TERMS AND CONDITIONS

Tomoro Retail Incentive Program

Effective Date: March 25, 2026

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1. Program Overview

The Tomoro Retail Incentive Program ("Program") is a voluntary motivational program operated by `[TOMORO LEGAL ENTITY NAME]`, `[REGISTERED ADDRESS]` ("Sponsor," "we," "us," or "our"), through its designated technology platform. The Program is designed to improve the Sponsor's competitive position in the market through engagement with retail professionals and is not a lottery, sweepstakes, or game of chance.

Eligible individuals may participate in the Program in their personal capacity as individuals possessing their own rights and freedoms. The Sponsor does not direct, instruct, or control the work activities of any Participant. Point thresholds and bonus criteria published on the Program Website are provided solely for the purpose of informing Participants of the numerical conditions under which points are awarded. They do not constitute instructions, directives, or work assignments from the Sponsor to the Participant, and are not intended to direct the stimulation of sales of any product.

Participation is entirely voluntary. The decision to participate is made solely by the individual in their own interest. The specific products, point values, reward options, and other Program details are published on the Program Website and may be updated from time to time at the Sponsor's discretion.

"Program Website" means the website located at `[PROGRAM URL]`, which contains the current Program details including eligible products, point values, reward catalog, and operational rules. The Program Website is incorporated into these Terms by reference. In the event of a conflict between these Terms and the Program Website, these Terms shall control.

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2. Eligibility

To participate in the Program, you must:

a. Be at least 21 years of age;

b. Be currently employed as a retail store clerk, sales associate, or equivalent role at a retail location in the State of Oklahoma that is authorized to sell tobacco and/or nicotine products, including Tomoro products;

c. Certify that you are familiar with and will comply with all applicable federal, state, and local laws governing the sale of tobacco and nicotine products, including age verification requirements;

d. Have your employer's awareness of and consent to your participation in this Program (see Section 2A below);

e. Provide a valid email address, full legal name, and mobile phone number;

f. Agree to these Terms and Conditions.

The Program is void where prohibited or restricted by law. Employees, officers, and directors of the Sponsor and its affiliates, contractors, and service providers, and members of their immediate families or households, are not eligible to participate.

2A. Employer Awareness and Consent

Participant's Obligation. By registering for the Program, you represent and warrant that your employer is aware of and does not prohibit your participation in third-party sales incentive programs, or that you have affirmatively obtained your employer's consent to participate in this Program. This representation is a material condition of your participation.

You are solely responsible for ensuring that your participation complies with your employer's policies and applicable law, including Oklahoma law regarding employee incentive programs (21 O.S. § 380). You agree to maintain your employer's awareness and consent throughout your participation. If at any time your employer notifies you that your participation is not permitted, you must immediately cease participation and notify the Sponsor at `[SUPPORT EMAIL]`.

Employer Notification Resources. The Sponsor may make available on the Program Website an Employer Notification Form and other materials that you may share with your employer or manager. Use of these materials is voluntary but encouraged.

Retailer Objection Procedure. If any retail store owner or authorized manager contacts the Sponsor to object to employee participation at their location, the Sponsor will promptly suspend or deactivate the accounts of Participants employed at that location and notify affected Participants.

Indemnification. You agree to indemnify and hold harmless the Sponsor and its

affiliates, service providers, officers, directors, and employees from and against any claims, damages, losses, or expenses (including reasonable attorneys' fees) arising from your failure to obtain or maintain the required employer awareness and consent.

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3. How to Participate

3.1 Registration

To enroll, visit the Program Website and complete the registration form with the required information: your name, email address, and mobile phone number. You must select your retail store location via the store locator. You must certify that you have your employer's awareness and consent (see Section 2A) and accept these Terms and Conditions to complete registration.

3.2 Earning Points

Each qualifying Tomoro product contains a unique code (which may be in the form of a scratch-off sticker, QR code, alphanumeric string, or other format as specified on the Program Website). To earn points:

1. Sell a qualifying Tomoro product to a customer at your retail location.
2. Locate the unique code on or inside the product packaging.
3. Submit the code through the Program Website or by scanning the QR code with your mobile device.

The point value for each valid code submission is published on the Program Website and may vary by product, promotional period, or other criteria at the Sponsor's sole discretion.

3.3 Bonuses and Promotions

The Sponsor may from time to time offer welcome bonuses, referral bonuses, training completion bonuses, seasonal promotions, or other bonus point opportunities. The availability, eligibility criteria, and point values of any such bonuses are published on the Program Website and are at the Sponsor's sole discretion.

