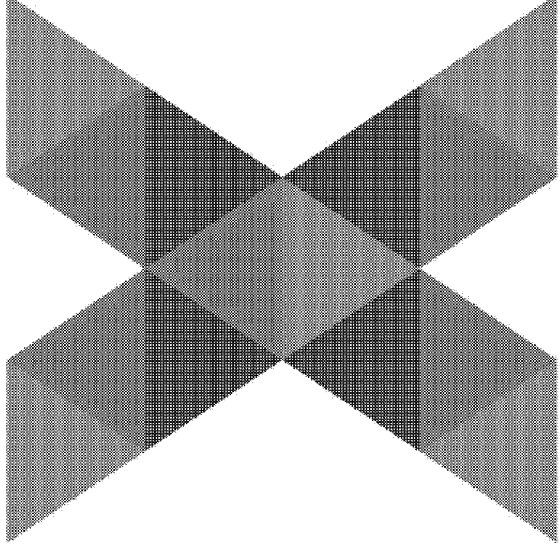


PLI Board Meeting

August 12, 2016



PAXLABS

JUUL brand evolution to date

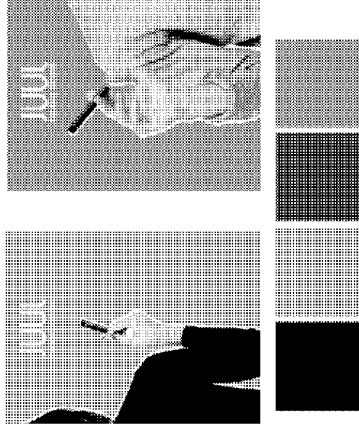
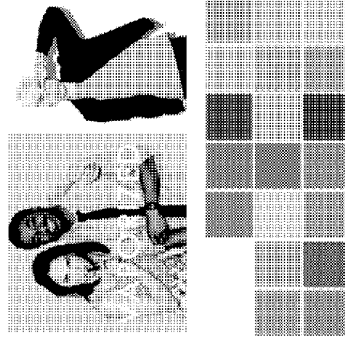
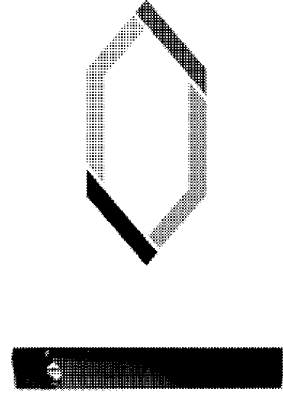
context

- Due to requirements outlined PMI settlement, we removed all JUUL branding that uses triangles and diamond shapes.
- We also applied post launch insights to better target our brand to our core consumers and ultimately improve sales.

learnings

1. **Clearer target audience.** JUUL branding did not effectively represent our target demographic. A refined color palette and matured demographic representation better resonate with our primarily male, age 30-40, c-store and vape consumers.
2. **Product marketing.** Messaging did not provide enough product education in a cluttered c-store atmosphere to consumers, specifically product features and performance benefits.
3. **Contextualizing the product.** Consumers didn't understand the product. We needed to better visually portray it's portability, ease of use and premium design.

PAX Labs, Inc. confidential



JUUL
SMOKING EVOLVED

JUUL
SMOKING EVOLVED
Experience intensely
satisfying vapor.

From: Sarah Richardson on behalf of Sarah Richardson <[REDACTED]@pax.com>
To: [REDACTED]
CC: Chelsea Kania; [REDACTED]
Sent: 2/9/2016 10:20:11 AM
Subject: JUUL limited SKUs messaging

Hey KL/AM-

Wanted to recap you on our chat this am re: JUUL limited SKUs messaging (ie various nicotine levels, new flavors, bottled juice).

Guidelines:

1. For grandfathering purposes, we don't want to frame these SKU launches as being a test or being a short-term SKU – “limited launch” or “limited locations” is preferable – don't want to imply they're going away
2. We also don't want to imply anything around timing for expanded availability to protect ourselves as many may very well not be available by the end of this year
3. Move public communications (Twitter, Facebook etc) to direct message

Approved messaging =

- limited launch, limited locations
- If you've tried them, we'd love your feedback!
- signup for newsletter for updates on expanded availability (or if press - as always let them know they'll be the first to know re: widespread SKU launches)

Let us know any questions - thanks!

S

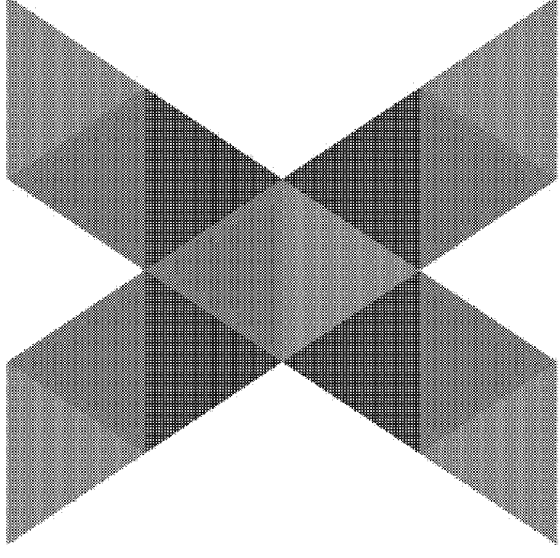
--

Sarah Richardson | corporate communications
PAXLabs, Inc. 600 Alabama Street, Second Floor, San Francisco, CA 94110 [REDACTED]

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PLI Board Meeting

August 12, 2016



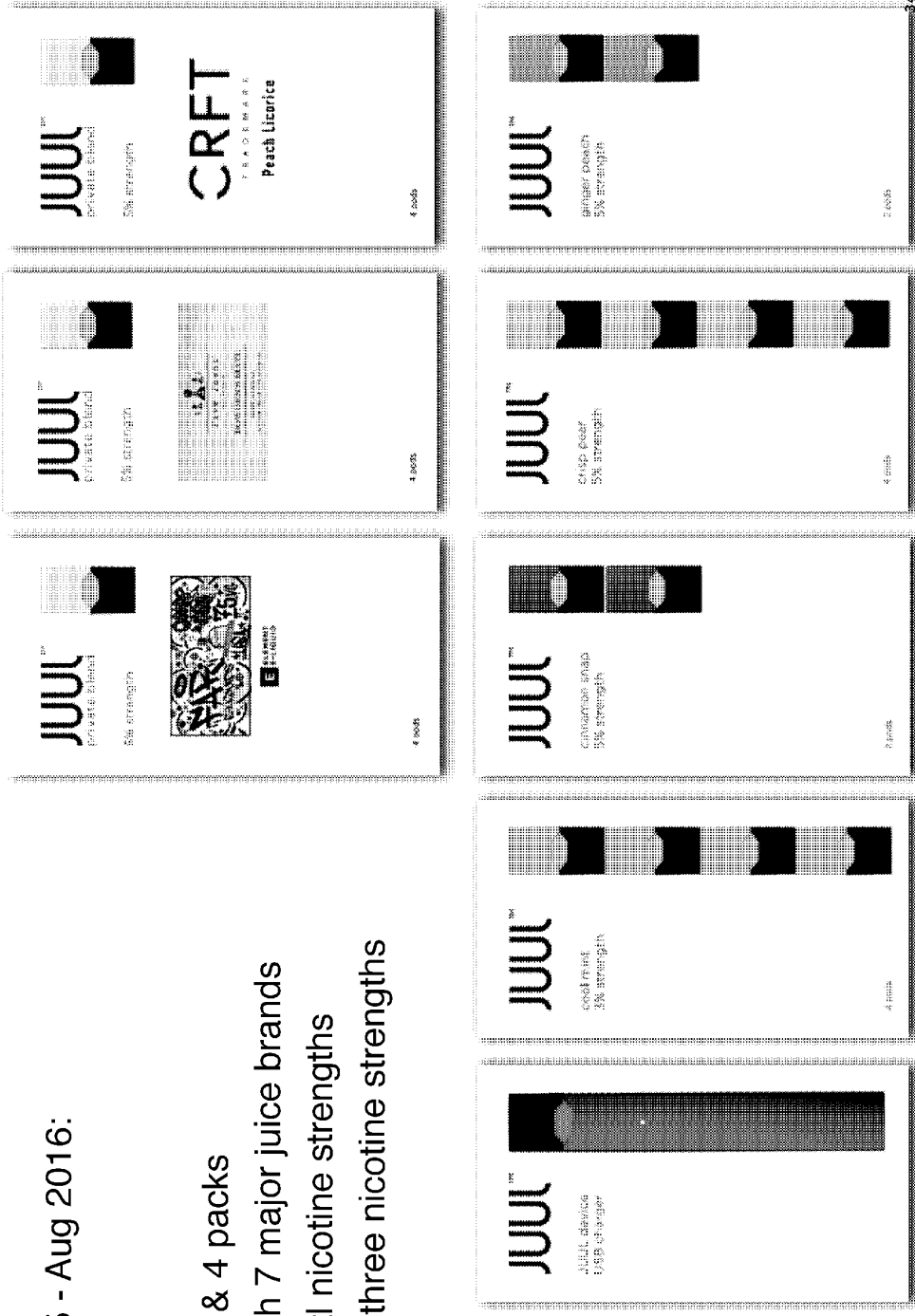
PAXLABS

Churn: New pods, strengths, and colors in place



New skus added Dec 2015 - Aug 2016:

- +3 JUUL starter kits
- +11 JUUL device colors
- +17 pod flavors in 2 packs & 4 packs
- +29 partner pod flavors with 7 major juice brands
- +21 pod flavors in 2-3 addtl nicotine strengths
- +27 bottled juice flavors in three nicotine strengths
- +PAX skus



GRIT

CREATIVE GROUP

To: PAX Labs, Inc.
From: Grit Creative Group LLC
Date: March 2, 2015
Re: Influencer Seeding Program, Contractor Agreement

This Scope of Work is made effective as of the 2nd day of March 2015, by and between ("Contractor") Grit Creative Group LLC, an incorporated company with an address at 195 Plymouth Street, 4th Floor Suite 4, Brooklyn New York 11201 and ("Client") Ploom.

1. Project Managers: For PAX Labs, Inc.: Kate Morgan

For Client: Janjay Sherman
2. General description of Project: PAX Labs, Inc. – JUUL Launch Influencer Seeding Program
3. Description of Services and Deliverables: Contractor shall provide the following Services Rendered to the Client.

PUBLIC RELATIONS:

- A. Guest Relations – secure 20 guests to attend/be gifted at the NY JUUL launch party

MARKETING

- A. Curate and identify 280 influencers in LA/NY to seed JUUL product to over the course of three months
- B. Strategy and program development
- C. Track social media activity and provide recap report

PROGRAM ADMINISTRATION

- A. Participate in weekly update call with PAX Labs, Inc. team lead
4. Term of Project: March 2, 2015 to June 30, 2015

5. Termination: Contractor requires 30-day notice period for service cancellation

If one or more acts of God beyond the parties' control renders the performance of services by either party impossible, either party, upon prompt written notice to the other specifying the event(s) or cause(s) will be excused from such nonperformance or delay, and either party then has the right to terminate this agreement on further written notice to the other

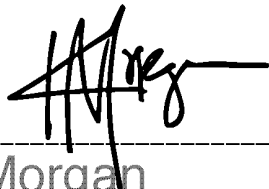
6. Contractor Fees:

- A. \$10,000.00 Contractor requires 50% deposit upon signature of the agreement.
- B. Fees do not include certain costs and expenses all of which require prior approval by client, verbal or written, which are to be invoiced to Client at cost and paid by Client upon receipt of invoice, examples including but not limited to:
 - a. Shipping
 - b. Graphic design
 - c. Branding collateral
- C. The Client will reimburse Grit for all reasonably necessary expenses of travel undertaken by Grit for the benefit of the Client. Reimbursement is subject to presentation of adequate proof of such expense such as receipts. Any expenses in excess of \$50 will require the Client's prior approval to be eligible for reimbursement

In the event of any litigation arising from this agreement, the prevailing party shall be entitled to an award of attorney's fees and costs, including appellate fees and costs. Venue for any litigation arising from this agreement shall be in the Circuit Court in and for New York, NY and the applicable laws shall be those of the state of New York.

Agreed to and accepted as of 2nd March, 2015.

CLIENT:
PAX Labs, Inc.



Sign: _____

Print: Kate Morgan

Title: Field Marketing Manager

CONTRACTOR:
GRIT CREATIVE GROUP LLC.

Sign: _____

Print: _____

Title: _____

FEDERAL TAX ID NO.: 46-3698653



To: Sarah Richardson
For: Pax Labs
From: Grit Creative Group LLC
Date: July 27, 2015
Re: Public Relations/Influencer Relations

This Scope of Work (this "**Agreement**") is made effective as of the 27 day of July 2015, by and between Grit Creative Group LLC, a New York limited liability company with an address at 195 Plymouth Street, 4th Floor Suite 4, Brooklyn New York 11201 ("**Contractor**") and Pax Labs, Inc., a Delaware corporation ("**Client**").

1. Project Managers: For Client: Sarah Richardson

For Contractor: Janjay Sherman
2. General description of Project: Public Relations/Influencer Relations
3. Description of Services and Deliverables: Contractor shall provide the following services rendered to the Client (collectively "**Services**");

PUBLIC RELATIONS:

- A. Media Relations – targeted press outreach / post event servicing for lifestyle coverage/press trip procurement and management:
 - Contractor shall provide 3-4 lifestyle press people for Outside Lands event, each person to be approved by Client prior to the event.
- B. Influencer Relations/Procurement– tailored guest outreach unique to each influencers interests and brand:
 - Contractor shall provide two "**Social Buzzmakers**," for each of 6 events. Each Social Buzzmaker shall have a minimum of 30,000 followers on social media and shall be active on at least two social media channels (e.g. Facebook and Twitter, or Twitter and Instagram).
 - Contractor shall ensure that each Social Buzzmaker posts at least once per social media channel on at least two channels. The timing of these posts shall be determined and/or approved by the Client.
 - Contractor shall provide supplemental influencer/social media attendance at lifestyle retailer PAX events – dates TBD/pending for Gentry Brooklyn, Tenet Hamptons, American Rag LA, and SF store location TBD.
 - Contractor shall secure one blogger, to be approved by Client, to do a blog post on one east coast event and one west coast event.
- C. Contractor shall develop influencer engagement efforts to establish a network of creatives to leverage as loyalists for Juul/Pax brand activations. The plan of development shall be approved by the Client.

- D. Contractor shall be responsible for Media Material Creation, i.e. media alerts for press distribution.
- E. Contractor shall be responsible for photography management i.e. the shot list and working with wire photographer.
- F. Contractor shall be responsible for the post press wrap report.

PROGRAM ADMINISTRATION:

- A. Contractor shall participate in bi-weekly update and approval call with the Client at times to be agreed upon by the Project Managers.
 - B. Contractor shall provide on-site support for special projects when possible.
4. Term of Project: July 28, 2015 to August 28, 2015
 5. Termination: Notwithstanding the foregoing, this Agreement may be terminated prior to its expiration. Contractor requires a 30-day notice period for service cancellation.
 6. Contractor Fees and Expenses:
 - A. \$7,500.00 per month for the term of two months made payable on the first of each month, with the first month's fee due upon the execution of this Agreement. Timing for second month still TBD.
 - B. Client to provide Grit with talent budget to use toward associated fees for influencer wrangling and accommodations. Cost to be presented to client for approval.
 - C. The Client will reimburse Grit for all reasonably necessary expenses related to the project. Reimbursement is subject to presentation of adequate proof of such expense i.e. receipts. Any expenses in excess of \$50 will require the Client's prior approval to be eligible for reimbursement.
 7. Performance
Contractor warrants that the Services will be performed in a professional and workmanlike manner and that they will be in conformance with the requirements of this Agreement. Contractor shall use its best efforts, and shall devote such amounts of its time, personnel and resources as are necessary or appropriate to achieve the objectives set forth in this Agreement.
 8. Independent Contractor
Contractor will perform all Services solely as an independent contractor and not as an employee, agent or representative of Client. Unless otherwise agreed to in writing, neither Contractor nor Client, nor their respective employees or agents, are authorized to act, appear to act, or represent itself to others, as a representative of the other party.
 9. Indemnification
Contractor will indemnify Client against any third party claims and damages arising from any breach of this Agreement by Contractor.
 10. Force Majeure
Neither party shall be deemed in default hereunder nor incur liability to each other due to any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to failure of suppliers, strikes, lockouts or other labor disputes, riots, acts of war, terrorism or civil unrest, earthquake, fire, utility or network shortages or interruptions, the elements or acts of God, or governmental requirements or legal restrictions ("**Force Majeure**"). In an event of Force Majeure which lasts for at least ten (10) days, the party not subject to the Force Majeure has the right to terminate this Agreement on further written notice to the other.
 11. Governing Law:

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of California, U.S.A., excluding any conflicts of laws principles.

Agreed to and accepted as of July 27, 2015.

CLIENT:
PAX LABS

Sign: Sarah Richardson

Print: Sarah Richardson

Title: Director, Corporate Communications

CONTRACTOR:
GPH CREATIVE GROUP, LLC

DocuSigned by:
Sign: Janjay Sherman

Print: Janjay Sherman
7B90EBE4D71C49B...

Title: MANAGING PARTNER

FEDERAL TAX ID NO.: 46-3698653

From: Kate Morgan on behalf of Kate Morgan <[REDACTED]@ploom.com>
To: Sarah Richardson
Sent: 5/6/2015 2:28:38 PM
Subject: Fwd: Influencer Programming
Attachments: JUUL CL .xlsx

Hey Sarah,

Start of curated list of 140 for NYC attached
LA to follow this week.

GRiT will be hand delivering and mailing as necessary. Encouraging social via mail and snapping in person photos and posting on social when possible / in person.

Grit creative will be armed with the following:

- JUUL Boxes - 280 (see below)
- Colored Tissue Paper - to fill the boxes (4 different bright colors)
- Product (ie a starter kit box which includes device + 4 PODS) - 280 - won't get these to you until Mid May)
- Note Cards + envelopes - 280 mixed (see attached - I love them)
- Invite for the Press Event - corralling ~20 ppl





Additionally - we are doing a target to build to 1,000 JUUL Influencers internally via an email campaign.

--

Kate Morgan | field marketing manager

[ploom](#) 660 Alabama St., Second Floor, San Francisco, CA 94110 [REDACTED]

[ploom-logo](#)

[newsletter-button](#)

[facebook-button](#)

[twitter-button](#)

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Kate Morgan | field marketing manager

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e-mail and delete this message and any attachments without retaining a copy thereof.

Insightpool Research: Identifying Social Media Influencers From Email Subscriber List

Overview:

Out of the 340,282 JUULvapor.com email subscribers (pulled in early October 2017), Insightpool has successfully matched 28,751 of the emails to registered social media accounts (i.e. Twitter, Instagram, Facebook, etc.). The reasoning behind the 8% match rate is that the majority of these JUUL email subscribers chose a different email address to register for their respective social media account(s). Insightpool is further investigating the match rate and will provide additional feedback soon.

In the meantime, out of the 28,751 known matches, we've identified at least:

- **17 Top Tier Influencers**
 - *Based on celebrity status (IMBD) and 100K+ collective social reach*
 - *PLUS:*
 - *Leo*
 - *Mark Hamill*
 - *Marc Jacobs*
 - *Naomi Campbell*
- **90 Mid Tier Influencers**
 - *Based on 10-89K collective social reach*
- **28,650 Low Tier Influencers**
 - *Based on less than 10K collective social reach and/or lack of brand/age fit.*

Influencers included in the Top and Mid Tier totals were vetted based on age and brand fit. There is a significant number of influencers who did not fit our ideal standards (i.e. younger than 30), and as a result, were bucketed into our Low Tier (Word of Mouth) category.

This is an abridged look at those eCommerce Customers who have made at least 2 purchases within the past year (pulled in November 2017).

WOM

James Kicklighter - Director/Producer/Writer, Age 29 (was AS, opted out Oct)
Com Truise, age 32 [Ghostly is the DJ/Musician Studio in CA]

Top Tier Influencers

Based on celebrity status (IMDB) and 100K+ collective social reach

List of Those Celebs:

30+ Age

1. Adam Scott, Actor best known for Parks and Recreation, Age 44
 - o Recent Online CM
2. Jeffrey Wright, Actor best known for Westworld, Age 52
3. Anna Paquin, Actress best known for True Blood, Age 35
4. Michael Rosenbaum, Actor best known for Smallville, Age 45
5. Patrick Carney, Drummer for Black Keys, Age 37
6. Maria Bello, Actress best known for Thank You for Smoking, Payback, Age 50
7. Andy Lassner, Executive Producer of The Ellen Show, Age 50
8. Ryan Wyatt, YouTube's Gamer-in-Chief, Age 30+

Below 30 Age (but still recommend keeping on our roster)

9. Elle King, Singer best known for "Ex's & Oh's", Age 28
10. Max Carver, Actor best known for Teen Wolf, Age 29
 - o He purchased JUUL for his dad, Robert Martensen, who is a Dr in LA.
[Testimonial potential]
11. Adria Arjona, Actress best known for HBO's True Detective & CBS' Person of Interest, Age 25 (pursue as WOM -- even though she's on the younger end, she plays characters that appeal to adults, i.e. professional cop / law enforcement.)

High-Level Insights:

- All of these Celebs are within the entertainment industry
- Specifically, 63% (7) of these Celebs are actors/actresses
- 63% (7) are males
- Majority are in Los Angeles

Mid Tier Influencers

Based on 10-89K collective social reach

Mid Tier influencers wildly differ in occupation and reach. The below snapshot is not exhaustive by any means but serves as a good indicator of the types of Mid Tier influencers who have opted in to hear from JUUL.

