer to enter into the Contract under the terms and conditions of the Company in its entirety, without any amendments.

The Parties acknowledge that this Contract governs the general and basic terms and conditions of the interaction between the Company and the Consumer regarding the Test Drive.

In addition to the Test Drive under the below terms and conditions, the Company shall provide the Consumers with other opportunities to exercise their aforementioned rights set forth in the Law of the Kyrgyz Republic, On Protection of the Consumer Rights, and other regulations, including through demonstration of the properties and provision of the information on the product and proper use of the IQOS ORIGINALS DUO and/or lil SOLID 2.0 Electric Heated Tobacco System.

1. DEFINITIONS

1.1. **Consumer** shall mean an individual aged 18 and above, registered in the Database, who has expressed a desire to conduct a Test Drive for exercising the Consumer's rights provided by the legislation of the Kyrgyz Republic, including the legislation on consumer rights protection.

1.2. **Company** shall mean Forester LLC registered and located in Bishkek, the Kyrgyz Republic, at Cholpon-Atinskaya Street, 16, which is an importer and seller of the IQOS ORIGINALS DUO and lil SOLID 2.0 Electric Heated Tobacco System in the Kyrgyz Republic, as well as an organization accepting consumer claims in the Kyrgyz Republic.

1.3. **Sample** shall mean a used IQOS ORIGINALS DUO or lil SOLID 2.0 Electric Heated Tobacco System, which is selected at the Company's discretion, owned by the Company and provided to the Consumer for the Test Drive on a temporary and returnable basis in accordance with this Contract.

1.4. **Test Drive** shall mean a symbol for easy perception that means the provision of the Consumer with the information on the IQOS ORIGINALS DUO and/or lil SOLID 2.0 Electric Heated Tobacco System, an opportunity for more detailed familiarization with the principles of operation, testing, providing information on proper use, an opportunity for the Consumer to form a personal opinion about the IQOS ORIGINALS DUO and/or lil SOLID 2.0 Electric Heated Tobacco System and its features, as well as for further concluding on whether the IQOS ORIGINALS DUO and/or lil SOLID 2.0 Electric Heated Tobacco System meets the consumer needs, for which purpose the Company shall provide a Sample to the Consumer on a temporary and returnable basis in accordance with this Contract.

1.5. **Domestic Trade Outlets** shall mean the domestic trade outlets of the Company, namely the retail outlets of the Company and the personal sales assistants of the reduced-risk product sales department of the Company, which sell the IQOS ORIGINALS DUO and/or lil SOLID 2.0 Electric Heated Tobacco System.

1.6. **Parties** shall mean the Company and the Consumer where referred to collectively.

1.7. **Support Service** shall mean a Company's unit responsible for the provision of the information to the Consumers regarding the electric heated tobacco system at the phone number 1848 or through an online chat at www.iqos.com/kg, the Facebook messenger or a direct message on Instagram (@kyrgyzstan_iqos).

1.8. **Acceptance** shall mean the Consumer's full and unconditional acceptance of this Offer and accession to the Contract in its entirety, without any amendments, in accordance with the procedure established by this Contract.

2. SUBJECT MATTER

2.1. The Company shall ensure that the Test Drive is conducted under the terms and conditions hereof for the Accepting Consumer through the Domestic Trade Outlets in accordance with this Contract.

2.2. The Company shall take into account:

i) IQOS and lil Solid 2.0 are intended for the smokers aged 18 and above, who wish to continue using tobacco and tobacco products;

ii) The Company does not offer IQOS and lil Solid 2.0 to the individuals who have never smoked or have completely quit smoking;

iii) The Company shall provide information and ensure that the Test Drive is conducted only for the Consumers who will in any event continue smoking and independently show their interest (initiative) in the Test Drive. The Company is willing to support smokers aged 18 and above in their switching to IQOS or lil Solid 2.0 through training, consulting and personal presentations under the terms and conditions set by the Company;

iv) The Company shall warn the Consumer that IQOS and lil Solid 2.0 smoking is not a substitute for smoking cessation. Also, the Company shall inform the Consumers who are worried about the risk to their health from tobacco consumption, that they should completely stop using tobacco in all possible forms and not accede to this Contract;

v) The Company shall inform the Consumers that the use of IQOS and lil Solid 2.0 does not exclude health risks or is not a risk free alternative to the cigarettes.