3.4 Product Training

The Sponsor may offer optional product training modules through the Program Website. Completing training modules may earn additional points as specified on the Program Website at the time of the training. Availability and point values are at the

Sponsor's sole discretion.

4. Points and Rewards

4.1 Points

Points have no cash value and are not redeemable for cash. Points are only redeemable through the Program's reward catalog as published on the Program Website. The Sponsor reserves the right to modify point values, conversion rates, and the structure of the points system at any time.

4.2 Minimum Redemption

A minimum points balance is required to redeem rewards. The current minimum redemption threshold is published on the Program Website.

4.3 Available Rewards

Rewards are delivered through the Sponsor's designated rewards partner(s) and may include digital gift cards, prepaid cards, merchandise, or other items as listed in the reward catalog on the Program Website. The reward catalog, including available options and their point costs, is subject to change at the Sponsor's discretion.

All gift cards and prepaid cards issued through the Program comply with applicable federal consumer protection requirements, including Regulation E (12 CFR § 1005.20).

4.4 Reward Fulfillment and Approval

Reward redemption requests may be subject to review and approval by the Sponsor. The Sponsor reserves the right to establish processing timelines, approval procedures, and to deny redemption requests that appear fraudulent or that violate these Terms. Current processing timelines are published on the Program Website.

4.5 Points Expiration

Points do not expire while the Program is active and the Participant's account remains in good standing, unless otherwise specified on the Program Website. If the Program is terminated, Participants will be given at least 30 days' notice to redeem any remaining points balance. Points in accounts that have been inactive (no code submissions) or that do not meet minimum activity thresholds, as specified on the Program Website, may be subject to forfeiture or suspension of redemption privileges. The Sponsor reserves the right to establish, modify, or remove activity thresholds at any time; any

such thresholds and their consequences will be published on the Program Website.

4.6 Non-Transferability

Points and rewards are personal to the Participant and may not be transferred, sold, bartered, or assigned to any other person. Any attempt to transfer points or rewards will result in forfeiture.

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5. Code Validity and Restrictions

a. Each unique code may only be submitted once. Duplicate submissions will be rejected.

b. Codes must be submitted by the Participant who made the corresponding sale. Sharing, trading, buying, or selling codes is prohibited.

c. Codes obtained through theft, fraud, or any means other than a legitimate retail sale are void.

d. The Sponsor reserves the right to void any code submission that it reasonably believes to be fraudulent or otherwise not associated with a legitimate sale.

e. Damaged or unreadable codes should be reported to Program support at `[SUPPORT EMAIL]`. Replacement or credit is at the Sponsor's sole discretion.

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6. Participant Conduct and Commercial Relationship

6.1 Participant's Commercial Alignment

By participating in the Program, the Participant acknowledges that in conducting sales of products at their retail location and achieving results that trigger Program point awards, the Participant acts exclusively in the commercial interests of their employer (the retail store) as part of that store's overall product offering and sales operations. The Participant does not perform any activities directly in the interest of, on behalf of, or under the direction or control of the Sponsor, and does not act in collusion with the Sponsor or in any manner that constitutes unfair competition.

6.2 Anti-Corruption Acknowledgment

Actions by a Participant to sell products without genuine economic purpose (i.e., not to satisfy actual demand from adult consumers) and directed exclusively at meeting Program conditions to obtain rewards, including but not limited to manipulating

return/repurchase cycles, making fictitious sales, or circumventing register procedures, are considered improper and are not supported by the Sponsor. The Sponsor is interested in receiving only an indirect positive commercial effect in the form of a potentially increased competitive position in the market.

6.3 Prohibited Conduct

Participants agree not to:

a. Submit codes for products they did not personally sell;

b. Create multiple accounts or allow others to use their account;

c. Provide false or misleading information during registration or participation;

d. Manipulate, tamper with, or reverse-engineer the Program Website or code validation system;

e. Engage in any activity that undermines the integrity of the Program;

f. Sell or attempt to sell Tomoro products to any person under 21 years of age. All sales must comply with Oklahoma's Prevention of Youth Access to Tobacco Act (63 O.S. § 1-229.13) and federal minimum age requirements;

g. Use the Program to engage in or facilitate commercial bribery, anticompetitive conduct, or any violation of applicable law.