Example Influencers:

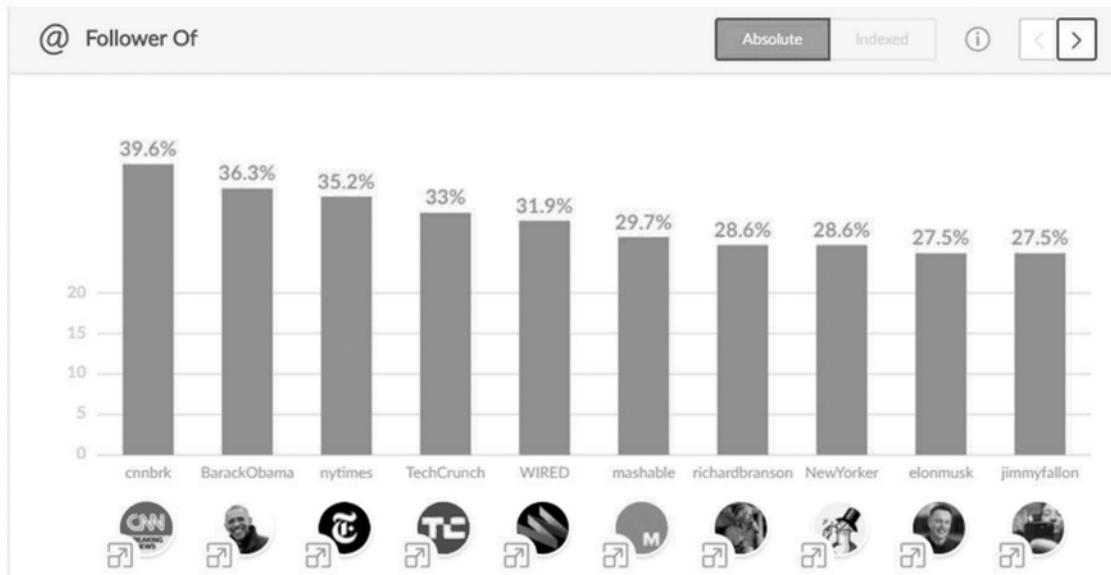
- Mathieu Lebreton, Photographer
- Michelle Violy Harper, Fashion designer & icon

- [Merrick White](#), Clothing designer & [blogger](#)
- [Oscar Boyson](#), Filmmaker/producer/asst director known for Frances Ha (2012), Mistress America (2015) and Good Time (2017).
- [Eliot Dewberry](#), Host/producer/writer of ETCShow

Example Media:

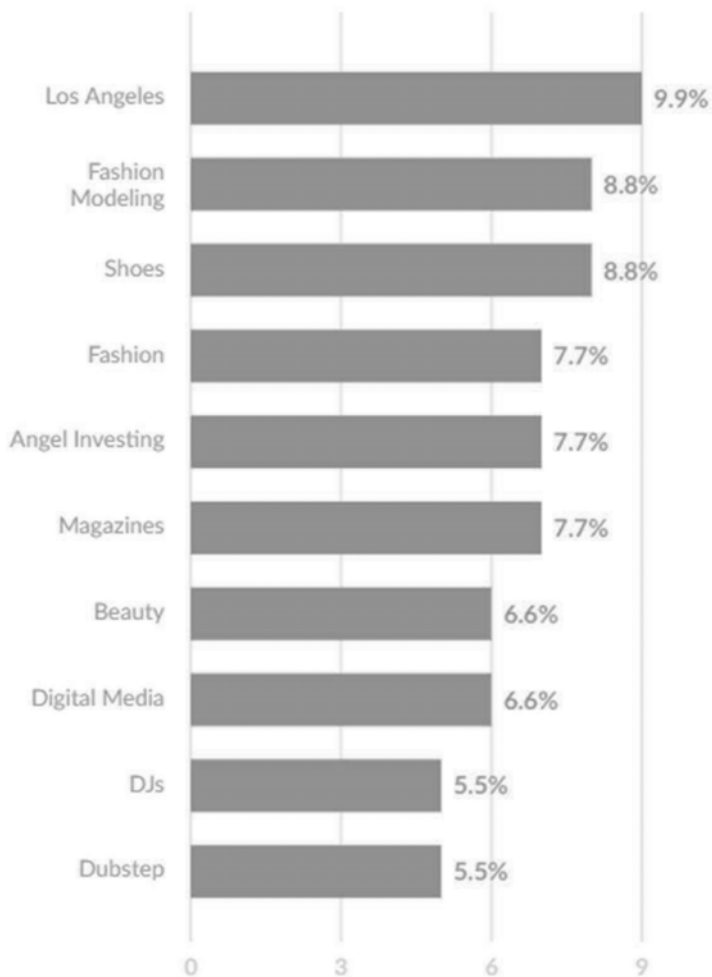
- [Lydia Polgreen](#), Editor in Chief of HuffPost
- [Nilay Patel](#), Editor in Chief of The Verge
- [Sam Lansky](#), Author and editor at TIME Magazine
- [Jian DeLeon](#) Editorial Director @highsnobiety
- [Vanna Le](#), Senior Editor at INC
- [Andrew Tilghman](#), Editor for @navytimes and @Marinetimes. Former @militarytimes Pentagon reporter
- [Thomas Stackpole](#), Editor @BostonMagazine.
- [Jonathan Miller](#), Analyst, contributes to NYT, WSJ, FT, Bloomberg. President/CEO of Miller Samuel, a leading New York real estate appraisal and consulting firm.
- [Phillip Carter](#), Fellow and Director, Military, Veterans, and Society Program
- [Lizzie Crocker](#), Reporter at The Daily Beast
- [Curtis Døde Aldri](#), Technology contributor @Forbes.
- [Ian Frisch](#), Freelance Journalist. Publications include: The New Yorker, The New York Times, Bloomberg, WIRED, Playboy, VICE, etc.
- [Ruby Cramer](#), @BuzzFeedNews political reporter covering Dems. Used to follow Hillary Clinton around the country.
- [E McMorris-Santoro](#), Vice News reporter
- [John Lavitt](#), News Editor for The Fix (addiction and recovery publication)

Mid Tier Twitter Insights:

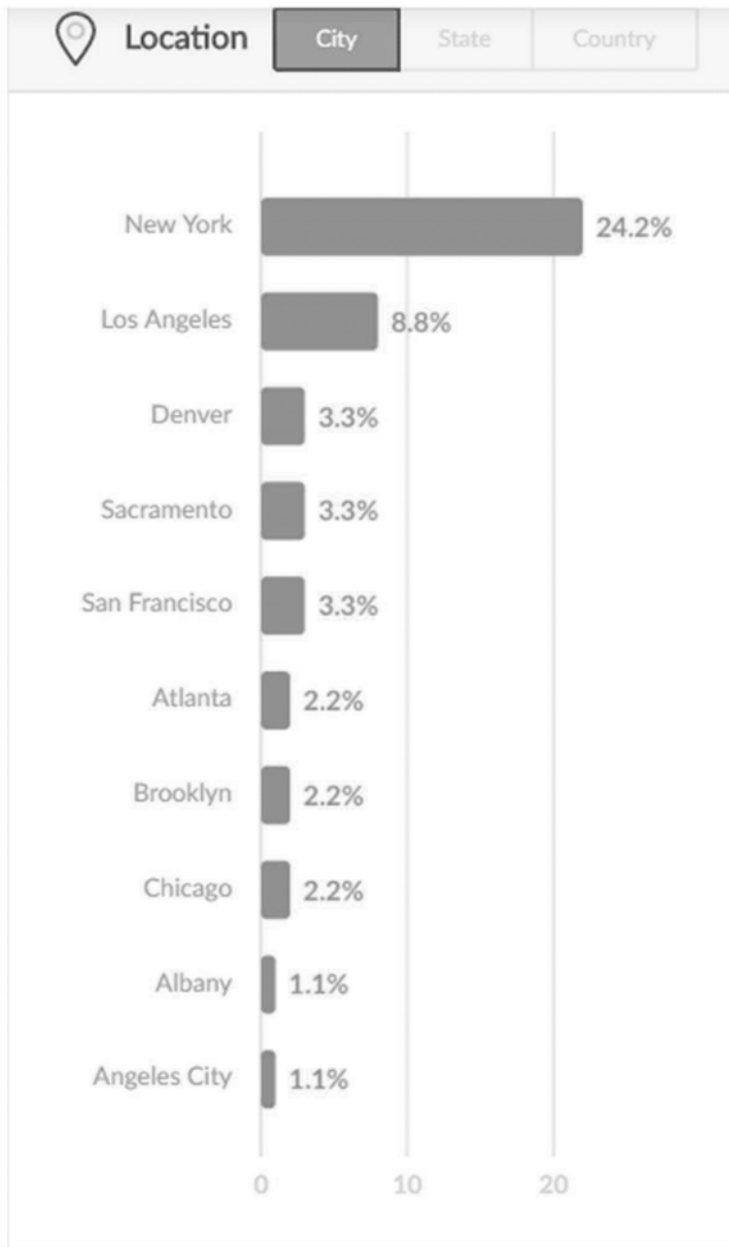


The above graph shows the most popular accounts this audience follows based on the number of people that follow them. [CNN](#) is at the top, which means this tier opts in to hear about breaking news, special reports, and features with a more Liberal perspective. [Barack Obama](#) is at a close second.

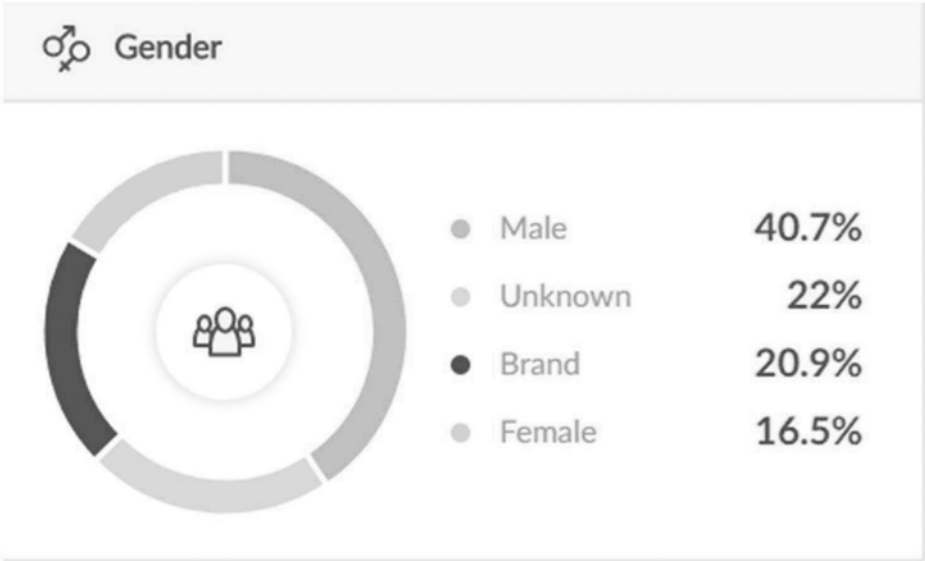
K Influencers Of



The above graph shows what this audience is an influencer of based on keywords pulled from Twitter conversations. Los Angeles is at the top, with Fashion Modeling and Shoes a close second.



The above graph shows where this audience is based, which is scraped from the location field on their Twitter profiles. New York is at the top with Los Angeles coming in second.



The above graph shows the majority of this audience is male, with Unknown (i.e. not specified) being second.

Low Tier Influencers

Based on less than 10K collective social reach and/or based on lack of brand/age fit.

Low Tier influencers are considered super fans and are bucketed in our Word Of Mouth (WOM) tier. Although they don't necessarily have a large online following, we weigh their value more in terms of who they speak to offline.

Example Influencers:

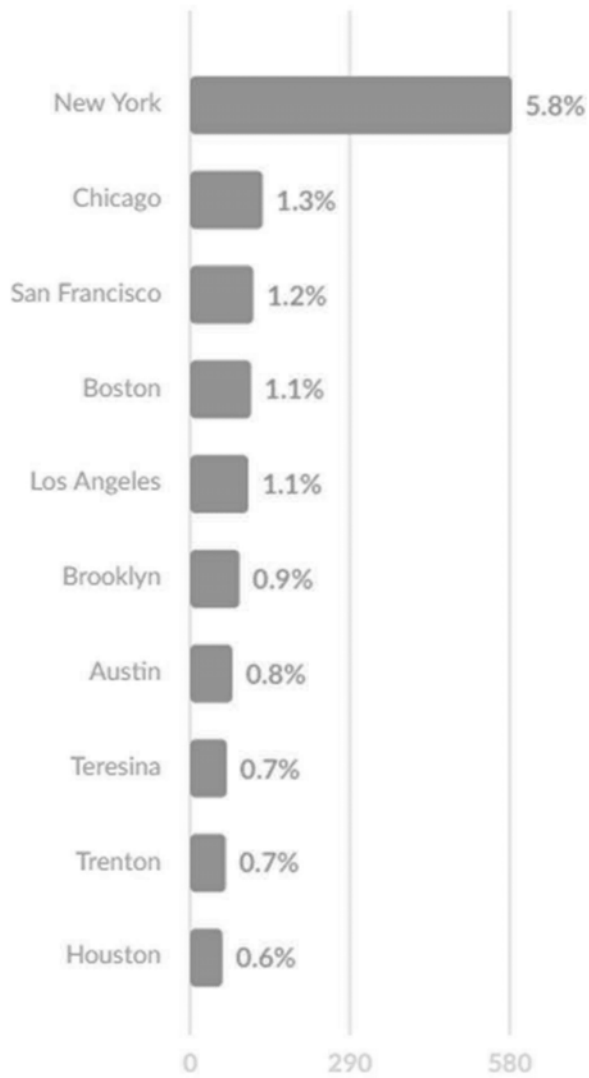
- [Suzanne Hawken](#), Director of social media for realtor.com
- [Vincent Carbone](#), Co-Founder of BrightIdea.com
- [John Heiss, PhD](#), Director of Sports at Herbalife
- [Lori Adelman](#), In charge of @feministing

Low Tier Twitter Insights:



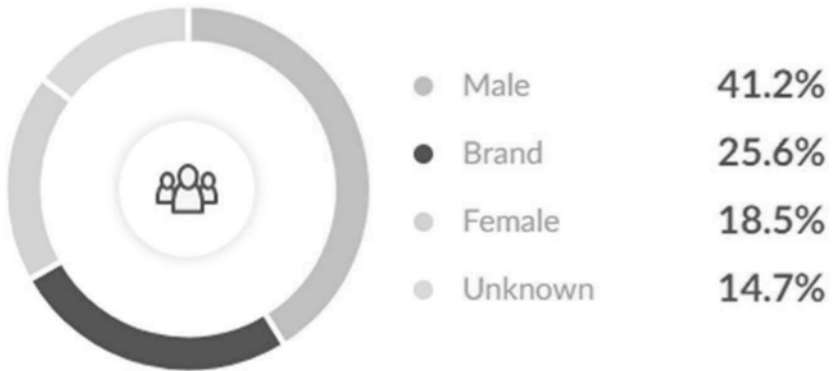
The above graph shows the most popular accounts this audience follows based on the number of people that follow them. [SportsCenter](#) is at the top, which means this tier opts in to hear about sports news the most. Barack Obama is at a close second.

Location City State Country



The above graph shows that the majority of this audience is in New York.

♂ Gender



The above graph shows the majority of this audience is male, with brands (i.e. Vape Shops) being a close second.

From: [REDACTED]@pax.com>
To: [REDACTED]
CC: Team MKTG
Sent: 8/4/2015 5:52:44 PM
Subject: Re: MAY 2015 MARKETING UPDATES

Hi Loren,

Sure is! We're revamping the format and adding some updates. Next one to go out is TBD since P2 International and JUUL initiatives are taking priority right now, but will keep you posted.

On Tue, Aug 4, 2015 at 5:37 PM, [REDACTED]@pax.com> wrote:
Hi guys,

Is this still a thing?

We love seeing these, thanks for taking the time to do them!

LEC

On May 28, 2015, at 7:01 AM, Team MKTG <mktg@pax.com> wrote:

[View this email in your browser](#)

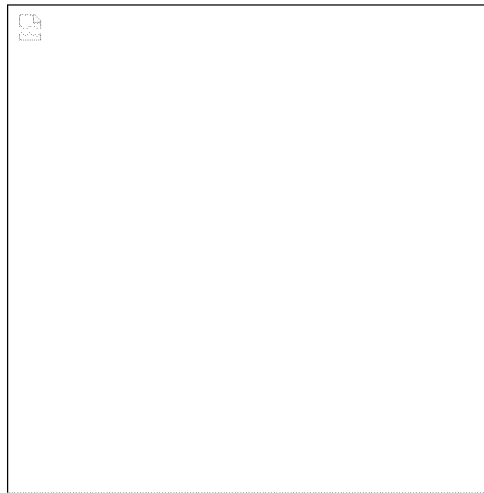
Hey Team Sales!

Use this Monthly Marketing Update as your guide to sharing PLI News to your retail customers. If you have questions, please reach out to us.

Happy scrolling!



A WORD FROM THE JUUL BRAND MAN



It's been a while since we last spoke and a lot has changed... aside from my Jobs-inspired wardrobe of black turtlenecks and sneakers. I want to share some info about JUUL launch by answering a couple questions I know you have.

WHAT'S COMING UP IN THE NEXT 30 DAYS?

THIS WEEK | Asset Templates Library Available for Retail Customers

JUNE 1 | e-Commerce Site Launch

JUNE 4 | NYC Press Party

JUNE 5-6 | 1ST Event Sampling Weekend (NYC)

MID-JUNE | Stock Assets Arrive @ DCL for JBPs

HOW ARE WE SUPPORTING OUR RETAILERS DURING LAUNCH?

The big three in Q2/Q3 are stock POS, templated POS and in-store sampling.

#1 STOCK POS

Includes 80K Takeaway Card Decks, 20K Posters, 22K Clings and 15K Change Mats, are currently in

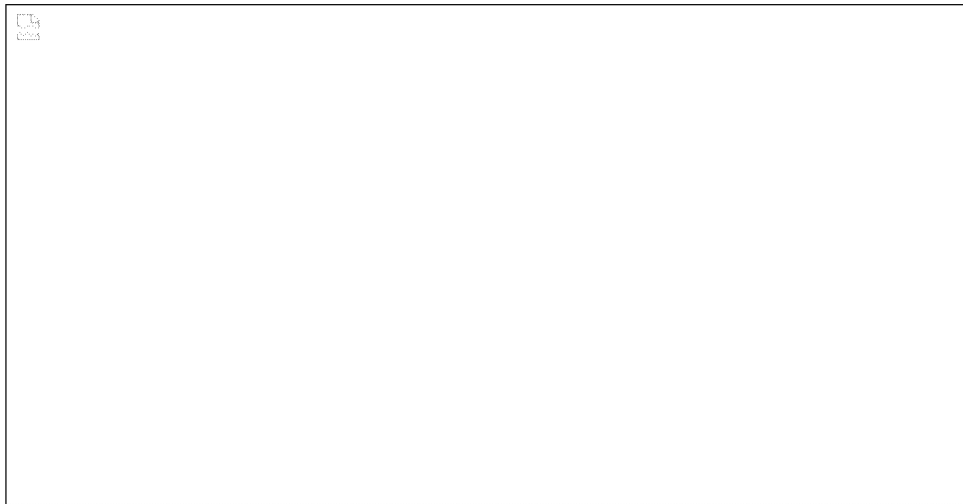
production to fulfill pillar account JBP needs, as well as field and independents.

#2 TEMPLATIZED POS

The library has over a dozen art file templates that will soon be available to share with retailers who want to use our designs to create their own POS, this week we'll get together to talk through processes for accessing them.

#3 IN-STORE SAMPLING

Marty, Kate and team have been hard at work organizing the summer sampling route for thousands of stores, including an awesome sampling app that will educate retailers, age-gate consumers, and train promo staff. It looks like this:



WHY ARE WE MARKETING IN NYC & LA AT LAUNCH?

We need to build awareness and credibility through media and influencers.

For the next three months we're advertising, meeting press, sampling at events and connecting with influencers in NYC and LA. These are two of the most trend-setting cities in the US – their sources of media and press have the power of national amplification, making them perfect locations for us to drive awareness quickly, efficiently and with early credibility. Focusing our launch campaigns there is an excellent way for us to get in front of the rest of the country - from big celebrities to the patrons of our retail shops. Speaking of, big shout out to **Joe Gladstone and team** for their initiative in securing influential vape shops in both cities!

Lastly - **awesome job to everyone** in securing our many, many customers at launch and to those behind the scenes working the logistics that make the JUUL trade marketing machine go. It's a pleasure to work with you guys - more to come!

INSIDE FIELD MARKETING

INFLUENCER PROGRAMMING | JUUL

Word of Mouth Marketing has been identified as the most valuable form of marketing — the one that consumers trust above all others and the one that is most likely to drive sales.

We've targeted 1,500 current smokers turned JUUL influencers to spread the word. These influencers have strong networks in fashion, music and entertainment - many of whom have incredibly strong presences in social media with millions of followers.

STRATEGY & CONSUMER REACH

Sampling through influencer markets, The Container Tour will get JUUL into the hands of over 12,500 influencer subsequently introducing JUUL to over 1.5M people.

UPCOMING EVENTS | JUUL CONTAINER TOUR

All sampling events are open to the public, so please feel free to tell any of your contacts and accounts to stop by!

SAMPLING EVENT DATES

JUNE 4 | JUUL Launch Event NYC @ Jack Studios

JUNE 5 & 6 | Marquee NYC

JUNE 13-14 | Governor's Beach Club EDM Concert

JUNE 16 | Inside Hook on the Hudson @ Piers Maritime Center

JUNE 18 | Prop Master Party (LA) @ Eclipse Worldwide*

JUNE 18 | The Overnight Premier Party (NYC)*

JUNE 19 | Rooftop Films with SPIN media NYC + Afterparty

JUNE 27 | Beer Field USA / Beer festival & Rock Concert

JUNE 28 | NYC Pride (@ March + Dance on the Pier)

JUNE 30 | Prop Master Party (NY) @ The Henley*

**No container*

HAVE QUESTIONS ABOUT EVENTS OR INFLUENCER PROGRAMMING?