2.3. By entering into this Contract, the Consumer confirms that he/she:

2.3.1. Contacted the Company for information on the Test Drive at his/her own initiative;

2.3.2. Has read this Contract, in particular, the information given in Clause 2.2. hereof, and also that, prior to the Test Drive, he/she could exercise the right to receive consultations from the Company in one or more ways provided by this Contract;

2.3.3. Had the opportunity to become aware of the procedure and terms and conditions of the Test Drive, and was not limited in time or by any conditions for the purpose of such awareness;

2.3.4. Had the opportunity to contact the Domestic Trade Outlets, the Support Service or the Internet Resource for clarifications and/or consultations and/or other information regarding the terms and conditions and procedure of the Test Drive;

2.3.5. Has reached the age of eighteen, and accepts and is aware of his/her obligation to perform the actions provided for herein, personally, in his/her own interest, using the legitimate and reliable data (including personal data);

2.3.6. Has fully read the text of this Contract, understood its content, and therefore independently decided to enter into this Contract under the terms and conditions set by the Company.

2.4. The Company may unilaterally amend the terms and conditions of the Offer/Contract prior to the entry into the Contract by the Parties. In his/her turn, the Consumer may refuse to enter into the Contract if the Consumer does not agree with such amendments. After the Contract is signed by the Parties, it may only be amended on the grounds and in accordance with the procedure provided for by the current legislation of the Kyrgyz Republic (the "**Kyrgyz Republic**").

2.5. The Contract shall be deemed properly entered into after the Consumer accedes hereto in its entirety, without any amendments, upon the Consumer's Acceptance.

2.6. During the Test Drive, the Company shall provide the Consumers with the information or consultations regarding the IQOS and Ili Solid 2.0 Electric Heated Tobacco System, as well as regarding the Test Drive procedure, through the Support Service.

2.7. The Parties hereto agree that the Sample shall be transferred to the Consumer for the period specified herein and returned by the Consumer to the Company upon the expiry of such period.

3. TEST DRIVE PROCEDURE

3.1. The Company shall transfer the Test Drive Sample (IQOS ORIGINALS DUO or Ili SOLID) to the Consumer, as well as a power supply (adaptor), a USB cable, a cleaning device for the Sample through the Domestic Trade Outlets under the terms and conditions hereof, provided that such Consumer indicated his/her willingness to test drive the Sample in accordance with this Contract.

3.2. The Sample and the power supply (adaptor), USB cable, cleaning device for the Sample (collectively, the "**Sample and Required Components**") shall be transferred to the Consumer for fourteen (14) calendar days from the date of their provision by the Company on a returnable basis in accordance with the procedure established by this Contract.

3.3. The Sample and Required Components are owned by the Company, and the ownership shall not be transferred to the Consumer. During the Test Drive, the Consumer is responsible for the safety and serviceability of the Sample and Required Components and shall return them as they were provided to the Consumer, with allowance for normal wear and tear. For the purposes hereof, the safety and serviceability of the Sample shall mean:

- (1) Usability of the Sample according to its intended purpose at the time it is returned to the Company;
- (2) Integrity of all external elements of the Sample (no mechanical damage) at the time it is returned to Company;
- (3) Return of the Sample in the complete set as the Consumer received the Sample under the Acceptance and Transfer Certificate.

3.4. The Test Drive Sample shall be provided by the Company through the Domestic Trade Outlets, provided that it is technically feasible to provide the Sample to the Consumer and the Samples are available. The Company does not guarantee the possibility of providing a Sample from time to time. It solely depends on the availability of the Samples in the Domestic Trade Outlets at a certain time. One Consumer shall get one Sample for the Test Drive.

3.5. In order to participate in the Test Drive, the Consumer shall meet all of the following conditions (and it indicates his/her full and unconditional Acceptance of this Offer/Contract):

3.5.1. Registration of the Consumer in the Database, as it includes the Consumer's consent to the collection and processing of his/her personal data required for the entry into and performance of this Contract, as well as for the monitoring of compliance with all the terms and conditions hereof;

3.5.2. The Consumer's confirmation of the receipt of the Sample and Required Components for the Test Drive, and signing of the Acceptance and Transfer Certificate in accordance with the procedure specified in Clause 3.7. hereof.