Violation of any of these rules may result in immediate disqualification, forfeiture of all accumulated points, and permanent ban from the Program. The Sponsor reserves the right to recover the value of rewards associated with fraudulent code submissions or other violations.

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7. Tax Obligations

7.1 Taxable Income

All rewards received through the Program may constitute taxable income to the Participant under United States federal and Oklahoma state tax law. Gift cards and prepaid cards are generally considered cash equivalents by the Internal Revenue Service (IRS).

7.2 Tax Reporting

If a Participant receives rewards with a total value of $600.00 USD or more within a single calendar year, the Sponsor may be required to file an applicable IRS information

return (such as Form 1099-MISC or Form 1099-NEC, depending on the classification of the payments) and provide a copy to the Participant. The Participant will be required to provide a completed IRS Form W-9 (including taxpayer identification number) before additional rewards can be issued. The Sponsor may require a W-9 at any time, including at registration or upon the Participant approaching the reporting threshold. If a Participant fails to provide a valid taxpayer identification number when required, the Sponsor is required by federal law to apply 24% backup withholding on subsequent reward payments.

7.3 Participant Responsibility

Each Participant is solely responsible for reporting all Program rewards as income and for paying any applicable federal, state, and local taxes. The Sponsor does not withhold taxes from reward payments except as required by law (see Section 7.2 regarding backup withholding). The Sponsor recommends that Participants consult a tax professional regarding their individual tax obligations.

7.4 Employer Wage Calculations

Participants acknowledge that rewards received through this Program may constitute remuneration that their employer is required to consider when calculating the regular rate of pay for overtime purposes under the Fair Labor Standards Act (29 U.S.C. § 207; 29 CFR § 778). The Sponsor may, at its discretion, make periodic reports of Participant earnings available to participating retailers to facilitate compliance with wage and hour laws.

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8. Employment Relationship

Participation in the Program does not create an employment, agency, partnership, or joint venture relationship between the Participant and the Sponsor or any of its service providers. The Sponsor does not control, direct, or supervise Participants' work schedules, sales methods, or daily activities. Participants remain employees of their respective retail employers at all times, and the independent retailer remains solely responsible for all wages, overtime, and employment-related compliance.

The Sponsor is not responsible for any employment-related disputes between Participants and their employers arising from or related to participation in this Program.

8A. Product Recommendations and Disclosure

Participants who receive incentive payments through this Program and make product recommendations to customers should be aware that this financial relationship may constitute a "material connection" under the Federal Trade Commission's Endorsement Guides (16 CFR Part 255). Participants are encouraged to be transparent with customers about their participation in the Program when making product recommendations. Failure to make appropriate disclosures may expose the Participant to regulatory action by the FTC.

8B. Sponsor Commercial Communications

By participating in the Program, the Participant consents to being contacted by the Sponsor's sales representatives, authorized agents, or third-party agencies acting on behalf of the Sponsor regarding: (a) Program updates, announcements, and operational matters; (b) Tomoro product information, new product launches, and product updates; (c) product ordering, inventory availability, and placement opportunities; and (d) other commercial communications reasonably related to the Sponsor's products or the Program. Such communications may be made via email, SMS, telephone, messaging through the Program Website, or in person at the Participant's retail location. The Participant may opt out of non-essential commercial communications at any time by contacting Program support at `[SUPPORT EMAIL]`, but opting out of Program-related operational communications is not available while the Participant's account is active.

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9. Privacy and Data Collection

9.1 Information Collected

The Program collects the following personal information from Participants:

- Full name
- Email address
- Mobile phone number
- Store location (via store locator)
- City and state (required at first reward redemption)
- Code submission history and points activity
- Taxpayer identification information (W-9), if applicable per Section 7.2

9.2 Use of Information

Personal information is used for:

- Program administration, including identity verification and reward delivery
- Communication about Program updates and reward status
- Commercial communications by the Sponsor, its sales representatives, or authorized agencies regarding Tomoro products, ordering, placement, and related business matters (see Section 8B)
- Analytics and reporting (aggregated, non-personally-identifiable data may be shared with retail partners)
- Tax reporting as required by law
- Fraud detection and prevention

9.3 Data Sharing

Personal information may be shared with:

- Third-party technology and service providers engaged by the Sponsor for program operations, hosting, and technical support
- Rewards fulfillment partners for gift card and reward delivery
- Tax authorities as required by applicable law
- Law enforcement or regulatory authorities in response to valid legal process

We will not sell or rent your personal information to third parties for their own marketing purposes.