Contact [Kate](#).

THE SCOOP ON DIGITAL & PRESS

SOSH + JUUL | UPCOMING CAMPAIGNS

#JUUL

#VAPORIZED

Promoting JUUL sampling tour

The JUUL launch is coming up quick! Launch month will be all about building awareness across the social ecosystem, including featuring influencers at our launch party, promotion of our sampling tour, product features, and engaging and empowering our early adopter fans.

SOSH + JUUL | LAUNCH MONTH

JUUL social media pages launched. Check out JUUL on [Facebook!](#)



WHAT MORE INFORMATION?

Contact [Lee](#) for questions about anything social media.

EMAIL UPDATES | JUUL

NEW SUBSCRIBERS TO DATE: 1,000

KEY INITIATIVES: Promote signup as it provides strong incentives for customers to signup for the Auto-Ship program, upcoming events, social media engagement and provides much needed brand awareness.

WHAT MORE INFORMATION?

Contact [Spencer](#) for questions about email or [Raf](#) for questions on eCommerce.

JUUL | LAUNCH PRESS

We will continue aggressive media outreach to continue to achieve coverage from now until the official JUUL launch date in June. Key JUUL launch placements included [Wired](#), [TechCrunch](#), [The Verge](#) and [Supercompressor](#).

Stay tuned for Men's Health, Gizmodo, Trendhunter and more in the weeks to come!

"A FUNDAMENTALLY DIFFERENT, COMPELLING ALTERNATIVE TO TRADITIONAL CIGARETTES"

- [Vape News Magazine](#)

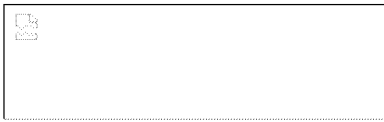
"MAY FINALLY MOTIVATE MASS NUMBERS OF SMOKERS TO QUIT COMBUSTIBLES"

- [Vapor Voice Magazine](#)

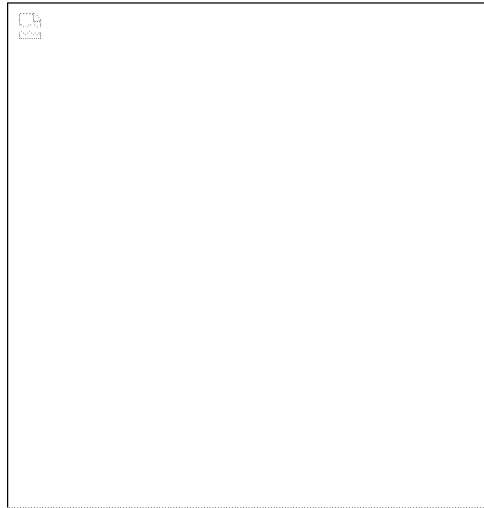
"COMBINES A CRISP AESTHETIC WITH PAX'S EXPECTED INTELLIGENT DESIGN"

- [TechCo](#)

As well as Vaporizers Reviewed, ECigIntelligence, Tobacco Journal, Brand Channel, TMA and more.



A SHORT UPDATE FROM PAX'S BAE



WE DID IT!

PAX 2 launched officially across all channels in April to rave reviews. We'll continue to support the four key pillars of our go to market strategy: maintain + support our core consumers, expand retail channels, dominate digital opportunities and maximize PR.

IN THE PIPELINE FOR THE NEXT FEW MONTHS...

#1 SUPPORTING OUR RETAILER PARTNERS

We're making adjustments to improve our pitch and activation kits. You'll see new consumer support takeaway cards so that our head shop customer can get in touch with our CS team seamlessly. We're also providing new retailer support cards that have CS phone numbers and support emails so that retailers can contact us with ease. The goal is to equip the Sales Department with the tools they need to sell-in and support our new and long-term retailers, so please keep us posted if you have ideas on what else we might include!

#2 DISPENSARY PARTNER PROGRAMMING

We're also working with our local SF Sales team to create a program specific to a dispensary partner with the hopes that we'll be able to scale these relationships. Stay tuned for an event with SPARC (July) and new creative (July) to make PAX more present and available in the dispensary world. This is a great first step in an increasingly appealing channel.

#3 DIGITAL MEDIA STRATEGY + COLLABORATIONS

Our digital media strategy contains two core components: brand-building and conversion. To position PAX as a mainstream, hot accessory, we've bought editorial, display, and mobile ad space on sites like VICE, Pitchfork, SPIN, and The Onion. Conversions come directly from our re-targeting and prospecting partner, Quantcast. Our goal is to establish awareness to increase demand across all channels. By keeping our online Store Locator up to date, we are making sure that all of our consumers can buy PAX and PAX accessories on-demand from their nearest authorized retailer.

In the pipeline, be prepared for a cool collaboration with The Onion (video!) and we'll also be experimenting with a cannabis-only ad server to increase awareness for our core and dispensary customers. This will be focused spend in cannabis-legal states.

#4 LIFESTYLE + COLLABORATIONS

We have seen success with the Odin collaboration and over the next few months we'll be replicating this model in Los Angeles, Chicago, Miami, and New York. The goal is to position the PAX 2 brand next to high-end lifestyle retailers, in an effort to open up the landscape for more mass distribution in this channel in 2016.

#5 PRESS

PR has been insane – every review, from [Tech Crunch](#) to the [Vape Wizard](#) has been overwhelmingly positive. We continue to push strategy on maintaining great coverage. You'll notice some of our long-term initiatives are intended to sustain compelling coverage.

#6 PAX + MUSIC

We're going to be sponsoring music festivals this summer (details to come!), and there is a possibility we'll be live-selling the product onsite. When it comes to events, the goal is to activate in places that our consumers already are, and do something that sets us apart from any other sponsors. We also use these opportunities to gift key influencers and then capitalize on the PR that these events generate.

#7 NEW, SEASONAL SKUs

We are also launching four new mouthpiece colors in August, which will be available for a limited time and online only. This is our first foray into this so we are doing a small run in order to iron out our process. We'll be coming up with similar programs for retail partners.

#8 PAX INTERNATIONAL

Our international planning is up and underway, and cross-functionally there are a lot of boxes to check to ensure that we're launching in the most sustainable way possible. We plan to launch in the UK in August and Germany soon thereafter.

Thanks to YOU for making the PAX 2 launch such a success! We know you've all been working hard to get PAX 2 on the shelves so that our most loyal customers can get after it.

In PAX we trust.

As always, please reach out to me if you have questions, ideas or suggestions!

Contact [Lauryn](#).

PAX EVENTS & SOSH

APRIL PAX RECAP | EVENTS

EVENT DETAILS

3,000 attendees in 3 days across 4 celebrity-studded parties. View photos from PAXchella [here!](#)

AMY SCHUMER SEASON 3 PREMIER PARTY

300 people enjoyed a PAX branded photo booth, 30+ comedians, celebrities and Comedy Central execs enjoyed an Amy Schumer Branded PAX, booze, beats and the first episode of the new season.

Check out behind the scenes photos
on [Facebook!](#)

[Babe Walker](#) social media takeover for Inside Amy Schumer drove 88K total impressions on Twitter.



CLOSED SESSIONS

[#ArtMusicPAX](#) event was a huge success!

Exclusive and intimate, 500 attendees sampled

PAX 2 and previewed new PAX-inspired art with Chicago's most influential musicians, artists and socialites.

UPCOMING SOSH | CAMPAIGNS

#PAXlife MUSIC

Musically-inclined fans will submit songs dedicated to the #PAXlife. Songs will be shared on our Soundcloud page and promoted on social. At the end of our submission period, our favorites will receive a PAX 2.

PAXterpiece THEATRE & #PAX STORIES

Fans will submit stories of their favorite times with PAX, and the best ones will be published on our blog and promoted on social as PAXterpiece theatre. Our favorites will receive a PAX 2!

WHAT MORE INFORMATION?

Contact [Lee](#) for questions about anything social media.

EMAIL UPDATES | PAX 2

AVG. # OF NEW SUBSCRIBERS PER MONTH: 2,000

KEY INITIATIVES: Encouraging audience to signup for our newsletter ultimately leads to more revenue by providing users with product updates, event news, promos and more.

PAX IN THE PRESS | UPDATES

In the last month, we had two big outreaches with the media – JUUL announcement and 4/20 same day delivery. Key JUUL launch placements included [Wired](#), [TechCrunch](#), [The Verge](#) and [Supercompressor](#).

Key 4/20 PAX placements included [Engadget](#), [Fast Company](#), [GQ](#) and [Racked](#).

"ITS COMBINATION OF EASE-OF-USE, PORTABILITY, IMPRESSIVE BATTERY LIFE AND VAPOR QUALITY MAKE IT WELL WORTH CHECKING OUT...SMALLER, LIGHTER AND MORE POWERFUL"

- [Engadget](#)

"ON THE SHOW, THEIR CHARACTERS, ALSO NAMED ABBI AND ILANA, SMOKE OR VAPE USING A TRENDY PAX VAPORIZER IN THE SAME WAY THE SEX AND THE CITY CHARACTERS SIPPED BRIGHTLY COLORED COCKTAILS. THAT IS TO SAY: CONSTANTLY."

- Fast Company

"VAPE FROM THE FUTURE"

- GQ Magazine

"WITTY, SLEEK, AND DOWNRIGHT LUXURIOUS"

- Racked

"THE ORIGINAL SET THE BAR FOR WHAT A PREMIUM VAPORIZER SHOULD LOOK LIKE AND HOW IT SHOULD OPERATE. SPEAKING FROM EXPERIENCE, THE PAX 2 RAISES THAT BAR. IT'S ARGUABLY ONE OF THE BEST LOOKING VAPORIZERS ON THE MARKET WITH ITS BRUSHED METAL SHELL & MINIMALISTIC DESIGN."

- For Homme

"THE ROLLS ROYCE OF THE SMALL HANDHELD VAPES"

- Hempista

AND... The Daily Show & CNN!

INSIDE TRADE MARKETING

PAX TRADE | RETAILER ACTIVATION KITS

We're revamping the way our retail partners are receiving POS and in-store assets.



FULL ACTIVATION KIT INCLUDES

- PO Thank You Card with Kit Details
- Authorized Retailer Poster (1)
- Authorized Retailer Cling (2)
- Available Now Poster (1)
- Pro Tips Table Tent (1)
- Consumer Takeaway Cards 50/pk (1)
- Takeaway Card Holder (1)
- Retailer Support Card with CS Contact Information
- Customer Support Takeaway Cards with CS Contact Information 20/pk (1)
- Tape Kit (1)

Each of you will be receiving 50 boxed Retailer Activation Kits and the remaining being bulk order components. These will begin shipping the first week of June.

SALES SUPPORT | PITCH KITS

In mid-June, we will begin shipping PAX 2 Sales Pitch Kits to your home. These pitch kits are

branded folders loaded with your sell sheets. Each of you will receive 50 pitch kits per month. If you'd like more in between months or freeze your monthly order, please contact [Kelly M.](#) for additional bulk order shipments.

MERCHANDISING | PAX 2

Hang tight! We're working feverishly at HQ to solution a structured trade program that will offer premium merchandising and POS selection for our retail partners based on their monthly sell through. These tiers are being designed to incentivize our retail partners to increase their IOQ on initial P.O.'s in order to qualify for specific merchandising landscape and support.

HAVE QUESTIONS ABOUT TRADE MARKETING?

Contact [Nicole](#).

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--

 | Trade Marketing Manager

PAX Labs, Inc. | 660 Alabama Street, Second Floor, San Francisco, CA 94110 | m 



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JUUL Influencer Program:

Goal: Target influential individuals and gift them product that will be endorsed through word of mouth marketing.

Who: Influencers are defined as individuals who have strong influence over their audience. We are aiming for influencers in popular culture with large audiences in various sectors such as music, movies, social, pop media, etc.

How: Research influencers who would be interested in product and/or are smokers and send them complimentary JUUL. Manage and nurture relationship with influencers through gifting and other incentives.

Stage 1: Initial Outreach

- 517 e-mails contacted with offer to redeem free JUUL with unique URL key connected with their e-mail.
 - 144 e-mails of 517 were e-mails sent directly to celebrities
 - 373 e-mails of 517 were e-mails sent to managers to gift to celebrities

Stage 1: Results

- 259 of e-mails opened
 - 95 celebrity e-mails opened
 - 164 manager e-mails opened
- 15 JUUL SK redemptions through unique key usage
 - 13 celebrity SK redemptions
 - 2 manager SK redemptions
- 6 direct response via e-mail for product
 - 5 of those responses were management and were gifted SK
 - 1 response was from celebrity whose unique key did not work, and was gifted SK.

Stage 2: Outreach to non-redeemers and redeemers

- 15 influencers who redeemed JUUL through unique key usage contacted and asked about feedback and potential to gift JUULpods
- 6 who directly responded via e-mail for product contacted about feedback and JUUL pods
- 75 influencers who opened e-mail but did not redeem JUUL contacted again about JUUL interest.
- 146 managers who opened e-mail but did not redeem JUUL contacted again about JUUL interest.

Stage 2: Results

- 4 Responded to JUULpod offering that included feedback about JUUL experiences and were gifted favorite JUULpod flavors.
- 2 manager responses
 - 1 response saying waiting on client feedback
 - 1 seemingly automated response asking for more product
- 9 JUUL SK gifted to influencers who did not redeem during first initial outreach
- 6 JUUL Managers gifted SK who did not redeem JUUL during first initial outreach.

Total results:

- 36 contacts gifted SK of varying amounts
- 4 responses to JUULpod gifting outreach

What's next?

- Wait on 15 of those gifted SK on second round to experience, then inquiry about experience and JUULpods.
- Keep contact with those who received JUULpods.
- Reach out again to those who did not respond to JUULpods.
- Build List – outreach again.

Overall ROI:

- Due to the nature of celebrities and their importance on public identity, there can be little to no public postings or awareness of JUUL usage.
- Despite having little to no JUUL publicity from these influencers, we are in direct contact with some influencers who have said they are in love with the device, and are asking for more products.
 - We can assume that that word of mouth marketing is in effect

What We Learned:

- JUUL is loved but not well known at all.
- Users love JUUL but have not or cannot express it publically. Ex: Joe Jonas
- Word of mouth marketing is in effect through feedback we have received from some influencers. *"After my friend tried mine, he got his own because it's easy to hide from GF"*
- Creating a unique key for JUUL redemption is great for automating logistics for sending product, but it is intimidating and may be tedious for certain people. I am certain many people did not want to fill in information because of various reasons.
- Incorporating JUUL news article and asking for shipping address in response resulted in more clicks and faster response rate. I strongly believe if our first outreach was a message that incorporated link to a JUUL article and asked for a reply to shipping address rather than filling out a form, we would have received more responses. However, creating a unique URL key created

legitimacy so our users know we're not spammers or trying to con them for their data.

What Needs To Be Done:

- Finding a way to track ROI of our influencers.
 - Ask for more feedback, questionnaire, etc. Maybe ask to post?
- Target and gift influencers who would be able to post on social media to get more publicity. Difficult task because smoking stigmas
- Perhaps find a niche where JUUL would flourish and gift there? Certain models such as Suicide Girls often incorporate smoking and have a HUGE following. Not exactly what we're looking for but that's the concept I'm trying to get at.
 - Get onto: [HYPERLINK "https://instagram.com/workhardanywhere/"]
 - [HYPERLINK "https://instagram.com/everydaycarry/"]
 - [HYPERLINK "https://instagram.com/outfitgrid"]
- Reach out to PAX influencers to see if they would be interested in JUUL
- Get more product identity and presence on YouTube.
 - Waiting on BrySi to post his review.
- Consider sponsoring individual or having brand ambassador for JUUL.

From: [REDACTED]@gmail.com
To: Jessica Edmondson
Sent: 12/5/2017 12:32:40 PM
Subject: Re: Thanks for all the JUUL love + intro

Hey Jessica! WOW - thank you so much for the codes!! That is so awesome and greatly appreciated. I will forever and always rant about how much I love Juul and how it saved my life. Anything I can do to push it out - and also Bobby Lee has confirmed he hasn't touched a cigarette since.

Thank you again
Nora

Sent from my iPhone

On Dec 4, 2017, at 6:48 PM, Jessica Edmondson <[REDACTED]@juul.com> wrote:

Hey Nora,

I got your email from [REDACTED] and wanted to personally reach out and thank you for spreading the word of JUUL. I heard your guest appearance on Bobby's podcast and how you recommended the product as a way to get off cigs for good ("the Mercedes of e-cigs" has a nice ring to it!).

JUUL was formed with the goal of improving the lives of the world's one billion adult smokers, and with amazing advocates like you, I feel we can continue to make that happen. While I legally can't offer free product (industry regulations), I'd like to offer you heavily discounted product to stock up on.

These are good for separate orders via JUULvapor.com. Each code will bring price of pod pack down to **\$1** (plus tax) per for up to 10 total pod packs per code:

PODDUF [REDACTED]

PODJD3 [REDACTED]

PODDR9 [REDACTED]

POD5C3 [REDACTED]

Only works with a JUUL Starter Kit and brings price down to **\$1** (plus tax) per code:

JUULSK [REDACTED]

JUULSK3 [REDACTED]

JUULSK [REDACTED]

JUULSK4 [REDACTED]

I'm also actively working on a VIP program that will offer early access to new devices, flavors, swag, etc. I'll be sure to let you know once it's ready. In the meantime, thank you again for all your endorsements and please feel free to reach out at anytime.

Cheers!
Jessica

--
Jessica Edmondson, Influencer Manager

Juul Labs | 660 Alabama Street, Second Floor, San Francisco, CA 94110 | C: [REDACTED]

photo [juul_labs_sig2_zpsb4y2zjvf.jpg](#)

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From: Jessica Edmondson on behalf of Jessica Edmondson <[REDACTED]@juul.com>
To: [REDACTED]
CC: [REDACTED]
Sent: 5/29/2018 4:11:40 PM
Subject: Re: Influencer Dept. Roundup

Hey Ashley,

Off the back of our brief chat this AM, circling back with adjustments ...

~~1. Fielding Influencer Applications – DONE~~

2. Filtering through Insightpool - would like to save for last

~~3. Fleshing out the Press List – DONE~~

4. Fleshing out the Celeb smoker + vapor list

- **YOUR TASK:** List of Celeb smokers needs to be expanded + fleshed out via Influencer Program Tracker "Proactive Celeb Smoker" tab.
- **BENEFIT:** Will get a crash course into the Celebrities we're most excited about and how to spot a good opportunity via social media.

Would like bump up #4 for Thur or sooner if you're able. Basically starting on cell #85, please hunt down celebrities who smoke, vape, or rumor to do either (note: celebrities often don't like sharing that they smoke/vape, so we have to manually pull from paparazzi photos from news orgs, social media sightings, fan accounts who have photos, interviews, etc). Also keep an eye on any very old news sources (i.e. anything before '14 or '15 is very iffy and just because they appeared to smoke on TV doesn't mean they didn't use fake cigarettes... I fell for this for Mad Men cast). Lastly, do a quick search to make sure the celeb isn't pregnant or in the news for dire health issues. As an example, look at the other folks on their and feel free to spot check me with leaving Google Sheet comments.

Thanks for your help!
Jessica

On Wed, May 23, 2018 at 12:03 PM, Jessica Edmondson <[REDACTED]@juul.com> wrote:
Hey Ashley,

Following up here with some tasks I'm hoping to get your help on while Nora's out. I'll set-up a meeting with you to go over these in greater detail, but dropping here for easy reference. Please let me know if you have any questions off the back of yesterday's meeting + the previous list of resources.

+++

1. Fielding Influencer Applications

As you've learned, influencers need to be of the right age as our personas (Andi, age 28+) with mature audience, have to be onto JUUL, and want to help spread the word of JUUL to other adult smokers. The last piece is reach, but we usually find a project for each

person who meets the initial 3-pronged questionnaire.

- **YOUR TASK:** Fielding applications on the first and second tab.
- **BENEFIT:** Will get a crash course into what we're looking for in an influencer.

2. Filtering through Insightpool

- **YOUR TASK:** Filtering through uploaded customer lists to find Tier 1, 2, and 3 influencers (as well as press) to engage with.
- **BENEFIT:** Will get a crash course into the influencers we already have on tap.

3. Fleshing out the Press List

- **YOUR TASK:** List of Twitter handles need to be looked up + noted in our Media List (i.e. flesh it out more) HERE.
- **BENEFIT:** Will get a crash course into the Press who we currently have on tap and who may already be engaging with us on social media.

4. Fleshing out the Celeb smoker + vapor list

- **YOUR TASK:** List of Celeb smokers needs to be expanded + fleshed out HERE
- **BENEFIT:** Will get a crash course into the Celebrities we're most excited about and how to spot a good opportunity via social media.

Thanks,
Jessica

On Tue, May 22, 2018 at 4:12 PM, Nora Walker <[REDACTED]@juul.com> wrote:
Let's try to have a sit down on this tomorrow for a quick half hour - Ashley you can review and then ask us questions. It will be fun, I'll bring snacks.

On Tue, May 22, 2018 at 4:11 PM, Jessica Edmondson <[REDACTED]@juul.com> wrote:
Hey Ashley,

+Nora for visibility

Below is a meaty roundup of relevant status updates + docs on the Influencer front (sent you some *really* in-the-weeds docs for your general knowledge).

Please give me a holler if you have any questions, thanks!

CURRENT STATUS

We now have a **VIP Portal for Celebrities** to deliver a white glove JUUL.com customer experience. This Portal is invite-only and focuses on exclusive discounts, reserved access to limited edition colors, and will feature early access to future product launches.