Failure by the Consumer to perform any of the above actions specified in this Clause hereof or their performance in violation of the Contract shall be deemed the Consumer's refusal to accept this Offer and to enter into the Contract. The Consumer's Acceptance shall be confirmation of the Consumer's understanding of and agreement with the terms and conditions of this Offer and the Contract.

3.5.3.. To confirm the transfer of the Sample and Required Components to the Consumer for the Test Drive, the Company shall send an SMS to the Consumer's Phone Number with an appropriate code, the Sample serial number, and a link hereto. The Consumer shall

inform the Company of the code from the SMS he/she received, and thereby confirm the provision of the Sample and Required Components for the Test Drive and the Sample Acceptance and Transfer Certificate in the form specified in Appendix 1 hereto, as well as his/her consent to this Contract.

Should it be impossible to send/receive an SMS for any reason, the Parties shall sign the Sample Acceptance and Transfer Certificate in hard copy and specify all applicable data therein.

3.6. The Consumer shall return the Sample and Required Components within the maximum term specified in the Sample Acceptance and Transfer Certificate, but not later than before the Test Drive is completed. The Sample and Required Components shall be returned depending on the Domestic Trade Outlet where the Sample and Required Components were received:

3.6.1. If the Sample and Required Components were received from a personal sales assistant of the reduced-risk product sales department of the Company, the Sample and Required Components shall be returned by the Consumer at a place agreed between the Consumer and the personal sales assistant of the reduced-risk product sales department of the Company;

3.6.2. If the Sample and Required Components were received at a retail outlet of the Company, the Sample and Required Components shall be returned by the Consumer to the same retail outlet of the Company.

The Consumer may return the Sample and Required Components at any time before the Test Drive is completed.

3.7. The Consumer shall return the Sample and Required Components of the Company by confirming and/or signing a Sample Return Certificate, the form of which is provided in Appendix 2 hereto. The Sample Return Certificate confirmed and/or signed by the Consumer is confirmation of the Sample and Required Components return. To confirm the return of the Sample and Required Components, the Company shall send an SMS to the Consumer's Phone Number with an appropriate code, the Sample serial number, and a link hereto. The Consumer shall inform the Company of the code from the SMS he/she received, and thereby confirm the return of the Sample and Required Components and the Sample Return Certificate on the Consumer's part.

Should it be impossible to send/receive an SMS for any reason, the Parties shall sign the Sample Acceptance and Transfer Certificate in hard copy.

3.8. The Consumer undertakes to use the Sample personally, without transferring the Sample to third parties, including persons under the age of 18, during the Test Drive.

4. LIABILITY OF THE PARTIES

4.1. The Company shall not be liable for the damage caused to the Consumer and/or third parties as a result of improper use of the Sample by the Consumer or by a third party to whom the Consumer transferred the Sample for any reason in violation of the prohibitions specified herein. The Parties agreed that the Company's liability hereunder shall be limited to the actual damage and shall be proven in accordance with the procedure established by the current legislation of the Kyrgyz Republic.

4.2. The Parties shall be liable for the compliance with this Contract in accordance with the Law of the Kyrgyz Republic, On Protection of the Consumer Rights, the Civil Code of the Kyrgyz Republic, the Retail Regulations and other applicable regulations of the Kyrgyz Republic.

4.3. The Parties shall not be liable for the complete or partial failure to perform their obligations if the failure is caused by force majeure, such as war or acts of war, earthquake, flood, fire and other natural disasters, acts or actions of the public authorities, changes in the customs regulations, restrictions of the activities, import and/or export arising beyond the control of the Parties. Any Party that is unable to perform its obligations shall immediately notify the other Party thereof and provide the documents confirming such force majeure issued by the competent authorities or agencies.

4.4. The Consumer shall be financially liable in case of loss, damage, or malfunction (full or partial) of the received Sample upon confirmation and/or signing the Sample Acceptance and Transfer Certificate. In the event of loss, perishing, or destruction of the Sample transferred by the Company to the Consumer for familiarizing the Consumer therewith as well as the third party to whom the Consumer has transferred the Sample in violation of the prohibitions provided for herein, and as a result, the Consumer's inability to return the transferred Sample to the Company, as well as if the Consumer failed to return the Sample transferred for familiarization after fourteen (14) calendar days from the date, indicated for return in the Sample Acceptance and Transfer Certificate, the Company shall have the right to any actions permitted by the legislation of the Kyrgyz Republic, which are necessary to protect the Company's rights, including, but not limited to, the appeal to the court.