9.4 Data Security

We implement reasonable administrative, technical, and physical safeguards to protect personal information. In the event of a data breach involving your personal information (as defined by law), we will notify affected individuals without unreasonable delay in accordance with Oklahoma's Security Breach Notification Act (24 O.S. §§ 161–166). If a breach affects 500 or more Oklahoma residents, we will also notify the Oklahoma Attorney General within the timeframe required by law.

9.5 Communications

By registering, you consent to receive Program-related communications via email, SMS, and through your personal account on the Program Website ("Personal Cabinet"). You may opt out of promotional communications at any time by contacting Program support or using the unsubscribe mechanism provided. Opting out of essential Program communications (such as reward delivery notifications, tax-related notices,

and notices posted to your Personal Cabinet) is not available while your account is active.

9.6 Recordkeeping and Audit

The Sponsor maintains records of all code submissions, point awards, reward deliveries, and related transactions. The Sponsor reserves the right to request reasonable documentation from Participants or their employers to verify compliance with these Terms, and the Participant agrees to cooperate with such requests. Records may be retained for the period required by applicable tax, regulatory, and legal requirements.

9.7 Publicity (Optional)

With the Participant's separate, voluntary consent (not required as a condition of participation), the Sponsor may use the Participant's name, store, and Program results in anonymized or aggregated marketing materials. The Sponsor will not disclose any Participant's tax information, personally identifiable information, or specific earnings in any public materials without express written consent.

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10. Release, Assumption of Risk, and Limitation of Liability

10.1 Release and Hold Harmless

As a condition of participation, each Participant agrees to release and hold harmless the Sponsor, its parent companies, subsidiaries, affiliates, service providers, and their respective officers, directors, employees, agents, and representatives (collectively, the "Released Parties") from and against any and all claims, damages, losses, costs, injuries, or expenses of any kind arising out of or related to: (a) the Participant's participation in the Program; (b) the acceptance, use, or misuse of any reward; (c) any employment-related consequences resulting from the Participant's participation; (d) the Participant's failure to comply with applicable laws, including but not limited to age verification, tobacco sales regulations, employer consent requirements, and tax obligations; and (e) any interaction between the Participant and their employer, customers, or third parties in connection with the Program.

10.2 Assumption of Risk

Participation in the Program is entirely voluntary. Each Participant acknowledges and assumes all risks associated with participation, including but not limited to: potential employment consequences (such as disciplinary action or termination by the

Participant's employer); tax liability; regulatory scrutiny; and any effects on the Participant's employment relationship. The Released Parties are not responsible for, and shall not be liable for, any such consequences.

10.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

a. The Program, including the Program Website, points system, and rewards, is provided "as is" and "as available" without warranties of any kind, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

b. In no event shall any of the Released Parties be liable for any indirect, incidental, special, consequential, or punitive damages arising from or related to the Program, however caused and regardless of the theory of liability, including but not limited to lost income, lost profits, loss of employment, or any employment-related consequences.

c. The Sponsor's total aggregate liability to any Participant for any and all claims arising from the Program shall not exceed the total value of unredeemed points in that Participant's account at the time the claim arose, or fifty dollars ($50.00 USD), whichever is greater.

d. The Sponsor is not responsible for technical failures, network issues, mobile device malfunctions, third-party service disruptions, or other circumstances beyond its reasonable control that may prevent code submission, point crediting, or reward delivery.

e. The Sponsor is not liable for any actions taken by a Participant's employer in response to the Participant's involvement in the Program, including but not limited to termination, discipline, wage adjustments, or policy changes.

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11. Program Modifications and Termination

a. The Sponsor reserves the right to modify these Terms and Conditions, point values, reward options, eligible products, or any other aspect of the Program at any time for any reason.

b. Material changes to these Terms and Conditions will be communicated to Participants via email or through the Program Website at least 7 days before taking effect. Changes to point values, reward catalog, bonuses, and other operational details published on the Program Website may be made at any time without

advance notice.

c. The Sponsor may suspend or terminate the Program at any time. In the event of termination, Participants will receive at least 30 days' notice to redeem accumulated points, subject to the then-current reward catalog availability.

d. The Sponsor may suspend or terminate any Participant's account at any time for violation of these Terms or for any conduct that the Sponsor reasonably determines to be harmful to the Program.

e. Continued participation in the Program after any modification constitutes acceptance of the modified Terms.