Here is an example of who is invited thus far:

<p>Mark Hamill Age 66</p>  <p>Luke Skywalker in the original Star Wars trilogy. Awarded Hollywood Walk of Fame star.</p>	<p>Jeffrey Wright Age 52</p>  <p>Actor (HBO's Westworld + others). Has won a Tony, a Golden Globe, and an AFI award.</p>	<p>Adam Scott Age 44</p>  <p>Known for his role in the NBC sitcom Parks and Recreation</p>	<p>Andy Lassner Age 51</p>  <p>Emmy award-winning executive producer -- @theEllenShow, also The Rosie O'Donnell Show, The Test.</p>
--	--	--	--

We plan to grow this network at least 10x this year, to including A-List Celebrities like: **Leonardo DiCaprio, Katy Perry, Charlize Theron, Tobey Maguire**, and more. This will segway us into being able to maintain current relationships and more importantly actively outreach and grow our influential community of adult smokers.

Prior to today, we were restricted from really being able to engage influencers due to our inability to charge for the product and stay FDA compliant.

Will open the doors to a lot of exciting programming.

MORE INFO BELOW - INFLUENCER DOCS - THOSE HIGHLIGHTED ARE IMPORTANT TO YOU

1. Influencer Recap 2017 + Look Ahead 2018 - pdf

This gives a good highlevel look at how we're looking to grow our in-house database

2. VIP Support Training JUUL.com - Keynote

This gives you a good in-the-weeds walk-through of our JUUL.com "VIP Portal" for Celebs - it's basically account upgrades

3. Celebrity Criteria

This is to avoid bias when deciding WHO makes the cut for our VIP Portal with \$1 SKUs.

4. JUUL Influencer eComm Shop Experience

This explains WHY we built out a VIP Portal to begin with and where we aim to go for other tiers

5. Identifying Social Media Influencers From Email Subscriber List

This gives you background on HOW I started data mining our subscribers to see what influencers we already have on tap

6. Influencer Program Tracker - pls bc careful making changes

I'll be building this out more but it's basically out internal database of WHO/What/When/Where. Main initiatives I do with this intel:

1. **Video Testimonial Casting** (ie I casted 3 Influencers + helped get the others that you're starting to see pop up [HERE](#)).

2. **Product Photo Shoot Casting**

3. **Community Page Submissions**

4. **Influencer Attendance for Events**

7. **Influencer Applications** - feel free to push leads here (if they're Celeb - give my direct contact details)

We get so many hits from social media + info@ email address from people wanting to be an influencer. This is how I streamline it.

8. Content Creator Influencer Inquiries / How to Field

This gives you a good idea of our criteria before activating an influencer:

1. AGE

2. SMOKER STATUS

3. REACH

9. Content Creator Influencer Guide - pdf

This is an example of what we ask typical influencers to do (i.e. those popular on social, photographer, blogger, vlogger, etc. We have to make sure content is on brand + legal approved).

Cheers,
Jessica

--

Jessica Edmondson

[Juul Labs](#) | 560 20th Street, San Francisco, CA 94107 | O: [REDACTED]

[photo juul labs sig2 zpsb4y2zjvf.jpg](#)

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Jessica Edmondson

[Juul Labs](#) | 560 20th Street, San Francisco, CA 94107 | [REDACTED]

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Nora Walker

[Juul Labs](#) | 560 20th Street, San Francisco, CA 94107 |

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Jessica Edmondson

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INVITE LIST

200 'casted' influencers

- 175 receive e-invites, 25 receive hard copies to 'casting party for next face of JUUL'
- incentive is chance to get their face in Times Square during June
- instagram competition - post and be judged by COACD, Galore, etc.

25 press +1's = 50 press attendees

- general invite

20 influencers through Grit

- general invite

100 PAX Labs guests

- general invite

From: Chelsea Kania on behalf of Chelsea Kania <[REDACTED]@pax.com>
To: Mae Karwowski
CC: [REDACTED]
Sent: 10/30/2015 12:16:18 PM
Subject: Re: Pax x OS Follow Up Information

Hi Mae,

Thanks again for sending this along!

We are interested in working with you and would like to start by involving you in two campaign projects: The Weeknd for PAX, and Save Room for JUUL. Along the way we can better determine out how you fit with our broader social media and influencer needs. Also introducing Spencer Pederson here, who assists us in managing both brands.

Re. The Weeknd, Lauryn will follow up separately to talk details.

Re. Save Room for JUUL, here's a quick brief:

- 'Save Room for JUUL [this season]' features our JUULpod flavors paired with recipes created by influencer chefs, the purpose is to create engaging content that highlights our flavors but more importantly to leverage this campaign to expand awareness
- a group of influencer chefs NY are going to pair a few of our JUULpod flavors with recipes of their choosing (fruit, coco miint, bruule)
- we're hosting photo shoots at their restaurants/homes next week to capture the recipe processes, get images of product alongside the foods, and profile the chefs in their environments
- chefs will then post content on their social platforms, we'll also have our pr agency shop the feature around and hope that the story gets some attention
- we will host a simple blog-like page on our site that features the chefs, their recipes and the JUULpod feature flavors - as well as push out to our (very small) social audience
- campaign will likely launch sometime between 11/17-12/1 (we're nailing down internal timelines)

One of our biggest challenges with this campaign is awareness. I would love if you can brainstorm a bit on your end about what could be done to leverage this campaign to generate buzz, whether that's via other chef influencers posting about us, having help curating content, etc. Maybe we can hop on the phone early next week to discuss further?

Then with full information about both projects mid-next week, maybe we can start to talk timing, processes and costs. Let us know how that sounds?

Thanks!

Chelsea

On Wed, Oct 28, 2015 at 11:48 AM, Mae Karowski <[REDACTED]> wrote:

Hi Lauryn and Chelsea,

Thanks so much for talking with us yesterday! We ran reports based on your criteria and came up with a sample influencer list. Here is what I've attached:

Deck with sample influencers and sample content

- Influencer sample criteria: NYC influencers who enjoy vaping and/or The Weeknd. Accounts from 3,000-50,000 with strong engagement.
- Content sample: Instagram, Twitter and Facebook content for two very different brands with very different brand voices/visual styles. Plymouth Gin is aimed at the worldly 30-55 male, with a nautical theme celebrating their connection with the British Navy. Uniqlo is "Lifewear" "Made for All" with a cool, stylish tone. Wanted to show a range, clearly!

Strategy Sample for the Weeknd Campaign w/ Expected Results

- We would be able to execute on all aspects of this plan ASAP
- This could make a large splash online. leveraging the Weeknd's popularity and cache, even though there is only a limited quantity.
- We went into detail in this report to show you just how excited we are about this campaign

Happy to answer any and all questions.

Best,
Mae

Mae Karowski
Founder, Obviously Social



--
Chelsea Kania | brand manager
PAX Labs, Inc. 660 Alabama Street, Second Floor, San Francisco, CA 94110 [REDACTED]



#SaveRoomforJUUL Social Campaign - Pricing

Obviously Social 11/7/2015

Goal	Dates	Strategies	Details	Tiered Options	Cost (For Entire Campaign)
Project Management	11/12-1/1	<ul style="list-style-type: none"> Synchronize and plan influencer and chef promotion 	Provide participating influencer chefs/influential foodies/fans/official account with content calendars, dates and suggested imagery pre, during and post launch to ensure we are leveraging their audiences.	N/A	\$3,000
Social Content	11/12- 1/1	<ul style="list-style-type: none"> Content creation and coordination Community management and live posting (we will do this or create detailed guidelines for your team) 	<p>Coordinate messaging: ensure all photo shoots, influencer chefs, influencer foodies, fans, and JUUL account all uses the same hashtag.</p> <p>Creative briefs on best shots/videos for social for the chefs' photo shoots restaurants/homes</p> <p>@JUULvapor contest details will be incredibly specific, and terms and conditions will be clearly communicated on JUULvapor.com.</p>	<p>Content creation entails:</p> <ul style="list-style-type: none"> Creating calendar, all coordination, captions, choosing best influencer and fan content to repost. PAX team does live posting during concerts. (suggested) 	\$6,000
Influencer	11/12- 12/31	<ul style="list-style-type: none"> Influencer identification & outreach for entire campaign 	<p>Find the right influencers:</p> <ul style="list-style-type: none"> Food/lifestyle influencers Fans of the chefs Influencers who have used the hashtags #vapelite, #vape 	<p>Content creation entails: All of above PLUS Creating visual and video assets - 4 per week.</p>	\$13,000
				25 influencers total:	\$1,500
				50 influencers	\$3,000

		<ul style="list-style-type: none"> Influencers will help launch #saveroomforjuul giveaway by sharing content from the influencer chefs along with instructions to their followers on how to enter for a chance to win a Juul vaporizer & Juul flavor pods. Details will be incredibly specific, and terms and conditions will be clearly communicated on JuulVapor.com. Messaging must include prompt for influencers to tell their audience that they can sign up to win a vape at www.juulvapor.com/saveroomforjuul -- this is where we will collect email information. <p>OS coordinates:</p> <ul style="list-style-type: none"> influencer hosted ticket giveaways using the #SaveRoomforJUUL hashtag and following/tagging @JUULvapor. All influencer posting All influencer incentives and product 	<p>total: (suggested)</p> <p>100 influencers total:</p>	\$5,500
Ongoing Campaign (post event series)	12/31 -2/28	<ul style="list-style-type: none"> Content creation and coordination Community management and live posting (we will do this or create detailed guidelines for your team) User Generated Content generation 	<p>Content creation entails:</p> <ul style="list-style-type: none"> Creating calendar, all coordination, writing all captions and text, choosing best influencer and fan content to repost. PAX team does live posting during concerts. 	\$6,000
			<p>Content creation entails: All of above PLUS Creating visual and video assets - 4 per week.</p>	\$13,000

INVOICE 18-007

Agua Fria Union High School District No. 216
1481 N Eliseo Felix Jr. Way Suite 110
Avondale, AZ. 85323

DATE: 6/26/2018

TO: JUUL LABS, INC

Bruce Harter


ATTN: ACCOUNTS RECEIVABLES

JUUL PILOT PROGRAM

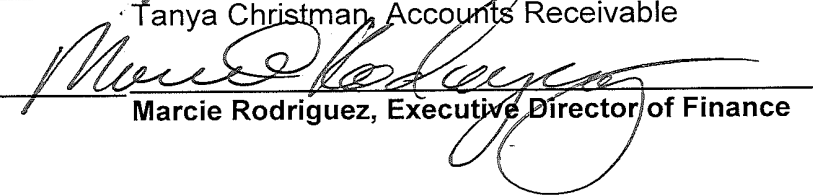
TOTAL : \$10,000.00
75% DUE 6/26/2018 AND 25% AT COMPLETION ON PROGRAM

REMIT TO:

Agua Fria Union High School District
1481 N Eliseo Felix Jr. Way Suite 110
Avondale, AZ 85323



Tanya Christman, Accounts Receivable



Marcie Rodriguez, Executive Director of Finance

**MEMORANDUM OF UNDERSTANDING
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT No. 216
AND
JUUL LABS, INC.**

I. Parties and JUUL Program

The purpose of this Memorandum of Understanding (MOU) is to establish an understanding between JUUL Labs, Inc. ("JUUL") and the Agua Fria Union High School District No. 216, a political subdivision of the State of Arizona ("AFUHSD") and that JUUL is willing to provide grant funds to AFUHSD for the purpose of supporting the implementation of a pilot program to educate, prevent, and/or discourage students from using e-cigarettes (the "JUUL Program").

The JUUL Program is designed to provide students with information about the harmful effects of e-cigarettes; engage students in learning about how to resist peer pressure; and allow students an introduction to mindfulness as a way to deal with stress, improve focus and reduce emotional reactivity in their lives.

II. Description of Services

JUUL agrees to provide a grant of \$10,000 per school to the AFUHSD to implement the JUUL Program at one or all of its high schools, as determined by AFUHSD, in one of three ways:

1. Saturday School Program

- a. Provide 8 to 10 sessions of a Saturday School program in lieu of traditional discipline targeted toward students who have broken school rules about 1) possessing e-cigarettes on school grounds or at a school function off school grounds; 2) using e-cigarettes on school grounds or at a school function; or 3) for other violations of school rules such as truancy, skipping classes or any other violation in which a school administrator determines that it would be in the student's best interest to participate in the JUUL Program.
- b. The Saturday School program will be at least 3 hours in length and the Designated AFUHSD Instructor (defined below) will substantially utilize the JUUL sponsored curriculum, administer the evaluations for each session of the program as well as the end of course assessment and submit the originals or copies of the student-completed evaluations & assessments to the JUUL designated third party consultants ("JUUL Consultants") that are assisting with the JUUL Program rollout.
- c. On the Saturdays that the school provides the JUUL Program, the school will also offer a training on e-cigarettes for the parents of the students who are in the JUUL Program as well as inviting all other interested parents to join the

sessions. These sessions will be at least 90 minutes in length and will substantially use the JUUL sponsored parent curriculum.

- d. The pilot school(s) will select the staff who will be delivering the instruction for students and facilitation for parents ("Designated AFUHSD Instructor"). JUUL Consultants will provide the curriculum materials and training for the Designated AFUHSD Instructor(s) who work with students and parents but will not provide direct services in the Saturday School pilot program.
- e. The funding from JUUL is provided to compensate the Designated AFUHSD Instructor, the parent program coordinator or facilitator, the supervising administrator, and for the custodian at rates consistent with AFUHSD practices. The funds also are intended to provide snacks for students and parents during the sessions as well as for copying expenses for the materials.
- f. The program may be available for Maricopa County Teen Court participation.
- g. AFUHSD allow the JUUL Consultants to observe program sessions without participating in them.
- h. AFUHSD will provide the JUUL Consultants with the dates / times for the sessions and advise the consultants of any changes to the schedule.
- i. AFUHSD, through its Designated AFUHSD Instructor will keep track of the number of students who attend each session for both the students and parents and provide that information to the consultants along with the evaluation and assessment forms after each Saturday when the program is provided.

2. In School Program

- a. Schools will use the JUUL sponsored curriculum in the regular classroom setting in classes or during advisor periods as determined by the AFUHSD .
- b. Depending on the schedule of the school, the program may be delivered in 2-5 sessions. The school will administer and collect evaluations and course assessment documents, the same as in the Saturday School pilot. Originals or copies of the evaluations and assessments will be submitted to the JUUL Consultants as soon as practicable after a course is completed.
- c. AFUHSD may use the funding to engage consultants to deliver parts of the curriculum that school staff may not be able to deliver, such as the mindfulness session. The funding may be used for stipends for staff directly responsible for delivering and/or supervising the program and for materials and supplies for the program.
- d. AFUHSD will allow JUUL Consultants to observe program sessions without participating in them.
- e. AFUHSD will provide the JUUL Consultants with the dates / times for the sessions and advise the consultants of any changes to the schedule.
- f. AFUHSD, through its Designated AFUHSD Instructor will keep track of the number of students who attend each session for both the students and parents and provide that information to the consultants along with the evaluation and assessment forms as soon as practicable after a program is completed.

3. Summer School Program
 - a. AFUHSD will use the JUUL sponsored curriculum in the regular summer classroom setting in classes as determined by the AFUHSD .
 - b. Depending on the schedule of the school, the program may be delivered in 2-5 sessions. The Designated AFUHSD Instructor will administer and collect evaluations and course assessment documents, the same as in the Saturday School pilot. Originals or copies of the evaluations and assessments will be submitted to the JUUL Consultants as soon as practicable after a course or program is completed.
 - c. AFUHSD may use the funding to engage consultants to deliver parts of the curriculum that school staff may not be able to deliver, such as the mindfulness session. The funding may be used for stipends for staff directly responsible for delivering and/or supervising the program and for materials and supplies for the program.
 - d. AFUHSD will allow JUUL Consultants to observe program sessions without participating in them.
 - e. AFUHSD will provide the JUUL consultants with the dates / times for the sessions and advise the consultants of any changes to the schedule.
 - f. AFUHSD, through its Designated AFUHSD Instructor will keep track of the number of students who attend each session for both the students and parents and provide that information to the consultants along with the evaluation and assessment forms as soon as practicable after a program is completed.

- III. JUUL Lab, Inc, will provide 75% of the funding upon approval of this MOU and the remaining 25% upon receipt of the final report from the principal which will include a summary of the trainings provided with dates, number of students and parents served and the staff evaluation forms for the teacher(s) involved, the parent trainer(s), and the supervising site administrator. The final report will also include a summary of all expenses for the grant awarded. JUUL Consultants will have the option of requesting back up for the expenses of the grant, at their discretion.

- IV. Confidentiality
While none of the evaluations or assessments from the pilot program are designed to include student names or other personally identifiable information, the JUUL Consultants will maintain strict confidentiality about any and all personally identifiable information that may be observed by the consultants or inadvertently shared with the consultants. To the extent applicable, JUUL and JUUL Consultants shall keep all student records confidential in accordance with the Family Rights and Privacy Act (FERPA) and regulations adopted pursuant to that Act; the Individuals with Disabilities Education Act as Amended (IDEA) and regulations adopted thereunder; the Health Insurance Portability and Accountability Act (HIPAA) and regulations adopted thereunder; and applicable AFUHSD policies regarding the disclosure of personally identifiable information from students' education records.

Additionally, any information about JUUL, to the extent permitted by law, AFUHSD will regard and preserve such information as confidential, and will not divulge to unauthorized persons or use, or authorize or encourage persons who are under AFUHSD's direction or supervision to use, for any unauthorized purposes, whether during or after the term of this MOU, any information, matter, material or thing of a secret, confidential, or private nature connected with the business of JUUL or any of its suppliers, customers or their affiliates.

V. Duration

All sessions in the program must be completed no later than November 30, 2018.

VI. Termination

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. Funding must be returned if the program is not executed and after notice of termination AFUHSD may submit an invoice for costs incurred up to the date of termination. This MOU may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

VII. Hold Harmless/Indemnity

Each party to this MOU, to the extent permitted by law, agrees to hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party, except in the case of willful misconduct or negligence.

VIII. Miscellaneous

1. JUUL and JUUL Consultants are not employed by AFUHSD, nor are they representing AFUHSD as a part of this grant. AFUHSD is solely responsible for the operation of the program and will operate it in full adherence to all laws, policies and rules applicable to student programs in AFUHSD. Compensation and related requirements (including tax, benefit, and accrued vacation) provided to employees or consultants are the sole responsibility of AFUHSD. JUUL and JUUL Consultants do not select, employ or compensate any person or company as a part of this grant.

2. Neither party may use the logo or name of the other party without written consent, however, AFUHSD hereby authorizes JUUL to use the general nature of this MOU and the obligations of AFUHSD in public disclosures.

3. This MOU shall be governed and interpreted under the laws of the State of Arizona. Any action or proceeding arising out of this MOU, at law or in equity whether to enforce or interpret the provisions of this MOU shall be brought in Maricopa County, Arizona. This

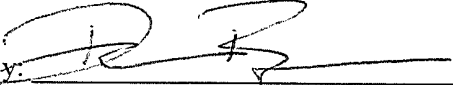
MOU constitutes the full and complete understanding of the parties, superseding all previous agreements on the subject matter hereof, including, without limitation, any previous consulting engagement agreements or purchase orders. The language of this MOU will be construed as a whole according to its fair meaning, and not strictly for or against any of the parties.

4. To the extent JUUL representatives, employees or JUUL Consultants shall be present on AFUHSD property in connection with this MOU, JUUL shall secure valid fingerprint clearance card for each person in accordance with A.R.S. § 15-512. An exception to this requirement may be made as authorized in accordance with AFUHSD Policy.

5. This MOU is subject to A.R.S. § 38-511.

6. This MOU may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

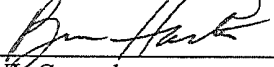
IN WITNESS THEREOF, the parties to this MOU have duly executed it on the day, month and year set forth below.

By:  Dated: 03/21/2018 (MM/DD/YYYY)

Dennis Runyan, Superintendent

Dennis Runyan

(Print Name)

By:  Dated: 4/11/2018 (MM/DD/YYYY)

JUUL Consultant

Bruce Harter

(Print Name)

JUUL Labs, Inc

JUUL Prevention, Intervention & Replacement Initiatives

Plans & Progress
December 15, 2017

The JUUL strategy has three components:

1. Assessment of the problem in schools using, data from the Healthy Kids survey and discipline data, focus groups of high school students, reports from school administrators and police.
2. Designing alternatives to traditional prevention programs and discipline by drawing on best practice resources such as Stanford Medicine, the Spokane Regional Health District, Catch My Breath, California's Tobacco-Use Prevention Education Program, and similar programs as well as providing students with vaping replacement approaches through mindfulness which strengthens the physiological responses to stress, negative emotions, and anxiety.
3. Developing technological solutions that prevent students from using the JUUL products like wireless nodes that alert school staff to use in schools, and age-verification processes that require a connection to an adult mobile phone device for the device to function.

Progress to date includes the following:

- A. Identified target school districts based on the most current Healthy Kids data for use of e-cigarettes;
- B. Setting up focus groups of student users in identified districts as well as educators to gather information for developing prevention and intervention strategies (January 2018);
- C. Engaged long-time educational leaders Wendell Greer and Bruce Harter to lead the prevention effort in schools and school districts;
- D. Developing a pilot program for a 'Saturday School' intervention for students caught using vaping devices in schools and initiating pilots in 11 high schools (5 in NorCal, 5 in SoCal & 1 in the Central Valley) beginning in February 2018. Two schools are currently committed and the other will be lined up by mid-January 2018;
- E. Engaging law enforcement and school leaders in conversations about how JUUL can collaborate in addressing use in schools (late January/early February 2018);
- F. Employing strategies to identify and turn over to police vendors that are selling products to students including smart shoppers, Craig's list sellers, large quantity non-retail re-sellers and the sale of online copy or imitation products.
- G. Seeking partner school districts by being an exhibitor at the National School Boards Conference in San Antonio in April 2018.
- H. Submitting presentation proposals for state and national conferences of school board members, school administrators and police chiefs to build awareness and engage in developing effective prevention, intervention and replacement strategies. Target: summer, fall & winter conferences 2018.
- I. California school districts contacted include: Tamalpais Union High School District, Sequoia Union High School District, Hayward Unified School District, West Contra Costa Unified School District, Mt. Diablo Unified School District, San Ramon Unified School District, Castro Valley Unified School District, New Haven Unified School District, Los Angeles Unified Local School Districts, Oceanside Unified School District, Victor Valley Union High School District, Compton Unified School District, Santa Monica Unified School District, Centinela Valley Union High School District and Long Beach Unified School District.