5. FINAL PROVISIONS

5.1. The relationship between the Company and the Consumer shall be governed by the legislation of the Kyrgyz Republic.

Sample Acceptance and Transfer Certificate

City/settlement	Domestic trade outlet name	Date [month, day, year]

This Certificate has been made by and between:

Forester LLC, hereinafter referred to as the "Company", of the one part, and

Full name	
Taxpayer Identification Number (INN) or Individual Personal Identification Number (PINFL)	
Date of birth	
Phone	

hereinafter referred to as the "Consumer", of the other part, to the effect that

1. The Company has transferred, and the Consumer has received the following property items of the Company:

A sample of the IQOS ORIGINALS DUO / lll SOLID Electric Heated Tobacco System (the "Sample"), consisting of IQOS ORIGINALS DUO charger (for IQOS only), IQOS ORIGINALS DUO / lll SOLID 2.0 device holder; power supply (adaptor) — 1 pc., USB cable — 1 pc., cleaning device — 1 pc.

Serial number of the IQOS ORIGINALS DUO charger (for IQOS only)	
Serial number of the IQOS ORIGINALS DUO / lll SOLID 2.0 device holder	

2. The Sample is provided to the Consumer by the Company solely for the Consumer's familiarization with the IQOS ORIGINALS DUO / lll SOLID Electric Heated Tobacco System (without the right to transfer it to third parties).

3. The Sample is provided to the Consumer for fourteen (14) calendar days from the date of signing this Certificate. The Sample received may be returned by the Consumer ahead of time. The Sample shall be returned to the Domestic Trade Outlet where it was received: 1) if the Sample was received through a personal sales assistant of the Company's reduced-risk product sales department, the Consumer shall return the Sample at a place agreed between the Consumer and such personal sales assistant; 2) if the Sample was received at a Company's retail outlet, the Consumer shall return the Sample to the same retail outlet.

4. The Consumer shall confirm the understanding and agreement with the Contract for the Test Drive of an IQOS and/or lll Solid 2.0 Electric Heated Tobacco System Sample, follow the user's and safety manual when using the Sample, and return the Sample with all accessories (in the same complete set) to the Company in the same condition and form as it was provided to the Consumer, with allowance for normal wear and tear. The Consumer shall immediately notify the Company by phone of all breakdowns/failures (where safe use of the Sample becomes impossible) or loss of the Sample or its parts received by the Consumer. Consumer Support Service phone: 1848.

5. In the event of loss, unavailability for the intended purpose or destruction of the Sample transferred by the Company to the Consumer for familiarization, the Consumer's inability to return the transferred Sample to the Company, as well as if the Consumer failed to return the Sample transferred for familiarization after fourteen (14) calendar days from the date indicated in Clause 3 of this Certificate, the Company shall have the right to any actions permitted by the legislation of the Kyrgyz Republic, which are necessary to protect the Company's rights, including, but not limited to, the appeal to the court.

This Certificate has been drawn up in two (2) copies, one copy for each of the Parties.

SIGNATURES OF THE PARTIES:

On behalf of Forester LLC	Consumer
Full name _____	Full name _____
Signature _____	Signature _____

Sample Return Certificate

The Consumer has returned, and the Company has accepted the following property items of the Company:

A sample of the IQOS ORIGINALS DUO / Iil SOLID Electric Heated Tobacco System (the "Sample"), consisting of IQOS ORIGINALS DUO charger (for IQOS only), IQOS ORIGINALS DUO / Iil SOLID 2.0 device holder; power supply (adaptor) — 1 pc., USB cable — 1 pc., cleaning device — 1 pc.

Serial number of the IQOS ORIGINALS DUO charger (for IQOS only)	
Serial number of the IQOS ORIGINALS DUO / Iil SOLID 2.0 device holder	

This Certificate has been drawn up in two (2) copies, one copy for each of the Parties.

SIGNATURES OF THE PARTIES:

On behalf of Forester LLC	Consumer
Full name _____	Full name _____
Signature _____	Signature _____