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12. Governing Law, Dispute Resolution, and Arbitration

12.1 Governing Law

These Terms and any disputes arising from or related to the Program shall be governed by and construed in accordance with the laws of the State of Oklahoma, United States, without regard to conflict-of-law principles.

12.2 Informal Resolution

Before initiating any formal dispute resolution proceeding, the Participant agrees to first contact the Sponsor at `[SUPPORT EMAIL]` and make a good faith effort to resolve the dispute informally. If the dispute is not resolved within 30 days of the initial written notice, either party may proceed to binding arbitration as set forth below.

12.3 Binding Arbitration

> **PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**

Any dispute, controversy, or claim arising out of or relating to the Program, these Terms, or the breach, termination, or validity thereof, that is not resolved through informal resolution under Section 12.2, shall be finally and exclusively resolved by binding arbitration. The arbitration shall be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules then in effect. The arbitration shall be conducted by a single arbitrator and held in Oklahoma County, Oklahoma, or at another mutually agreed-upon location. Judgment on the arbitration award may be entered in any court of competent jurisdiction.

The arbitrator shall have the exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms, including whether a dispute is subject to arbitration. The arbitrator shall have the authority to grant any remedy that would otherwise be available in court.

12.4 Class Action and Jury Trial Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTICIPANT AGREES THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. The Participant waives the right to participate in a class action, class-wide arbitration, or any other representative proceeding. The Participant also waives the right to a jury trial for any dispute arising from or related to the Program.

If this class action waiver is found to be unenforceable as to a particular claim or request for relief, then that claim or request for relief shall be severed and may proceed in a court of competent jurisdiction in Oklahoma County, Oklahoma, while the remaining claims shall continue in arbitration.

12.5 Arbitration Opt-Out

You may opt out of the arbitration and class action waiver provisions of this Section 12 by sending written notice of your decision to opt out to `[SUPPORT EMAIL]` within 30 days of your first acceptance of these Terms. Your notice must include your name, Program account information, and a clear statement that you wish to opt out of the arbitration agreement. If you opt out, you may bring claims in a court of competent jurisdiction in Oklahoma County, Oklahoma, but all other provisions of these Terms remain in effect.

12.6 Small Claims Exception

Notwithstanding the arbitration provisions above, either party may bring an individual action in small claims court in Oklahoma County, Oklahoma, provided the claim falls within the court's jurisdictional limits.

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13. Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to

make it valid and enforceable while preserving its original intent.

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14. Regulatory Compliance

14.1 Tobacco and Nicotine Product Sales

The Program involves products regulated under federal and Oklahoma state law. Each Participant acknowledges their independent obligation to comply with all applicable laws and regulations governing the sale of tobacco and nicotine products, including but not limited to: age verification of customers (21+ under both federal and Oklahoma law); Prevention of Youth Access to Tobacco Act (63 O.S. § 1-229.13); any applicable FDA regulations and the Federal Family Smoking Prevention and Tobacco Control Act; and all local ordinances governing the sale of tobacco and nicotine products.

The Program does not require, direct, or incentivize Participants to make sales in violation of any law. Rewards are earned for verified sales of qualifying products to age-verified adult consumers. Any Participant found to have earned points through sales that violated applicable law shall be immediately disqualified and forfeit all points and rewards.

14.2 No Obligation to Sell

Nothing in these Terms creates an obligation for any Participant to sell any specific product or quantity of products. Participation is entirely voluntary and supplementary to the Participant's normal employment duties as directed by their employer.

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15. Entire Agreement

These Terms and Conditions, together with the Program details published on the Program Website, constitute the entire agreement between the Participant and the Sponsor regarding the Program and supersede all prior understandings, agreements, or representations.

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16. Contact Information

For questions, support, or to report issues:

- **Email:** `[SUPPORT EMAIL]`

- **Program Website:** `[PROGRAM URL]`

Sponsor:

`[TOMORO LEGAL ENTITY NAME]`

`[REGISTERED ADDRESS]`

By checking the "I agree to the Terms and Conditions" box during registration, you: (a) certify that you are at least 21 years of age and are currently employed at a retail location authorized to sell tobacco and/or nicotine products; (b) certify that your employer is aware of and does not prohibit your participation in this Program, or that you have obtained your employer's consent; (c) acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions, including the binding arbitration agreement and class action waiver in Section 12; and (d) acknowledge and assume the risks described in Section 10.2.