Kristofer Maass <[REDACTED]@juul.com>

Fwd: Getting to the Truth: Evaluating National Tobacco Countermarketing Campaigns

Ashley Gould <[REDACTED]@juul.com>
To: Kristofer Maass <[REDACTED]@juul.com>, Markian Sawczuk <[REDACTED]@juul.com>

Fri, May 18, 2018 at 9:35 AM

----- Forwarded message -----

From: Cheryl Heaton <[REDACTED]@nyu.edu>
Date: Fri, May 18, 2018 at 6:41 AM
Subject: Getting to the Truth: Evaluating National Tobacco Countermarketing Campaigns
To: Ashley Gould <[REDACTED]@juul.com>

Dear Ashely,

Here is the paper that ended the Think Don't Smoke campaign undertaken by Phillip Morris.

All the best,
Cheryl

<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC1447480/>

Sent from my iPad

--

Ashley Gould

Juul Labs | 560 20th Street, San Francisco, CA 94107 |



This message and any files transmitted with it may contain information which is confidential or privileged. If you are not the intended recipient, please advise the sender immediately by reply e-mail and delete this message and any attachments without retaining a copy thereof.

Getting to the Truth: Evaluating National Tobacco Countermarketing Campaigns

Matthew C. Farrelly, PhD, Cheryl G. Heaton, DrPH, Kevin C. Davis, MA, Peter Messeri, PhD, James C. Hersey, PhD, and M. Lyndon Haviland, DrPH

In early February 2000, the American Legacy Foundation (Legacy) launched "truth," a national tobacco countermarketing campaign conducted by an alliance of advertising firms led by Arnold Communications, Legacy staff, and nationwide youths. "truth" targets primarily 12- to 17-year-olds who are susceptible to smoking.¹⁻³ The core strategy of the campaign is to market its message as a brand, like other youth brands (e.g., Nike, Sprite), to appeal to youths most at risk of smoking. "truth" TV and print commercials feature what advertising experts call "edgy" youths (i.e., those who are on the cutting edge of trends), promotional items (e.g., T-shirts, stickers), street marketing, and a Web site (www.thetruth.com). Although "truth" is a national multiethnic campaign, special components were developed to reinforce its appeal to African Americans, Hispanics, and Asians.

While drawing youths to "truth," the campaign delivers stark facts about tobacco and tobacco industry marketing practices, rather than sending directive "just say no" messages such as those used in the Philip Morris Company's "Think. Don't Smoke." campaign, which began in 1998. Specifically, many of the "truth" advertisements are based on historical statements from the industry itself that reveal its youth marketing and obfuscation of tobacco's health effects. In unmasking these practices, "truth" seeks to replace the attractive identity portrayed by tobacco advertising with a "truth" alternative identity.⁴

The "truth" brand builds a positive, tobacco-free identity through hard-hitting advertisements that feature youths confronting the tobacco industry. This rebellious rejection of tobacco and tobacco advertising channels youths' need to assert their independence and individuality, while countering tobacco marketing efforts. For example, one well-known "truth" commercial, known as "Body Bags," features youths piling body bags outside of a tobacco company's headquarters and broad-

Objectives. This study examines how the American Legacy Foundation's "truth" campaign and Philip Morris's "Think. Don't Smoke" campaign have influenced youths' attitudes, beliefs, and intentions toward tobacco.

Methods. We analyzed 2 telephone surveys of 12- to 17-year-olds with multivariate logistic regressions: a baseline survey conducted before the launch of "truth" and a second survey 10 months into the "truth" campaign.

Results. Exposure to "truth" countermarketing advertisements was consistently associated with an increase in anti-tobacco attitudes and beliefs, whereas exposure to Philip Morris advertisements generally was not. In addition, those exposed to Philip Morris advertisements were more likely to be open to the idea of smoking.

Conclusions. Whereas exposure to the "truth" campaign positively changed youths' attitudes toward tobacco, the Philip Morris campaign had a counterproductive influence. (*Am J Public Health*. 2002;92:901-907)

casting loudly via megaphones that these represent the 1200 people killed daily by tobacco.

Empirical evidence for the potential benefits of the national "truth" campaign's approach comes from the dramatic decline in youth tobacco use associated with the Florida^{5,6} and Massachusetts⁷ campaigns, as well as from other studies that have found campaigns focusing on tobacco industry practices to be effective.⁸⁻¹⁰

Legacy's model is that "truth" will change youths' attitudes toward smoking, and that this in turn will change their smoking behavior, prevent them from initiating smoking, or both.¹¹ Thus, attitude shifts are an intermediate outcome on the path to changing smoking behavior. A telephone survey of youths in Florida and nationwide demonstrated that attitudes toward tobacco changed dramatically among Florida youths compared with youths in the rest of the United States after the first year (1998) of Florida's "truth" campaign, compared with a national sample of youths whose attitudes remained relatively constant.¹² The accompanying change in smoking prevalence was at first statistically nonsignificant, but results from the Florida Youth Tobacco Survey showed drops in smoking among middle-school and high-school students of 18% and 8%, respectively, after year 1 and of 40% and 18% after year 2.⁵

Some assert that a portion of this decline can be attributed to the November 1998 \$0.45-per-pack price increase.¹³ Cigarette prices increased by roughly 30% during 1998, year 1 of the Florida program, and by 7% during year 2.¹⁴ With price increases of this magnitude, economic studies projected a 10% to 20% decline in youth smoking prevalence for 1998 and a 2% to 5% decline for 1999.¹⁵⁻¹⁷ This suggests that although a significant fraction of the decline in smoking after the first year of Florida's program may have been due to price increases, the price increases alone cannot account for all of the 1998 decline or for the continued decline in smoking in 1999.

In the present study, we used the results of 2 national youth surveys to compare exposures to Legacy's "truth" and Philip Morris's "Think. Don't Smoke." campaigns. We then analyzed changes in youths' attitudes, beliefs, and intentions regarding the tobacco industry and tobacco use 10 months into the "truth" campaign as a function of levels of exposure to each campaign.

METHODS

To monitor the impact of the "truth" campaign on attitudes and behavior, in 1999 Legacy began sponsoring the Legacy Media

Tracking Surveys (LMTSs), which were designed to yield nationally representative samples of youths aged 12 to 17 and of young adults aged 18 to 24. We limited our analysis to 12- to 17-year-olds, the target audience for "truth." These 2-stage stratified-design surveys measured exposure to environmental tobacco smoke, access to tobacco products, knowledge and attitudes about tobacco, awareness of pro- and anti-tobacco advertising, and self-reported tobacco use and intentions. Before the "truth" campaign was launched (on February 7, 2000), the baseline telephone survey (LMTS-I) was conducted between December 6, 1999, and February 6, 2000. The next telephone survey (LMTS-II) was conducted between September 8, 2000, and December 23, 2000.

We enhanced representation of African Americans, Asians, and Hispanics by oversampling telephone exchanges concentrated in areas with high proportions of each of these racial/ethnic groups. Furthermore, Asian and Hispanic households were oversampled by supplementing the random-digit telephone dialing with lists of households with Asian and Hispanic surnames. Finally, the sample was drawn to ensure national representation in both urban and nonurban areas and in states with and without state-funded countermarketing campaigns. All analyses include an individual weighting factor that adjusts for age and oversampling by racial/ethnic group and residence in states with funded countermarketing campaigns. To adjust the standard error calculations for the clustered design, we used Stata Version 7 (Stata Corp, College Station, Tex).

To maximize the chances of finding adolescents and their parents at home, telephone calls were spread across all days of the week and times of day, including evenings and weekends. For each case, up to 12 callbacks were made, with a minimum of 2 daytime attempts per case. Finally, up to 2 refusal-conversion attempts per case were made unless the respondent or parent was adamant about not participating in the survey.¹⁸

Tobacco Attitudes, Beliefs, and Counteradvertising Exposure

The LMTS asked youths how strongly they agreed or disagreed (on a 5-point scale)

with a series of attitude, belief, and behavioral-intent statements about the tobacco industry, youths' perceptions of tobacco's social acceptability, and youths' intentions to smoke during the next year. Nonsmokers were asked to report their likelihood of smoking any time in the next year. To show how these attitudes, beliefs, and intentions changed between the baseline and the follow-up surveys, we report the percentage (with 95% confidence intervals) of 12- to 17-year-olds who agreed or strongly agreed with the targeted attitudes.

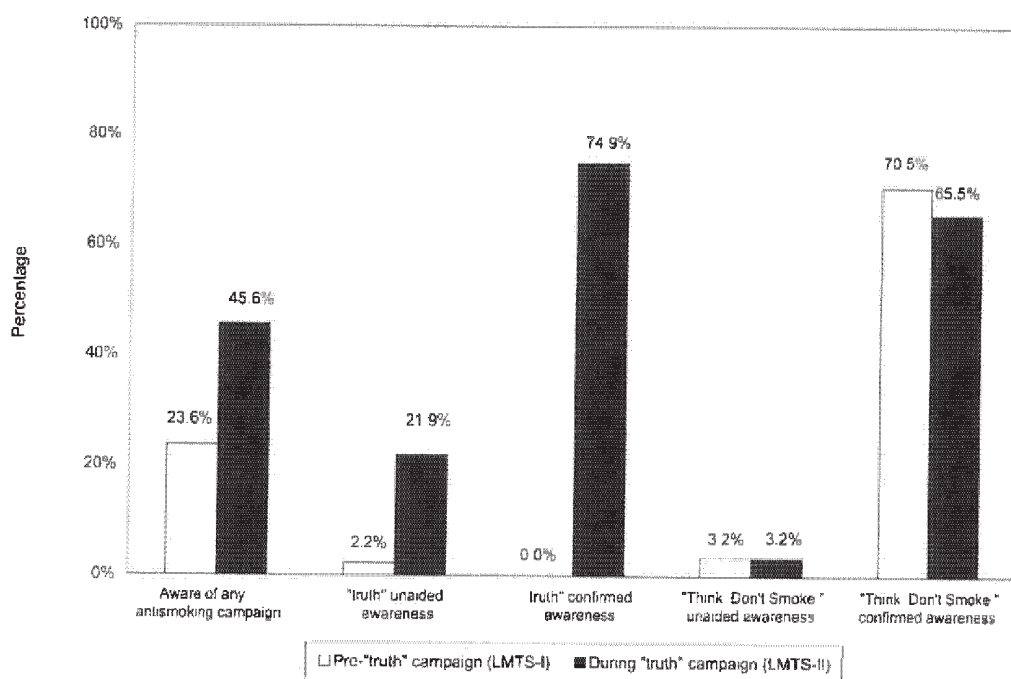
The LMTS contained questions to measure awareness of television advertisements from "truth" and "Think. Don't Smoke." First, respondents were asked in an open-ended question to report any antismoking or anti-tobacco campaigns of which they were aware. This measure of unaided recall allows us to track which campaigns are most prominent in the minds of youths over time. We then queried youths about their awareness of specific campaign advertisements by asking them whether they had "recently seen an anti-smoking or anti-tobacco ad on TV that —," followed by a brief description of the beginning of the advertisement. Questions were crafted to provide respondents with enough information to recognize the advertisement in question but not enough for them to "fake" awareness of it.¹² A respondent who indicated recognition was then asked to report further ad details to confirm awareness. Confirmed awareness of 1 or more advertisements indicated campaign awareness or exposure. Questions pertaining to the various advertisements were presented in random order to control for order effects and included all advertisements from both campaigns aired within 6 weeks of the survey's start. For each youth surveyed, we quantified the exposure dose by measuring the total number of advertisements seen for each campaign.

Statistical Analyses

We combined the 2 LMTSs and used a cross-section time-series approach to elucidate the relationship between shifts in attitudes and beliefs and exposure to the "truth" and "Think. Don't Smoke." campaigns.¹⁹ The attitudes and beliefs in the LMTS address to-

bacco industry behavior, the social acceptability of tobacco use, and intentions to smoke during the next year. We estimated separate multivariable logistic regressions to assess how "truth" and "Think. Don't Smoke." have affected these outcomes. For these regressions, the outcomes were dichotomized so that 1 represented an anti-tobacco attitude—indicated by a reply of "strongly agrees" or "agrees" (or "strongly disagrees" or "disagrees" as appropriate)—and 0 represented no anti-tobacco attitude. The cross-section time-series models were used to estimate the odds that respondents agreed with a given attitude, belief, or intention as a function of their exposure to the "truth" and "Think, Don't Smoke." campaigns and other variables. The other control variables included sociodemographics (age, gender, race/ethnicity, weekly available spending money, working status, and religiousness), household environment (lives in a 2-parent household, hours of television watched per day, lives with a smoker, has parents who discourage smoking, household smoking restrictions), and perceptions of the prevalence of peer and adult smoking. To assess dose-response effects, we estimated a second set of regression models using number of campaign advertisements seen.

To control for the possibility that the changes in attitudes are part of a secular trend, we included an indicator variable (0/1) for respondents in the LMTS-II. This variable captures influences on national attitudes, such as news about lawsuits against tobacco companies. Because youths' responses may be influenced by parents or others household members, we controlled for interviewer perception that someone else was listening on the telephone during the survey (yes/no indicator). Finally, we controlled for the potential influence of state tobacco control programs and policies by including state-specific indicator variables. We calculated odds ratios for agreeing (or disagreeing) with an attitude or a belief, according to exposure to media campaigns and controlling for other influences noted above. To calculate 95% confidence intervals to account for probability sampling and stratification reflected in the LMTS design, we used Stata Version 7 (Stata Corp, College Station, Tex).



Note. LMTS = Legacy Media Tracking Survey.

FIGURE 1—Aided and unaided awareness of the American Legacy Foundation's "truth" campaign and Phillip Morris's "Think. Don't Smoke." campaign among 12- to 17-year-olds.

RESULTS

The total sample size for the LMTS-I was 6897 (3439 12- to 17-year-olds and 3458 18- to 24-year-olds). The LMTS-II was larger and focused more on 12- to 17-year-olds, with 10 692 surveyed (6233 12- to 17-year-olds and 4459 18- to 24-year-olds). The response rates for LMTS-I and LMTS-II were 52.5% and 52.3%, respectively, based on a standardized response rate calculation (American Association of Public Opinion Research response rate calculation no. 4).²⁰ Discovery Research Group (Salt Lake City, Utah) and Issues and Answers (Virginia Beach, Va) collected data for the LMTS-I, and Discovery Research Group collected data for the LMTS-II.

Changes in Exposure to Tobacco Countermarketing Campaigns

The percentage of 12- to 17-year-olds who reported awareness of any tobacco countermarketing campaign (Figure 1) doubled dur-

ing the first 10 months of the "truth" campaign—from 23.6% to 45.6% ($P < .05$). Awareness of the "truth" campaign accounted for much of this increase. With no prompting (unaided awareness), 2.2% of 12- to 17-year-olds in the LMTS-II indicated that they were aware of the "truth" campaign, compared with 3% who indicated awareness of "Think. Don't Smoke." Confirmed awareness of specific campaign advertisements among 12- to 17-year-olds was 75% for "truth" and 66% for "Think. Don't Smoke." The distribution of exposure to 1, 2, 3, and 4 or more advertisements was 23%, 19%, 14%, and 19% for "truth" and 37%, 21%, 6%, and 1% for "Think. Don't Smoke." in the LMTS-II.

Attitudes and Beliefs About Tobacco and Intentions to Smoke

Between surveys, the percentage of 12- to 17-year-olds who agreed with several attitudes and beliefs that are central to the "truth" campaign changed by an amount that

ranged from 6.6% to 26.4% (Table 1). These attitudes and beliefs center on tobacco industry behavior (e.g., denying the health effects and addictive nature of tobacco), attitudes toward the tobacco industry (e.g., "should go out of business"), social acceptability of tobacco use (e.g., "not smoking is a way to express your independence" and "smoking makes you look cool"), and intention to smoke during the next year. The prevalence of youths who agreed (or disagreed if that was the target direction of attitudinal change) increased ($P < .05$) for all of these statements. The percentage of current nonsmokers who said that they probably or definitely would not smoke 1 year from the time of the survey also increased, but the change was not statistically significant. To clarify how changes in attitudes, beliefs, and intentions are related to exposure to the "truth" and "Think. Don't Smoke." campaigns, we estimated logistic regression models for each outcome by using 2 key independent variables representing expo-

TABLE 1—Percentages (With 95% Confidence Intervals) of 12- to 17-Year-Olds Who Agreed With Indicated Attitudes at Baseline and 10-Month Surveys

Attitude	LMTS-I (95% CI)	LMTS-II (95% CI)	% Change
Cigarette companies try to get young people to start smoking.	74.0 (71.3, 76.7)	83.0 (81.4, 84.6)	12.2
Cigarette companies lie.	74.7 (72.0, 77.3)	83.8 (82.2, 85.4)	12.3
Cigarette companies deny that cigarettes cause cancer and other harmful diseases.	48.4 (45.3, 51.5)	58.6 (56.4, 60.8)	21.0
Cigarette companies deny that cigarettes are addictive.	57.9 (54.8, 60.9)	64.0 (61.8, 66.1)	10.6
I would like to see cigarette companies go out of business.	70.4 (67.6, 73.2)	78.9 (77.0, 80.7)	12.0
I want to be involved in efforts to get rid of smoking.	66.2 (62.2, 68.1)	82.4 (80.7, 84.2)	26.4
Taking a stand against smoking is important to me.	72.1 (69.4, 74.9)	83.2 (81.4, 85.0)	15.4
Not smoking is a way to express your independence.	57.4 (45.9, 52.1)	70.1 (53.8, 58.6)	22.2
Smoking cigarettes makes people your age look cool or fit in. ^a	86.4 (84.2, 88.6)	92.2 (90.9, 93.3)	6.5
Do you think you will smoke a cigarette at any time during the next year? ^b	94.3 (92.8, 95.9)	95.9 (95.0, 96.8)	1.6

Note. LMTS = Legacy Media Tracking Survey; CI = confidence interval.

^aDisagreed or strongly disagreed.

^bDefinitely not or probably not.

TABLE 2—Logistic Regression Models Showing Effect of Exposure to American Legacy Foundation's "truth" Campaign and Phillip Morris's "Think. Don't Smoke." (TDS) Campaign on Attitudes, Beliefs, and Intentions Among 12- to 17-Year-Olds

Outcome	Confirmed Awareness, OR (P)		Dose, ^a OR (P)	
	"truth"	TDS	"truth"	TDS
Cigarette companies try to get young people to start smoking.	1.292 (0.097)	1.154 (0.224)	1.107 (0.005)	1.026 (0.694)
Cigarette companies lie.	1.972 (0.000)	1.123 (0.321)	1.280 (0.000)	0.971 (0.659)
Cigarette companies deny that cigarettes cause disease.	1.354 (0.015)	0.755 (0.003)	1.045 (0.119)	0.864 (0.003)
Cigarette companies deny that cigarettes are addictive.	1.153 (0.252)	0.953 (0.619)	1.036 (0.194)	0.970 (0.557)
I would like to see cigarette companies go out of business.	0.987 (0.936)	0.792 (0.044)	1.014 (0.670)	0.901 (0.072)
I want to be involved in efforts to get rid of smoking.	1.353 (0.077)	1.086 (0.483)	1.053 (0.198)	0.998 (0.971)
Taking a stand against smoking is important to me.	2.633 (0.000)	1.082 (0.520)	1.213 (0.000)	1.047 (0.482)
Not smoking is a way to express independence.	1.459 (0.003)	1.329 (0.004)	1.082 (0.007)	1.102 (0.066)
Smoking makes people your age look cool or fit in. ^b	1.521 (0.047)	1.343 (0.065)	1.099 (0.063)	1.106 (0.299)
Do you think you will smoke a cigarette at any time during the next year? ^c	1.657 (0.088)	0.644 (0.050)	1.076 (0.347)	0.770 (0.017)

Note. OR = odds ratio.

^aNumber of advertisements seen.

^bDisagreed or strongly disagreed.

^cDefinitely not or probably not.

sure—simple awareness (yes/no) and dose (the total number of advertisements seen, including 0) (Table 2). Exposure to "truth" was associated with youths' attitudes toward the tobacco industry's marketing practices, its efforts to conceal tobacco's harmful effects, and the industry as a whole; for example, youths exposed to "truth" were more likely to agree that "cigarette companies try to get young people to start smoking" (odds ratio [OR]=

1.29; $P < .097$). Furthermore, a significant dose-response effect was seen with increased exposure to "truth" (OR = 1.2; $P < .005$). There was no association between this belief and either measure of exposure for "Think. Don't Smoke."

Exposure to "truth" was associated with a doubling of the odds that youths would agree that "cigarette companies lie" (OR = 1.97; $P < .001$), and increases in exposure to additional

advertisements were associated with concomitant increases in the odds of agreeing with this statement (OR = 1.28 per additional advertisement; $P < .001$). Exposure to "Think. Don't Smoke." advertisements showed no such associations (Table 2). Although neither campaign influenced the percentage of youths who were aware of cigarette companies' past efforts to conceal tobacco's addictive properties, exposure to "truth" increased youths'

awareness of how the industry concealed tobacco's deleterious health effects (OR=1.35; $P<.02$) whereas exposure to "Think. Don't Smoke." had the opposite effect (OR=0.755; $P<.003$).

In contrast, the odds of agreeing that cigarette companies have denied that cigarettes cause disease declined by 24% with exposure to any "Think. Don't Smoke." advertisement ($P<.003$), and exposure to additional advertisements reinforced this effect ($P<.003$). Although no association was seen between exposure to "truth" and the opinion "I would like to see cigarette companies go out of business," the odds ratio for exposure to any "Think. Don't Smoke." for this attitude was 0.79 ($P<.04$), and each additional advertisement decreased the odds of agreeing to this statement by 10% ($P<.07$).

We constructed 4 models of youths' intentions and attitudes toward smoking (Table 2). The first model examined youths' endorsement of the statement "I want to get involved in efforts to get rid of smoking" and the second examined their agreement that "taking a stand against smoking [was] important" to them. Exposure to the "truth" campaign was associated with a 35% ($P<.08$) and a 163% ($P<.01$) increase, respectively, in the odds of agreement with either of these statements. In addition, the more "truth" advertisements seen, the greater the odds of wanting to take a stand against smoking ($P<.01$). Exposure to "Think. Don't Smoke." advertisements did not influence youths' level of agreement with either of these statements.

In the 2 other models, youths were asked whether they agreed that "not smoking is a way to express independence" and disagreed with the assertion that smoking makes youths "look cool or fit in." The odds ratios for "truth" campaign exposure were 1.46 and 1.52, respectively. The results for "Think. Don't Smoke." were similar, but the result for "looking cool" was only marginally statistically significant ($P<.07$). Logistic regressions that include the number of advertisements (i.e., the dose effect) generally confirm these results.

Exposure to "truth" was associated with a marginally statistically significant decrease in the odds of current nonsmokers' expressing an intention to smoke any time in the next

TABLE 3—Association Between Attitudes and Beliefs and Intention to Smoke in 1 Year Among 12- to 17-Year-Olds

Belief Item	Odds Ratio (P)
Cigarette companies try to get young people to start smoking.	1.225 (.413)
I want to be involved with efforts to get rid of cigarette smoking.	3.542 (.000)
Cigarette companies lie.	0.836 (.490)
Cigarette companies deny that cigarettes cause disease.	1.95 (.002)
Cigarette companies deny that cigarettes are addictive.	0.988 (.953)
I would like to see cigarette companies go out of business.	1.801 (.013)
Taking a stand against smoking is important to me.	2.223 (.000)
Not smoking is a way to express independence.	1.542 (.038)
Smoking makes people your age look cool or fit in. ^a	2.459 (.000)

Note. Intention: not to smoke is coded as 1 and intention not to smoke as 0.
^aDisagreed or strongly disagreed.

year (OR=1.66; $P<.09$); however, the dose-response relationship was not statistically significant. In contrast, exposure to "Think. Don't Smoke." was associated with an increase in the odds of youths' intending to smoke in the next year ($P<.05$), and the dose-response relationship was statistically more robust ($P<.02$).

We estimated a logistic regression model of intention to smoke among nonsmokers as a function of each attitude reported in Table 2, with intention to smoke coded 0 and no intention to smoke coded 1. We found that 6 of the 9 attitudes were strongly associated with smoking intentions ($P<.05$), with odds ratios ranging from 1.54 for "not smoking is a way to express independence" to 3.54 for "I want to be involved with efforts to get rid of cigarette smoking" (Table 3). Respondents' attitudes toward the tobacco industry that were associated with smoking intentions were wanting to see cigarette companies go out of business (OR=1.80) and agreeing that cigarette companies deny the harmful effects of tobacco (OR=1.95). Attitudes about smoking and youth activism were all strongly and negatively associated with intention to smoke. The largest odds ratios were for agreement with the statements "I want to be involved in efforts to get rid of smoking" (OR=3.54) and "taking a stand against smoking is important" (OR=2.22) and disagreement with the assertion that "smoking cigarettes makes people [my] age look cool or fit in" (OR=2.46). These findings suggest that if "truth" contin-

ues to affect attitudes toward smoking and the tobacco industry, the prevalence of smoking is likely to decline as the campaign progresses.

DISCUSSION

Results from the 2 nationally representative surveys demonstrate that 10 months into the "truth" campaign, tobacco was more prominent in the minds of youths. Unaided awareness of tobacco countermarketing campaigns has nearly doubled. The "truth" campaign resonates more with youths than "Think. Don't Smoke," even though the "Think. Don't Smoke." campaign began in 1998 and aired for more than 12 months before the initial 10-month run of the "truth" campaign reported here.

Exposure to the "truth" campaign also appears to have changed the way youths think about tobacco. The percentage of youths who held anti-tobacco attitudes and beliefs increased by an amount that ranged from 6.6% to 26.4% during the first 10 months of the campaign, which compares favorably with the 10% average increase in Florida during the first year of the campaign.¹² Our results parallel the experience of Florida's "truth" campaign, in which strong shifts in attitudes preceded changes in behavior, despite a somewhat lower level of campaign awareness than was achieved in Florida.¹²

The attitudes that changed most dramatically were "taking a stand against smoking is important," "not smoking is a way to express

independence," and "cigarette companies deny that cigarettes cause cancer and other harmful diseases." These concepts are central to the strategy of "truth" and underlie advertisements such as "Body Bags," which featured teens challenging the tobacco industry by dragging body bags in front of a cigarette company's offices to remind them that they market a product that kills. These attitudinal changes were shown to be associated with youths' exposure to the "truth" campaign.

We believe that Philip Morris's "Think. Don't Smoke." campaign is clearly designed not to draw attention to tobacco industry marketing tactics or behavior; thus, the attitudes that relate to the tobacco industry do not represent a test of the success of its campaign. Interestingly, however, we found that exposure to "Think. Don't Smoke." engendered more favorable feelings toward the tobacco industry than we found among those not exposed to "Think. Don't Smoke." advertisements. This discovery lends support to the assertion of tobacco control activists that the purpose of the Philip Morris campaign is to buy respectability and not to prevent youth smoking.²¹ In addition, the campaign slogans "Think. Don't Smoke." (Philip Morris) and "Tobacco Is Whacko, if You Are a Teen" (Lorillard) are distinctly counter to recommendations made by the Columbia Expert Panel on youth tobacco countermarketing. This panel advises against directive messages such as those telling youths not to smoke and that smoking is uncool and for adults only.¹⁰

Although the way in which exposure to "Think. Don't Smoke." affects young people's attitudes toward the tobacco industry may not be an appropriate measure by which to judge the performance of the campaign, the attitudes toward smoking included in our analyses are relevant to "Think. Don't Smoke." Our analyses indicate that although the level of confirmed awareness for both campaigns is roughly equal, "truth" has had a more consistent impact on attitudes toward smoking. Our quantitative analysis supports the findings of a focus-group study of 120 12- to 16-year-olds in Arizona, California, and Massachusetts. This study indicated that "Think. Don't Smoke." advertisements were the least effective among a group of advertisements including 10 representing several state

campaigns.⁹ Youths rated advertisements that graphically, dramatically, and emotionally portrayed the serious consequences of smoking highest in terms of making them "stop and think about not using tobacco."⁹

The current study uses a quasi-experimental cross-sectional design. Thus, youths who recall tobacco countermarketing messages may be different in some way from those who do not. As a result, some of the association between changes in attitudes and exposure to the "truth" campaign may reflect the possibility that those who have stronger anti-tobacco attitudes may be more attentive to the campaign. In addition, those with favorable attitudes toward the tobacco industry may be more attentive to Philip Morris's efforts to curb youth smoking.

Another possible limitation may be the difficulty in separating the independent effects of each campaign if there is insufficient variation in exposure to both campaigns (i.e., multicollinearity). This possibility could explain why we find that "Think. Don't Smoke." appears to move youths' attitudes in a pro-tobacco direction. Our examination of this question through changing model specifications suggested that multicollinearity across the 2 campaign exposures was not present. To determine whether or not this multicollinearity is a concern, we dropped the "truth" exposure variable from the logistic regression models and examined whether the odds ratios were influenced. Results showed that all of the odds ratios remained stable.

In summary, our findings suggest that an aggressive national tobacco countermarketing campaign can have a dramatic influence within a short period of time on attitudes toward tobacco and the tobacco industry. These attitudinal changes were also associated with reduced intentions to smoke among those at risk. If these changes in attitude are predictive of future changes in tobacco use, as demonstrated in Florida,^{6,12} they indicate that the "truth" campaign is on its way to curbing tobacco use among youths. ■

About the Authors

Matthew C. Farrelly and Kevin C. Davis are with Research Triangle Institute, Research Triangle Park, NC. Cheryl G. Heaton, Peter Messeri, and M. Lyndon Haviland are with the American Legacy Foundation, Washing-

ton, DC. James C. Hersey is with Research Triangle Institute, Washington, DC.

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Contributors

M. C. Farrelly designed the survey questionnaire and methodology, directed the data analysis, and prepared the original draft manuscript. C. G. Heaton participated in preparation of the final draft. K. C. Davis participated in preparing the original draft manuscript and conducted all analyses. P. Messeri participated in the data analysis and in preparation of the final draft. J. C. Hersey participated in survey questionnaire development and methodology and data analysis. M. L. Haviland participated in preparation of the final draft.

Acknowledgments

We express our appreciation to David Sly for his contributions to the design of the survey questionnaire and methodology. We are also grateful to Rachel Royce for insightful comments on the final draft, Don Akin for sample design and variance estimation, and Susan Murchie for editorial review.

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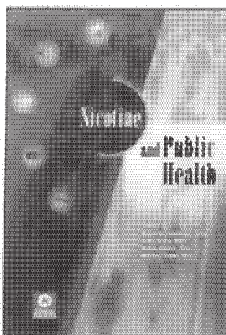
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Nicotine and Public Health

Edited by Roberta Ferrence, PhD, John Slade, MD, Robin Room, PhD, and Marilyn Pope, BSc

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From: Julie Henderson on behalf of Julie Henderson <[REDACTED]@juul.com>
To: Julie Henderson
Sent: 5/23/2018 2:46:45 PM
Subject: Barbara & Marguerite mtg - barbara to consult?

is it juul's private foundation or a 3rd party's? if not private, it'll benefit the company, bad optics for anything we do will be tainted.

Mission statement - advance independent research in vaping (impact of flavors, efficacy, longterm health impact); youth prevention & education around vaping products; community education n& support for smokers switching to vaping;

pilot project on the health side - goal #1 (we're not waiting) and whatever research we need to do -

Start Juul-informed at start-up, private foundation like Truth (as it was in the past when it emerged as

Barbara N - Phillip Morris, Education/marketing (taught for 10 yrs) was Marguerite's mentor at PMI - very flexible; will be free from July 1 -Aug 15-ish....

marketing materials she'd created - went through so many phases; started at PMI before there was a YP initiative; the warnings in advertising/marketing had been there a long time, but had to admit they needed to avoid optics of targeting youth smokers.

They had data base for targeting smokers; did so much marketing/promotions that there was a gray area of what they were producing and why...corporate affairs dept came into being...increase of the database marketing, we had a whole tool that we could market, separate and segregate so corp affairs grew as microscope opened when they needed to

Philip Morris Marketing resource background:

Barbara ended her stint in corporate affairs just as settlement came down, to work w/retailers to get YP off the ground:

1. asking for ID - purchasing in the beginning was an issue; they focused on retailer
2. making sure it wasn't being marketed to youth; we ask for id to we card program and that initiative went through the sales people; then the next year the focus moved to reach out to retailers and community activists - two parts: 1. retailers then 2. educators/activists

they'd just launched their first round of materials visibly, has some background knowledge

From the beginning - was a setting the plan in action: prevention materials we have she's observed - it's not the same but it's the same w/YP hotline; they went looking for partners (counselors & teachers) - not there for that part of the implementation....we'd need 3rd parties who'd carry this out bc we can't do it ourselves due to vested interests...could be stakeholders like cops in PALs or DARE, community outreach into schools (e.g., non-profits)

They did this before social media - as of Aug, the warning box will be mandatory; the educational materials for marketing?????

We need help carrying the flag: shared interests, Marguerite has a 15-yr-old and 17-yr old and prevention is bad, nobody's stopping it -

Barbara could convene her own focus group (18-yr old and 23-yr-old), working in middle school & they

We need signage, big info at POS, compliance issues - not being enforced - we need better internal communication....I need a team and other partners....

Barbara's interested in trade marketing education strategies rather than YP; there were 6-8 people and an agency that did a lot of the leg work in educating POS retailers, she's going to check on old campaigns and their effectiveness - has to be a marriage of sales' buy-in without feeling like we're stepping on their toes, some eggshell walking that needs to go on and now we're giving them something else to do - this needs to be done...they have to admit this needs to be done (internal public relations) We have additional requirements of retailers, that includes education.....

We need nuancing in how it's being distributed; there has to be marketing group that's in charge of our messaging - they had money to paid for what they needed and to get the bvest of the bvest; we'rein this together and the enemy's outside the door; so you get good work from people who want to be there...it was a premier job to have back in the day - people were so smart because we thought if you'[re going to smoke, you're going to smoke our brand - we've learned from our past, the big pandora's box is the social media aspect ----this worries

Incentives for retailers to comply w/regulations re: law ---- Can also email her w/random thoughts, she feels there's possibility for a role for her - value added role for YP!!!

Email for Barbara - 

--

Julie Henderson

Juul Labs 560 20th Street, San Francisco, CA 94107

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From: Julie Henderson on behalf of Julie Henderson <[REDACTED]@juul.com>
To: Bruce Harter
CC: Wendell Greer
Sent: 4/18/2018 9:58:11 AM
Subject: Re: Chicago - Hinsdale

Thanks Bruce. Let me check in w/Dr. Greer re: best times for a quick call Fri - I'm on the road down to Stanford at 12:30 to meet re: summer PD plans. This might change but wanted to keep you posted in the event it doesn't.

[REDACTED]

On Wed, Apr 18, 2018 at 7:29 AM, Bruce Harter <[REDACTED]@hotmail.com> wrote:

Julie,

I'll be on an airplane on Friday for a non-JUUL trip [REDACTED] My plan lands about 1:00 PM PDT so I could participate in a call any time after 1:00 PM.

Bruce

From: Julie Henderson <[REDACTED]@juul.com>
Sent: Tuesday, April 17, 2018 10:17 AM
To: Bruce Harter <[REDACTED]@hotmail.com>
Cc: Wendell Greer <[REDACTED]@aol.com>
Subject: Re: Chicago - Hinsdale

Thanks Bruce, for this candid and affirming response. And thanks, too, for verifying that Hinsdale Central invited us. I'll be sure to stress that point as I confirm our participation w/Ashley & Kevin.

Agreed - our bigger question revolves around how we distinguish JUUL from big tobacco & that's a longer discussion we can continue in Chicago.

Let me know if you want to touch base for a few min this Friday - If not, we'll just talk when we get to Chicago.

Thank you! Your and Wendell's support means a lot!

On Tue, Apr 17, 2018 at 7:45 AM, Bruce Harter <[REDACTED]@hotmail.com> wrote:

Julie

While I don't disagree about the comparison to big tobacco, I'd be very concerned about withdrawing a week before the fair. Hinsdale Central invited us. We didn't find out about their health fair and then ask if we could participate. The schools staff believes we can support them in their effort to keep young people from using nicotine. If we don't go, we'll almost certainly lose the Hinsdale schools as part of our pilot. I also think we lose credibility by revoking a commitment. My recommendation would be go to Hinsdale.

The question I think you're raising with your research about the initiatives of big tobacco is how do we distinguish JUUL from big tobacco. JUUL created a product to save lives by putting combustible cigarettes out of business. The unintended consequence is that teenagers find JUULs irresistible. How can we have an impact on underage use if we limit our opportunities to interact with young people to only those that big tobacco didn't do? The people and groups that see JUUL as big tobacco are not going to change. It's in their interest to have a villain to keep their funding streams flowing. We have to build demonstration sites / programs that prove to be effective in reducing and eliminating underage use. Finding schools and other venues to do that has been challenging. That's why I'm reluctant to break a commitment to a school (and potentially two schools) where we have an opening.

Bruce

From: Julie Henderson <[REDACTED]@juul.com>
Sent: Monday, April 16, 2018 4:30 PM
To: Bruce Harter <[REDACTED]@hotmail.com>; Wendell Greer <[REDACTED]@aol.com>
Subject: Chicago - Hinsdale

Hi guys,

Just spoke w/Ashley & she shares my concern about the optics of us attending a student health fair given our new understanding of how much our efforts seem to duplicate those of big tobacco (Philip Morris attended fairs and carnivals where they distributed various branded items under the guise of 'youth prevention').

How strongly do you feel we need to be there? Can we not send the flyers to the principals and request they distribute them for us? Thoughts?

Thanks for your patience as we work through these bumps.

--

Julie Henderson

[Juul Labs 560 20th Street, San Francisco, CA 94107](#)

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Julie Henderson

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Julie Henderson

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From: Mark Jones on behalf of Mark Jones <[REDACTED]@juul.com>
To: [REDACTED] Julie Henderson
CC: youthprevention@juul.com
Sent: 3/18/2018 11:01:20 AM
Subject: Re: Youth use of your product

Hi [REDACTED]

Thanks for your inquiry and interest in our youth prevention efforts. We, just like you, believe that our product is for adult smokers, not for initiating new nicotine users. We share your concern about youth gaining access to our product, as well as any inappropriate or illegal use of our brand to introduce minors to our product.

To address your concerns - we do not authorize any vendors to sell on eBay. The only authorized website that we sell on is our own, where we've established a +21 policy on sales from JUUL.com and partner with Veratad Technologies, an industry leading age verification service. We would never support sale of our product in violation of the FDA-required age verification. In fact, we are actively and aggressively monitoring and seeking enforcement where possible against sellers of our products on third party sites such as Amazon, e-Bay, craigslist, and social media sites (Instagram and Facebook). We report where we can, but you reporting this directly to eBay would help as well as selling tobacco products is against their community guidelines.

Additionally, we are also pursuing partnerships with school districts focused on education and prevention of nicotine use. We would, in fact, love to help with education, both at a community and school level. If you think there is an opportunity for us to work with your community or your local school, please contact Julie Henderson, our Director of Youth Prevention and Education. Her email address is julie@juul.com.

Mark Jones
Assoc. Gen. Counsel

Juul Labs 560 20th Street, San Francisco, CA 94107 [REDACTED]

This message and any files transmitted with it may contain information which is confidential or privileged. If you are not the intended recipient, please advise the sender immediately by reply e-mail and delete this message and any attachments without retaining a copy thereof.

On Sun, Mar 18, 2018 at 9:18 AM, [REDACTED] > wrote:

This morning my wife and I found your products in my three kids rooms. They are ages 13, 15 and 17. When we confronted them they told us that they are safe to use and all the kids are doing it. They say they were able to order from Ebay. You can't order beer or liquor on Ebay, so why would a product that is not supposed to end up in the hands of kids be available on Ebay? Is there anything you can do to convince our children that they shouldn't be doing this? Or are there "safe" pods, even though I don't want them doing it at all?

Thank you,

[REDACTED]

Richmond Police Activities League
Proposal to JUUL Labs for Funding the Richmond Diversion Program
May 4, 2018

History of the Organization

The Richmond Police Activities League (RPAL) is a nonprofit, community-based organization founded in 1982 as an alternative to the streets for youth. RPAL offers a variety of youth development, crime intervention and prevention programs geared toward K-12 students. RPAL programs include Beautiful Minds STEM (for Girls), CHAMPS (for Boys), Mentoring, Lego Robotics, Today's Youth Matter After-School Tutoring, Richmond Young Scholars, and several sports programs (i.e. Basketball, Boxing/Fitness, Baseball/Softball, Tennis, and Golf). RPAL provides quality services and is one of the oldest youth development programs in the community.

RPAL develops young people. We meet young people "where they are". Because of this motto we have served over 50,000 students in the past 35 years. Growing up is hard and all young person need character development to become contributing members of our global society. At RPAL, we build character. We have seen a reduction in juvenile crime and arrests, suspensions, substance abuse and bullying in young people who attend RPAL. Our Community Oriented Police Officers participate daily, socialize and play with our youth providing valuable non-threatening association and positive role models for our participants.

The Problem

Although juvenile crime rates have fallen considerably over the past decade, juvenile delinquency, and the use of substances not legal for young people continue to be significant problems; marijuana use and vaping specifically. The legalization of recreational marijuana and social-media driven epidemic in youth vaping endanger the futures of young people today. Young people are making bad decisions which result in consequences to themselves, others and our community.

The teen years are a time of rapid growth, exploration, and onset of risk taking. Taking risks with new behaviors provides kids and teens the opportunity to test their skills and abilities and discover who they are. But, some risk behaviors—such as using marijuana—can have harmful and long-lasting effects on a teen's health and well-being. Unlike adults, the teen brain is actively developing and often will not be fully developed until the mid-20s. Marijuana use in adolescence has a serious impact on a teen's life such as:

- Decline in school performance.
- Increased risk of mental health issues.
- Impaired driving.
- Potential for addiction.

According to the US Surgeon General, vaping among has increased over 900% among high school students from 2011 to 2016. Young people who use e-cigarettes are at high risk for a lifetime of addiction to nicotine. The results of using these illegal substances among high school students is low performance in school, some form of contact with juvenile justice system, and overall poor life outcomes.

Young people who are suspended from school for possession or use of e-cigarettes, marijuana and/or tobacco fall behind in school. Studies show that when at-risk youth fall too far behind, they become delinquent and stop attending. As a result, youth choose alternative options to occupy their time, usually juvenile crime which carries lifelong consequences; juvenile and adult incarceration.

Interventions and positive life events during adolescence reduce the probability that young person will continue to use marijuana and/or e-cigarettes as well as commit other offenses. Positive social relationships and education create opportunities for turning points, or life transitions to stay away from marijuana, e-cigarettes, and criminal behavior.

Program Activities and Delivery Strategies

The Richmond Diversion Program (RDP) is designed and administered by the Richmond Police Activities League (RPAL) in partnership with the Richmond Police Department, Contra Costa District Attorney's Office, West Contra Costa Unified School District and the Department of Corrections. Program partners include all the other secondary schools, private and charter, in the West County area as well as police departments in El Cerrito, San Pablo, Pinole and Hercules. A key collaborator in this work is Mindful Life, an organization that provides mindfulness and other transformative skills to gain self-awareness, confidence, self-regulation, and resilience all of which lead to lifelong success.

The Richmond Diversion program has two primary purposes:

1. Redirect youth who have committed minor offenses away from the justice system
2. Provide a positive intervention that increases the likelihood young people will stop using marijuana and e-cigarettes.

RDP targets youth, aged 12 – 17, who face suspension from school for using e-cigarettes and/or marijuana, are referred by community-based organization as well as juveniles who have committed misdemeanor (lesser category) offenses.

RDP focuses on education and career support, substance abuse prevention/intervention, life skills, anger management, conflict resolution, legal awareness, mental health,, restorative practices as well as community service. Each youth referred to the program will go through an intake which results in the development of an "Individualized Program Plan". **All youth will**

participate in the JUUL labs developed program, **Moving Beyond**. Depending on the young person's individual program he/she will participate in one or all of the following:

- **Education Support** – Youth will engage in educational programs that will assist them in either return back to school or raising their basic skills. These services will prepare youth with the foundational skills and knowledge necessary to take full advantage of career support RPD offers.
- **Career Support** – Workshop designed to prepare youth for employment providing soft skills training in order to increase the youth's employability in a short amount of time. The workshop is comprised of modules on professionalism, workplace conflict resolution, workplace safety, financial management, resume writing, job search and interview techniques and job retention.
- **Conflict Resolution and Anger Management** – A series of workshops that help youth learn problem-solving skills, effective communication and listening skills, critical and creative thinking skills; skills to manage their anger in a positive manner, improving personal relationships and quality of life.
- **Life Skills** – Workshops that give youth the ability to learn new skills that increase their understanding of the world around them and equip them with the tools they need to live a more productive and fulfilling life; to finding ways to cope with the challenges that life, inevitably, throws at them.
- **Victim/Offender Reconciliation and Community Services** – Opportunities for Victims and Offenders to meet to discuss and achieve a resolution regarding restitution and mandatory community service hours based on the offense committed.
- **Legal Awareness** – Lessons center around topics such as crimes young people are frequently arrested and referred to juvenile court for, understanding their right and responsibilities, the impact of their actions on their victims, their community, and family.
- **Mental Health Service** - This is a critical component of the program and operates in conjunction with the West Contra Costa Youth Services Bureau.

The program is tailored to the needs of each participant. While some students can benefit from as few as three sessions over a two-week period, others require the entire 10-week program. All these workshops are coupled with hands-on assistance provided by the RDP Case Managers. The case managers will track participant progress and program completion. The 10-week program is offered six times each year with approximately 20 young people in each session. Since some youth require only a two or three week intervention, we project that each session will serve between 30 and 40 students or 180 to 240 over the course of the year.

Community Collaboration

The Richmond Police Activities League collaborates with key public, private, community and faith-based organization to build an integrated comprehensive system of youth development

services to ensure success for youth in Richmond. Our partnership with Richmond YouthWORKS links youth to employment resources; West Contra Costa Youth Service Bureau provides mental health and wraparound services for youth and young adults while in the program and retention services once they complete the program; Be A Mentor assist with identifying and training mentors for participants; and the Richmond Police Department provides case management, facilitation, and program support for the diversion program directly.

Program Outcomes

The innovative structure of this program meets with suggested activities designed to provide the best outcomes for preventing a young person from using or possessing e-cigarettes or marijuana and/or progressing through the criminal justice system through a juvenile diversion program.

- 75% of youth who are referred to the program will participate in Richmond Diversion Program.
- 80% of participants will complete their individual programs, 90% who complete their programs will not be disciplined in school or cited by police for possessing or using e-cigarettes or marijuana in the current or following semester of school
- 75% who complete the program will not reoffend within six months
- 50% will increase school attendance

In addition, the program ensures that all police agencies and schools are aware of the Richmond Diversion Program and appropriately refer young people, fairly and consistently. The RDP will also communicate with courts and schools so that courts use it as a pre-plea diversion option and so that schools will refer students rather than suspending them.

The authorized representatives of the organizations below have signed this proposal and confirm the deliverables in accordance with the budget below.

JUUL LABS, INC.

DocuSigned by:
Tim Danaher

Signature
Tim Danaher

Name (Please Print)
CFO

Title

RICHMOND POLICE ACTIVITIES LEAGUE

Larry Lewis

Signature
LARRY LEWIS

Name (Please Print)
EXECUTIVE DIRECTOR

Title

RICHMOND DIVERSION PROJECT BUDGET

Budget Category	Expenses	JUUL Labs	RPAL & Other Funders
Personnel 1 FTE Case Manager 1 FTE Program Coordinator	\$100,000	\$50,000	\$50,000
Fringe @ 20 %	\$20,000	\$10,000	\$10,000
Travel Transportation for community service projects	\$4,000		\$4,000
Equipment 2 laptops & portable printers @ \$1,000/ea	\$2,000	\$2,000	
Supplies Laminated ID Badges Pinter and copier ink Paper, pens, and pencils Computer ink and toner JUUL Labs Curriculum Test Materials Binders and Dividers Paperclips, stables, binder clips, etc	\$8,000	\$2,000	\$6,000
Contractual 2 Academic Tutors 2 Life Skills Instructors 1 Anger Management Instructor 1 Mental Health Counselor 1 Restorative Justice Coordinator 1 Anti-vaping Curriculum Teacher 1 Mindfulness Instructor	\$50,000	\$25,000	\$25,000
Total	\$184,000	\$89,000	\$95,000

and global citizen (Meier, 2000; Littky,2004; Darling-Hammond, 1995 and 2001);

3. Affirmation of each child's cultural background(s); (Nieto, 2000; Darling-Hammond, 2001; Ladson-Billings, 2009; Delpit, 1995)

4. Incorporation of state-of-the-art technology as a tool in teaching and learning in all disciplines and subject areas in authentic preparation for college and/or a career (Cuban, 2009); and

5. Intentional teaching and modeling of creative, nonviolent approaches to resolve conflicts (Goleman, 1995).

In addition to fomenting high academic achievement, F&D integrates character development with global responsibility skills, social-emotional knowledge, and metacognitive habits of mind. This approach ensures that students are prepared to participate fully as global citizens who embrace their responsibility and agency in creating the communities necessary for a thriving democracy.

The Challenge

Even in the most affluent countries, low income populations experience substantially shorter life expectancies and more illnesses than society's middle- and upper-income citizens. Differences in health have drawn scientific attention to some of the most powerful determinants of health standards in modern cultures that invariably result in health inequities (e.g., social structures and economic systems that cause a self-perpetuating system of inadequate health education, limited availability to high quality healthcare, the prevalence of substandard physical environments, detrimental behaviors commonly associated with low income and low education levels such as drug use, smoking, eating high caloric foods, and limited physical activity). The relationship between socioeconomic status measures and high risk factors has become universally accepted among researchers as a major influence in the social gradients, and subsequently in the health inequities found among various socio-economic groups and their physical and psychological health.

Adolescence (ages 13-19) and the 'tween years' (ages 8-12) are periods of rapid growth during which young people explore their identity, abandon 'dependent' middle childhood behaviors, and test limits by taking risks as part of self-discovery and identity development. While some 'risk-taking' is normal and may be innocuous, other risky behaviors (e.g., drinking alcohol, smoking cigarettes or vaping nicotine products) are harmful to the developing youth's health and well-being. Unfortunately, these risky behaviors are more frequently attempted and continued by low-income youth mimicking the adults they emulate, thereby not only opening a pathway to potential lifetime addictions and health risks, but also perpetuating the health disparities cited above.

Proposed Solution

The most promising remedy for addressing these inequalities and potential long-term health risks is the delivery and facilitation of a comprehensive, well-integrated, holistic health education program. F&D Schools proposes to expand its existing summer learning program to encompass a healthy life adventures strand for 80 of its 500 students in a 5-week pilot for the summer of 2018.

Program Goals and Activities

The immediate goal of this early health intervention pilot is to help student-participants create a personal “healthy lifestyle plan” by exposing and engaging low-income youth at risk of making poor health decisions to a vast array of positive life experiences, healthy alternatives to risky behaviors, and structured, student-led inquiry (with teacher facilitation) of beneficial lifestyle practices. By the end of the pilot program, participating students will have engaged in various types of physical activity, explored social-emotional health practices (e.g., anger management, meditation, mindfulness, etc.), investigated the impact and long-term effects of healthy vs. unhealthy behaviors, and discovered the power of nutritious eating and adequate sleeping habits. These early “Healthy Lifestyle Plans” will serve as the baseline for future programming at the F&D charter schools with the ultimate goal of developing a “Holistic Health Demonstration School”, replete with on-site community health services and integrated instructional programming that can be replicated in low-income urban communities throughout the country.

Community Partners

F&D Schools collaborates with key public, private, community and faith-based organizations in building its comprehensive education programming for its students in Baltimore. In addition to the health and nutrition course content for this summer’s pilot provided by Towson’s Department of Nursing and Morgan State’s Community and Public Health Departments, our university partners, MedStar Good Samaritan Hospital will provide blood pressure, vision, hearing and cholesterol screenings for all program participants and their parents/guardians. Morgan State’s Urban Education program and Towson’s Nursing Department work collaboratively with MedStar to provide F&D Students with exposure to careers in the healthcare profession via semester- and year-long internships.

Program Participants

Student-participants will be recruited from grades 3 through 12 and will co-construct their learning and research plans with their instructors following self-assessments that identify the student’s learning interests and needs in the discipline of health education, as aligned with National Health Education Standards (NHES).

Students will be grouped in small cohorts of 10 per cohort and assigned to teachers paired with community instructional aides in grade bands that are age-appropriate (e.g., Grades 3-5; Grades 6-8; Grades 9-12). In collaboration with their instructors, students’ self-assessment will include demographic data, as well as information on individual biological markers (e.g., height, weight, body mass index, etc.) and health status (e.g., injury, stress, and risk factors such as exposure to second hand smoke).

Data to be Collected and Deliverables

The pilot’s effectiveness will be measured by pre- and post-surveys, and documented in journals and activity logs kept by students, as well as through lesson plans with reflective journals maintained by instructors. The creative nature of this pilot meets with suggested activities designed to provide the best outcomes for preventing risky behaviors among its student-participants. We anticipate the following objectives will be met:

- 80% of students who begin the program will complete it with 90% attendance
- Of those completing the pilot program, 90% will not be disciplined for risky behavior in school throughout the subsequent academic year

· 90% will adhere to at least 50% of the personal “Healthy Lifestyle Plans” they co-construct with their cohort instructor/teacher

In addition to students’ pre- and post-test scores on an assessment of general health knowledge and risky behaviors, F&D Schools agrees to collect and provide in its final report the following **Program Process Measures** as part of its quantitative documentation for future program development and replication:

- Number of participants who start and complete the summer health education pilot program
- Number and types of educational materials produced for the program
- Number and role(s) of community stakeholders involved in the program (e.g., MedStar Hospitals, Towson State University’s Dept. of Nursing, etc.)
- Types of program activities and settings
- Number and characteristics of staff instructing in the program
- Extent to which activities are implemented according to the program plan
- Types of resources and contributions provided by stakeholder groups
- Cost to complete program-related activities

Because F&D Schools is committed to exposing institutional inequalities and helping students identify self-efficacious ways to correct such injustices in their own lives and in the lives of their communities, the summer program will facilitate participants’ exploration and inquiry into disparities in healthcare services and the social determinants that correlate with these disparities while identifying possible remedies for reducing and possibly eliminating the health inequalities in their immediate community.

The authorized representatives of the organizations below have signed this proposal and confirm the deliverables in accordance with the attached budget.

JUUL LABS, INC.

THE FREEDOM & DEMOCRACY SCHOOLS

Signature

Signature

Name (Please Print)

Name (Please Print)

Title

Title

THE FREEDOM & DEMOCRACY SCHOOLS SUMMER PROJECT BUDGET

Budget Category	Expenses	JUUL Labs	F&D Schools(incl other funders)
Personnel	140,000	40,000	100,000
1 FTE Project Coordinator			
1 FTE Admin			
Fringe @ 22%	30,800		30,800

Transportation (Daily pick-up and drop-off; Field Trips)	30,000	30,000	
Equipment 2 Laptops & portable printers @ \$1,000/ea	2,000	2,000	
Supplies Sports equipt Computer Ink & paper Guided Reading Books Printer and copier ink Paper, pens, pencils Test Materials Snacks/Meals	12,000	6,000	6,000
Contractual 8 Teachers 8 Instructional Aides 1 Mindfulness instructor 1 Mental Health Counselor 1 Restorative Justice Coordinator	110,000	76,000	34,000
Total	\$324,800	\$154,000	\$160,500

Vendor

INVOICE / 21-06-2018

JUUL Labs

560 20th St.

San Francisco, CA 94107

Client Name The Freedom & Democracy Schools Foundation, Inc 300 Stonehurst Rd. Baltimore, MD 21131	BALANCE DUE Upon Receipt \$134,000.00
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Notes

Item Description	Quantity	Price Per	Total
Summer Adventures in Healthy Lifestyles Enrichment Program, june.july2018	1	\$134,000.00	\$134,000.00
		Subtotal	\$134,000.00
		Tax - 0%	\$0.00
		TOTAL	\$134,000.00
	PAID Cash or Check #0000		



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this “**Agreement**”) is made and entered into, effective as of July 3, 2018 (the “**Effective Date**”), by and between LifeSkills, Inc., a corporation with its principal place of business at 380 Suwannee Trail St., Bowling Green, KY 42103 (“**Service Provider**”), and JUUL Labs, Inc., a Delaware corporation with its principal place of business at 560 20th Street, San Francisco, CA 94107 (the “**Company**”).

RECITAL

WHEREAS, the Company desires to have Service Provider perform certain services, and Service Provider is willing to perform such services subject to the terms, specifications, and conditions set forth in this Agreement including any exhibits or attachments hereto;

NOW THEREFORE, for valuable consideration, the parties agree as follows:

1. **Services.**

(a) Services. Service Provider shall provide to the Company the services described in one or more Statements of Work referencing this Agreement that have been executed by the parties (each a “**Statement of Work**”), including that certain initial Statement of Work dated July 3, 2018 attached hereto, (collectively, the “**Services**”). Each Statement of Work shall specify the Services to be performed by Service Provider, the deliverables to be delivered by Service Provider (the “**Deliverables**”), the deadlines for delivering the Deliverables, the amounts or rates to be paid for Services and other relevant terms pertaining to the Services. Each Statement of Work shall form a part of this Agreement and shall be subject to the terms and conditions set forth herein. In the event of any conflict between the terms of this Agreement and the terms of a Statement of Work, the terms of this Agreement shall control.

(b) Performance. Service Provider shall use best efforts, and shall devote such amounts of its time, personnel and resources as are necessary or appropriate to achieve the objectives set forth in the Statement of Work. During the Term (as defined in Section 7(a)), the Company will provide Service Provider’s personnel with access to Company facilities as is reasonably necessary to enable Service Provider to perform the Services. The Company shall provide Service Provider with a copy of any written Company workplace policies, and Service Provider shall be responsible for its employees and subcontractors’ adherence to such policies. The Company shall have the right to immediately remove

from the Company’s premises any Service Provider employee or Subcontractor who violates any such workplace policies, and shall provide prompt notice to Service Provider of any such removal and the reasons therefor.

(c) Change Procedures. The parties may modify the scope of the Services, at any time during the Term, by executing a requested change in writing (a “**Change Request**”). Service Provider may not decline to accept any Change Request that reduces the scope of Services or cost of performance. Service Provider further may not decline any Change Request that increases the cost or magnitude of performance, provided that (i) the changes are reasonable in scope and (ii) Service Provider has sufficient resources available to complete, within the time period required by the Company, all additional work necessary to implement the Change Request.

(d) Acceptance of Deliverables. Unless the Statement of Work specifies otherwise, all Services shall performed and Deliverables delivered to the Company’s satisfaction by the dates indicated therein.

(e) Payment. Subject to the terms and conditions set forth in this Agreement, as compensation for the Services, the Company shall pay Service Provider the amounts or at the rates stated in the applicable Statement of Work. Service Provider will invoice the Company monthly unless a different timing for invoices is agreed to in the Statement of Work. Service Provider’s invoices will include a detailed accounting of Services performed, including without limitation, where Services are

performed on a time and materials basis, a list of the persons providing such Services, the number of hours of Services provided by each such person by date and the hourly rates therefor and other information as reasonably necessary for the Company to verify the accuracy of the invoice amounts. The Company shall pay each undisputed invoice for accepted Services within 45 days after receipt of invoice (unless a different timeframe for payment is agreed to in the Statement of Work).

(f) Taxes. Amounts for the Services and Deliverables invoiced by Service Provider are inclusive of all federal, state, local or other taxes, including, without limitation, sales, use, excise and property taxes, or amounts levied in lieu thereof, (collectively, "**Taxes**") based on charges set forth in this Agreement or the Statements of Work.

(g) Records & Audit. Service Provider shall keep all usual and proper records related to its activities under this Agreement ("**Records**") for a period of one (1) year post termination. Company shall have the right, upon seven (7) days' written notice, to audit Service Provider's Records during Service Provider's normal business hours and in such a manner as to not unreasonably interfere with the normal business operations of Service Provider.

2. Relationship of Parties.

(a) Independent Contractor. Service Provider is an independent contractor and is not an agent or employee of the Company by contract or otherwise. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties. Neither party shall have the authority or power to act as the agent of the other party or otherwise to bind or obligate the other party without its prior written consent.

(b) Employment Taxes and Benefits. Service Provider will pay any withholding taxes, social security, unemployment or disability insurance, or similar items for Service Provider's employees performing Services pursuant to this Agreement. Service Provider will indemnify the Company for any such taxes and expenses that are imposed on the Company as a result of Service Provider's breach of this obligation

3. **Insurance**. Unless otherwise provided in a Statement of Work, during the Term, Service Provider will maintain insurance that is equivalent to the standard levels in the industry for service providers of a similar size and complexity.

4. Property of Service Provider; License.

(a) Definition. For the purposes of this Agreement, "**Work Product**" shall mean all designs, discoveries, inventions, products, computer programs, tools, procedures, improvements, developments, drawings, data, notes, documents, information and materials newly created, conceived, developed or reduced to practice by Service Provider or its subcontractors in the course of performing the Services, and all intellectual property rights therein (whether or not eligible for patent, copyright, trademark, trade secret or other legal protection), including but not limited to Deliverables.

(b) Ownership. As between the parties, all Work Product and all right, title and interest therein and thereto, including without limitation all intellectual property rights and all other proprietary rights, shall be the sole property of the Company. The Company will have the sole and exclusive right to determine the treatment, use and commercial exploitation of any Work Product, including the right to keep them as trade secrets, to file and execute patent applications on them, to use and disclose them without prior patent application, to file registrations for copyright or trademark on them in its own name, or to follow any other procedure that the Company deems appropriate. Service Provider agrees to assign and hereby assigns to the Company all right, title and interest in and to the Work Product. Service Provider agrees (i) to cooperate with and assist the Company in all reasonable aspects to apply for, and to execute any applications and/or assignments reasonably necessary to obtain, any patent, copyright, trademark, mask work, trade secrets or other statutory protection for Work Product in the Company's name as the Company deems appropriate, and (ii) to otherwise treat all Work Product as Company Confidential Information, as defined below. Service Provider hereby irrevocably designates and appoints Company and its duly authorized officers and agents as its agents and attorneys-in-fact to (if Company is unable for any reason to secure Service Provider's signature to any lawful and necessary document required or

appropriate to apply for or execute any patent application, copyright registration application, waiver of moral rights, or other similar document with respect to any Work Product), (a) act for and in its behalf, (b) execute and file any such document, and (c) do all other lawfully permitted acts to further the prosecution of thereof with the same legal force and effect as if executed by it. The foregoing designation and appointment constitutes an irrevocable power of attorney coupled with an interest.

(c) License. To the extent, that any Work Product or Deliverable contains (or will contain) any pre-existing materials, inventions, works of authorship or trade secrets owned by Service Provider or any third party (“**Pre-existing Materials**”), Service Provider (i) will, to the extent reasonably possible or practical, provide prior written notice of the intent to incorporate such Pre-Existing Materials into the Work Product or Deliverable and (ii) hereby grants the Company a non-exclusive, perpetual, irrevocable, worldwide, royalty-free and fully paid-up license to use, modify and commercially exploit such Pre-Existing Materials free from any and all claims thereto by Service Provider, its officers, directors, employees, subcontractors and other third parties.

5. Confidential Information. Service Provider acknowledges that in the course of performing the Services, it may acquire information and materials from the Company and obtain knowledge about the business, products, business plans, research and development, customers (or prospective customers) and suppliers of the Company, including through Service Provider’s creation, conceiving, developing or reducing to practice Work Product pursuant to a Statement of Work. Service Provider understands that all such knowledge, information and materials that are disclosed to Service Provider by the Company or that Service Provider otherwise obtains access to or which it creates, conceives, develops or reduces to practice pursuant to a Statement of Work, including all Work Product, are and will be the confidential and proprietary information of the Company (collectively “**Company Confidential Information**”). Service Provider agrees to hold all Company Confidential Information in confidence and to not disclose it to others or allow any unauthorized person access to it, either before or after expiration or termination of this Agreement;

provided that Service Provider may disclose Company Confidential Information on a need to know basis to its employees and contractors who are subject to confidentiality restrictions at least as restrictive as set forth herein. Service Provider agrees not to use Company Confidential Information in any way, commercially or otherwise, except for the purpose of performing the Services. Service Provider agrees that it will protect the secrecy of and prevent disclosure or unauthorized use of Company Confidential Information, using at least the same degree of care that Service Provider utilizes to protect its own confidential information of a similar nature, but in any event no less than reasonable care.

Company Confidential Information shall not include any information that Service Provider establishes has: (i) become generally known or available to the public without breach of any obligation of confidentiality owed to the Company, or (ii) become known by or available to Service Provider (1) from a source other than the Company, without any breach of any obligation of confidentiality owed to the Company and (2) other than as a result of Service Provider’s performance of the Services. Nothing stated in this Section 5 shall be construed to grant any rights or licenses in or Company Confidential Information. If Service Provider is required to disclose Company Confidential Information pursuant to an order from a court of competent jurisdiction or applicable law, Service Provider shall give the Company immediate written notice thereof and shall provide the Company a reasonable opportunity to contest such requirement or to seek an order preventing or limiting the disclosure prior to making any such disclosure. Service Provider will cooperate with the Company in the Company’s efforts to prevent or limit any disclosure and, if required to disclose, will only do so to the minimum extent necessary to comply with any law, subpoena or court order. Service Provider shall be responsible for any violation of this Agreement by its employees or contractors. Neither Party may use the logo or name of the other party without written consent, however, Service Provider hereby authorizes the Company to disclose this Agreement and Company’s responsibilities hereunder to any person or entity, including, without limitation, Company’s advisors, legal counsel, auditors and others.

6. Indemnity. Service Provider shall indemnify, defend and hold harmless the Company, its officers, directors, agents, employees, successors

and assigns from and against any and all claims, settlements, judgments, liabilities, damages, losses, costs, suits and expenses of any nature whatsoever (“Claims”), including reasonable attorneys’ fees (and fees incurred in enforcing this provision), arising out of, based upon or in connection with (i) performance of the Services, (ii) violation of third party rights, including intellectual property rights, or (iii) that is attributable in whole or in part to a breach of this Agreement by Service Provider (or any of its employees or subcontractors) or to the negligence or recklessness of Service Provider (or any of its employees or subcontractors). If the Company provides notice of a claim to which it is entitled to indemnification and is not notified within 10 days thereafter that the Service Provider intends to defend the claim, or at any time thereafter fails to diligently defend or settle the claim, the Company shall be entitled to defend such claim, and settle or compromise such claim, subject to the indemnification provided for herein.

7. **Term and Termination.**

(a) Term. The term of this Agreement is from the Effective Date until the earlier of: (i) the end of the Services described in the last Statement of Work, or (ii) termination pursuant to Sections 7(b) or 7(c) (the “**Term**”).

(b) Termination for Convenience. The Company may terminate this Agreement and/or any Statement of Work at any time without cause or reason, by providing Service Provider with thirty (30) days’ prior written notice. Service Provider acknowledges that such period is adequate to allow it to take all actions required to adjust its business operations in anticipation of termination.

(c) Termination for Cause. Either party, as applicable, shall have the right, in addition and without prejudice to any other rights or remedies, to terminate this Agreement as follows:

(i) upon written notice of material breach of this Agreement by the other party, which breach is not cured within thirty (30) days of receipt by the party in default of a written notice specifying the breach; or

(ii) effective immediately upon written notice if (A) all or a substantial portion of the assets of the other party are transferred to an

assignee for the benefit of creditors or to a receiver or to a trustee in bankruptcy, (B) a proceeding is commenced by or against the other party for relief under the bankruptcy or similar laws, and such proceeding is not dismissed within sixty (60) days, or (C) the other party is adjudged bankrupt.

(d) No Election of Remedies. The election by either party to terminate this Agreement in accordance with its terms shall not be deemed an election of remedies, and all other remedies provided by this Agreement or available at law or in equity shall survive any termination.

8. Effect of Termination. Upon the expiration or termination of this Agreement for any reason:

(a) Termination Without Cause. If the Company gives written notice of its intent to terminate this Agreement or any Statement of Work pursuant to Section 7(b), Service Provider shall use reasonable efforts to discontinue and promptly wind down the applicable Services and deliver to the Company all Work Product, whether complete or in-process, prepared as of the effective date of termination as set forth below.

(b) Survival of Terms. Each party will be released from all obligations to the other arising after the date of expiration or termination, except that expiration or termination of this Agreement will not relieve either party of its obligations under Sections 2(b), 4, 5, 6, 8, 9, 10 and 11; and

(c) Return of Confidential Information. Service Provider will promptly return or, upon notice by Company, destroy all Company Confidential Information and certify such return or destruction at the request of the Company.

(d) No Damages For Permitted Termination. This Agreement is being executed by the parties with the understanding that it may be terminated or, regardless of Service Provider’s performance, not extended. Neither party shall be liable to the other, whether for compensation, reimbursement for investments or expenses, lost profits or goodwill, direct, indirect, incidental, consequential or special damages, or damages of any other kind or character, because of any termination of this Agreement as provided hereunder, or because

of any election to refrain from extending this Agreement upon the expiration of the Term.

9. Limitation of Liability. IN NO EVENT SHALL THE COMPANY BE LIABLE TO SERVICE PARTNER OR ITS AFFILIATES UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS, LOST DATA, OR COST OF SUBSTITUTE GOODS OR SERVICES) AND/OR PUNITIVE DAMAGES, ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED AND WHETHER SUCH DAMAGES ARE BASED IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Warranty. Service Provider warrants to the Company that: (i) it has the full power and authority to execute, deliver, and perform this Agreement, (ii) the Services will be performed in a timely, accurate, professional and workman-like manner to the highest standard in the industry and in accordance with the relevant Statements of Work, (iii) performance of the Services, including any portion performed by any subcontractor, will be in compliance with all applicable laws and regulations and will not breach any applicable law or regulation that is relevant to the Services, any invention assignment, proprietary information, confidentiality or similar agreement with any third party; (iv) the Deliverables will conform to the specifications and requirements set forth in the applicable Statement of Work, (v) Service Provider has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that might adversely affect Service Provider's performance or ability to perform hereunder and Service Partner will not enter into such an agreement or obligation during the Term, (vi) the Services and Deliverables do not and will not infringe any intellectual property rights, misappropriate or violate in any way any rights of third parties including any copyrights, patents, trademark, trade secrets, or other proprietary rights and (vii) this Agreement is a valid, legal and binding obligation of Service Provider, enforceable in accordance with its terms, except as enforceability may be limited by applicable insolvency and other laws affecting creditors' rights generally or by the availability of equitable remedies.

11. General.

(a) Modifications; Waiver. This Agreement may not be waived, modified or amended except by a written instrument signed by both parties that is expressly stated therein to be a waiver or amendment of this Agreement. The delay or failure of a party to enforce a provision in respect of any breach shall not be interpreted to be a waiver of that provision or any other provision or its right to enforce such provision or any other provision in respect of any other breach. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of any other provisions of this Agreement.

(b) Assignment and Subcontracting. Service Provider shall not assign or transfer this Agreement or any of its rights or obligations hereunder, including by way of merger or acquisition, without the Company's prior written consent, and any attempt to do so without such consent will be void. Service Provider may not subcontract performance of any of the Services without the Company's prior written consent. In the event the Company gives such consent, the Service Provider shall cause any such subcontractor to enter into a written agreement obligating the subcontractor to protect and safeguard Company Confidential Information and providing for the assignment to Service Provider or Company of all right, title and interest in and to any Work Product the subcontractor may develop. Subject to the foregoing, this Agreement shall inure to the benefit of and bind successors and permitted assigns of the parties.

(c) Entire Agreement. This Agreement, including all Statements of Work and other exhibits and attachments hereto, collectively constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement, statement, representation or condition, whether oral or written. The terms of any invoice or purchase order or other document shall not add to or alter the terms of this Agreement or any Statement of Work. IT IS THE DESIRE AND INTENTION OF THE PARTIES THAT THIS AGREEMENT NOT BE SUBJECT TO IMPLIED COVENANTS OF ANY KIND.

(d) Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of California, U.S.A., excluding any conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties agree that the exclusive venue for any dispute, claim or controversy arising out of or relating to this Agreement (including without limitation any Statement of Work), or the breach, termination, enforcement, interpretation or validity thereof (including for obtaining any court order pursuant to Section 11(f)), shall be in the State Courts of the County San Francisco, California and the Federal Courts of the Northern District of California, and the parties hereby irrevocably consent to the exclusive jurisdiction thereof. Each of the parties hereby agrees that it shall not assert any claim that it is not subject to the jurisdiction of such courts, that the venue is improper, that the forum is inconvenient or any similar objection, claim or argument. Service of process on any of the parties with regard to any such action may be made by mailing the process to such party by regular or certified mail to the address of such party specified in the Summary.

(e) Attorneys Fees. In the event of litigation between the parties arising out of or relating to this Agreement, the prevailing party will be entitled to recover costs and reasonable fees of attorneys, accountants and expert witnesses incurred by such a party in connection with the action, including such costs and fees incurred because of any appeals.

(f) Injunctive Relief; Remedies. Each party agrees that any breach of Sections 4 or 5 by Service Provider shall result in irreparable harm to the Company for which there is no adequate remedy at law, and the Company shall be entitled to seek equitable relief (including without limitation injunctive relief), without posting a bond, in addition to any other rights or remedies it may have arising from such breach. All rights and remedies hereunder are cumulative, may be exercised singularly or concurrently and, unless otherwise stated herein, shall not be deemed exclusive.

(g) Notices. All notices required or permitted to be given by this Agreement shall be delivered to the address of the respective party as listed in the preamble (introductory paragraph) of

this Agreement marked to the attention of CEO, with copy to such party's General Counsel, or at such other addresses as such party may designate by prior written notice. A notice shall be deemed given on the date delivered in person, or if delivered by reputable overnight or express carrier, on the date delivered by such carrier as evidenced by its records, or if delivered by certified or registered mail with return receipt requested, on the date delivered by the mail carrier as evidenced by the return receipt.

(h) Independent Development. Nothing in this Agreement will be construed as restricting the Company's ability to acquire, license, or develop for itself, or have others acquire, license, or develop for the Company, any services that are similar to and/or that perform the same or similar functions as the Services or the Work Product.

(i) Interpretation. If any provision of this Agreement is declared illegal, invalid or unenforceable by a court of competent jurisdiction, such provision shall be reformed to the extent consistent with the intent of the parties in entering into this Agreement so as to be valid and enforceable. If such provision cannot be so reformed, it shall be struck and the remainder of this Agreement shall continue in full force and effect. The headings in this Agreement are for ease of reference only and shall not otherwise affect the interpretation or application of this Agreement. This Agreement may be executed in counterparts, each of which will constitute an original, and all of which together shall constitute one and the same instrument. Signed copies of this Agreement sent via facsimile or by email delivery of a ".pdf" format data file shall have the same legal effect as original documents.

(j) Language. The original of this Agreement has been written in English, and the English version of this Agreement shall exclusively govern the rights and obligations of the parties in all respects. This Agreement may be translated into another language for convenience, provided that no version of this Agreement other than the original English version, even if signed by the parties, shall have any binding effect upon the parties. Each party hereby waives any right it may have under the law of any country to have this Agreement written in any language other than English.

(k) Authority; Binding Effect; Approvals. Each party represents and warrants as

follows: (i) it has read this Agreement and understands it, (ii) it has had the opportunity to obtain the advice of an attorney regarding this Agreement, (iii) it has the necessary power and authority under applicable laws and regulations to enter into this Agreement and to perform its obligations set forth in this Agreement, and (iv) the individual signing below has authority to execute for such party.

[Signature page follows]

IN WITNESS WHEREOF, authorized representatives of the parties have signed this Master Services Agreement effective as of the Effective Date.

JUUL LABS, INC.

LIFESKILLS, INC.

Signature

Signature

Name (Please Print)

Name (Please Print)

Title

Title

STATEMENT OF WORK NO. 001

This Statement of Work (“**SOW**”) is between JUUL Labs, Inc., a Delaware corporation (“**JUUL Labs**”) and LifeSkills, Inc. (“**Service Provider**”) dated as of July 3, 2018 (the “**Effective Date**”). The terms and conditions of the Master Services Agreement (the “**Agreement**”), entered into as of July 3, 2018 between JUUL Labs and Service Provider, are incorporated herein by this reference. In the event of any conflict or inconsistency in the definition or interpretation of any term or provision set forth in this SOW and the Agreement, such conflict or inconsistency shall be resolved by giving precedence to the Agreement, unless and to the extent this SOW expressly states that a particular term or condition provided therein takes precedence.

1. Background & Objectives

- a. Perhaps the fastest and most promising remedy for addressing the complex and seemingly comprehensive set of challenges confronting youths is the delivery and facilitation of a comprehensive, holistic health education program. At your organization’s request, WHY BEAM is positioned to do that work. As requested, our WHY BEAM program will engage 1,000 youths in authentic, comprehensive, and creative learning and training from July 2018-December 2018.

2. Scope

- a. The Vision/Mission:
 - i. WHY’s Vision-and-Mission is to create a Youth Movement in the City of Baltimore, across the USA, and around the globe, where learning about Holistic Health and Living A Safe Lifestyle moves from being something unusual to being what youth strive for and accomplish.
 - ii. To realize the Vision and accomplish the Mission, for at least the next six months, the WHY Team will provide exemplary service to Baltimore and its surrounding areas through its innovative and unique BEAM (Body Emotions And Mind) curriculum.
- b. The WHY: Project includes involvement in and facilitation of three major areas of effort:
 - i. Highly interactive WHY BEAM Growth Opportunity (GO)TM & Learning Party (LP)TM Sessions (at least four monthly);
 - ii. A Public Advertising Campaign -- “WHY!! BEAM!!: Less Stress. New Skills. Better Decisions. A Safe Life.”TM -- to stimulate interest in the benefits and fun that are part of the Wholistic Health for Youth effort (city/county-wide campaign, ongoing); and
 - iii. Upbeat, interactive, energizing, collaborative, City-wide, “Wholistic Health for Youth: Body Emotions And Mind!” Youth-and-Family Friendly Special Events (two in six months; four events annually). As the Movement picks up momentum and grows into the future,

the WHY BEAM Program will continue partnering with and growing with all sectors – faith-based institutions, community partners, businesses, and educational institutions – cultivating Less Stress, New Skills, Better Decisions, and a Safe Life for All!

Goals

- *Facilitating/coordinating four (4) Special Events
Annually ((two (2) in six months)); and adding at least two (2) new partners each year
- *Training 2-4 full-time facilitators in the **WHY BEAM** method
- *Offering the **WHY BEAM** Program – a three-session program – to persons and communities twice every twelve months
- *Engaging 1,000 youths the **WHY BEAM** Program in the first six months (and Increasing that number by at least 33% every six months thereafter)
- *Facilitating three or more Growth Opportunity (GO) sessions each month, each session is 2-3 hours in duration, with refreshments provided for participants
- *Facilitating a booster session/focus group session for feedback each month
- *Giving all participants a **WHY BEAM** DVD following completion of the program and reaching at least 200 additional youth through strategic distribution of the **WHY BEAM** DVD; place the DVD content into YouTube
- *Having special guest speakers discuss relevant topics dealing with youth culture: effective parenting, financial management, domestic confusion and domestic violence, blended families, and more
- *In year one, reaching 3,000 or more youth through Special Events (and in years 2-5, having that number increase by at least 25% each year)
- *Data Gathering: Recording and tracking all **WHY BEAM** data via Pre- and Post Session surveys, and Pre- and Post Session surveys – and securing all information in the **WHY BEAM** database

WHY BEAM GO™ Topics/

Learning Party™ Topics

include:

- *Less Stress is Best
- * Youths Matter and Youth Matters
- * Money is Not Funny
- * Relationships: The Gift & Temptation of High Tech
- * The Power of Personal Ancestral Spiritual Identity:

Knowing Who and What I am AND Who and What I am not --

Critical Keys for New Skills and Better Decisions

- * Cutie on Duty? Boy Toy? UnderCover Lovers?
- * Drugging, Sexing, Drinking, Smoking, Vaping, Escaping . . .
- * Revolutionary Acts: Be Safe, Stay Well, and Live Long
- * Being Young: Burden and Fun
- * Being a Youth: Joy & Pain, Sunshine & Rain
- * Always & Forever -- or Not
- * WHEN PEOPLE SAY: "I Don't Know What to Do About These Young People"
- * RELATIVES can be SUPERLATIVES
- * The Source, Our Ancestors, and Our Exemplars:
The Power, The Way, The Encouragement -- Best Practices,
Healthy Practices, Victorious Practices
- * FRIENDS, BOYFRIENDS, GIRLFRIENDS, AND A HIGHER END

Expected Outcomes

- * **1,000 youths engaged** after first six months of the **WHY BEAM** Program being offered

- * 80% of the youths completed the three-session **WHY BEAM** Program cycle
- * 85% of the youths demonstrating healthier life skills, communication skills, greater understanding of and respect for themselves and others, better decisions, and an increased knowledge of Holistic Health

- * 90% of the youths participating in the booster sessions/Special Events evidencing sustained communication skills, problem solving skills, and knowledge of how to live a safe life

- * 100% of the participants being able to share with others, encouraging them to participate in future **WHY BEAM** program offerings

3. Project Dates (Timeline)

- a. July 3, 2018 – December 31, 2018

4. Fees and Costs

The WHY BEAM Program Budget

Wholistic Health for Youth: Body Emotions And Mind

Consultants

Marketing \$30,000.00

Program Evaluator \$2,500.00

Website \$5,000.00

Total Consultants \$37,500.00

Other Direct Costs

Books \$900.00
Events, 2 \$2,000.00
Legal \$400.00
Health Kits \$39,800.00
Photocopying/Duplication \$2,000.00
Postage \$ 400.00
Child Care Refreshments.\$2,000.00
Speakers \$12,000.00
Telephone/Internet \$500.00
Total Videographer \$ 4,000.00

Personnel

Total Personnel \$ 135,000.00
Rent \$ 22,000.00
Supplies
 Equipment (<\$5,000) \$3,000.00
 Supplies - Other \$3,500.00
Total Supplies \$6,500.00
Travel \$5,000
Total \$270,000.00

- 5. Term of SOW
 - a. July 3, 2018 – December 31, 2018

[Signature Page follows]

IN WITNESS WHEREOF, this SOW has been executed as of the date first above written.

JUUL LABS, INC.

LifeSkills, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

From: Julie Henderson on behalf of Julie Henderson <[REDACTED]@juul.com>
To: Bruce Harter
Sent: 6/6/2018 9:12:01 AM
Subject: Re: Materials for tomorrow's discussion

Hi Bruce,

No worries - I'm embedding them in this email. You probably already have them - they're from our working meetings in Feb, Mar and Apr.

**JUUL – PROMOTING HEALTHY LIFESTYLES through
COMPREHENSIVE HEALTH EDUCATION
WORKING DRAFT - 2/20/2018**

Introduction – The Center for Disease Control (CDC) defines health as “A state of complete physical, mental, and social well-being and not just the absence of sickness or frailty”. The CDC further identifies specific factors that contribute to a person's current state of health. These factors may be biological, socioeconomic, psychosocial, behavioral, or social in nature. Scientists generally recognize five determinants of health of a population:

- Biology and genetics. (e.g., sex and age)
- Individual behavior. (e.g., alcohol use, smoking, unprotected sex, and injection use)
- Social environment. (e.g., discrimination, income, and gender)
- Physical environment. (e.g., where a person lives and crowding conditions)
- Health services. (e.g., access to quality health care and whether or not a person has health insurance)

The Challenge - “The U.S. has one of the largest income-based health disparities in the world, according to a [new paper](#) out in the journal *Health Affairs*. Among the poorest third of Americans studied, 38.2 percent report being in “fair or poor” health, compared with 12.3 percent of the richest third.” (*The Atlantic*, June 5, 2017). Another 2017 report, this one from *The Academies of Sciences, Engineering and Medicine* identifies two main clusters of root causes of health inequity. The first is the intrapersonal, interpersonal, institutional, and systemic **mechanisms** (e.g., policies and institutions) **that organize the distribution** of power and resources differentially across lines of race, gender, class, sexual orientation, gender expression, and other dimensions of individual and group identity. The second, and more fundamental, is the **unequal allocation of power and resources**—including goods, services, and societal attention—that manifest in unequal social, economic, and environmental conditions, also known as the social determinants of health (*Communities in Action: Pathways to Health Equity*, 2017).

A Solution – Health Education “Demonstration Schools/Districts”:

Though sometimes debated, most educators agree that the purpose of public education is to prepare students for life, not just college and or a technical or vocational career (Dewey, 1916; Tyack, 1974). Such preparation entails more than instructing for academic achievement. It includes instruction and support in developing health literacy in social, emotional and physical health such that students from middle childhood through emergent young adulthood are equipped with decision-making skills and habits of mind and being that address the mechanisms and resources that cause health inequalities, thereby eliminating the potential for health disparities in their own lives and in their communities.

In recognition of the potential equalizing nature of public education, JUUL Labs, Inc. seeks to identify, nurture and support exemplars of comprehensive health education in our nation’s schools. The goal is to provide replicable examples of health literacy that can be customized to meet local communities’ needs.

General Process: Over a five-year period, JUUL’s education team will work on multiple levels and within

several different agencies to produce Demonstration Schools/Districts with exemplary and replicable programs. Specifically, the team will work with:

A) **Individual schools and school districts** to develop, implement and assess the effectiveness of holistic health education as an integrated component in all aspects of instruction and school life (e.g., core curricula, extended learning opportunities through after-school and summer programs, community education workshops, parent/community engagement activities, on-site community health centers, designated health and physical education courses, etc.). In collaboration with local schools/districts, the team will develop measurable goals and objectives that are: a) site-specific; b) aligned with National Health Education Standards (NHES), Next Generation Science Standards (NGSS), and Common Core Standards (CCSS); and c) that are measured formatively (and unobtrusively) via periodic benchmarks conducted within the school/district's culture and academic year timelines. The team will also work with local schools and districts to create and implement self-sustaining community health centers and clinics, ideally to be housed on school campuses with student access before, during and after school hours, and school community (i.e., parents/guardians) access after school hours, including summers.

B) **Teacher Education programs** to co-construct one or more lessons within the requisite Health Education course that address issues that are not currently covered (e.g., vaping and other smokeless tobacco/nicotine delivery systems, social-emotional health development among adolescents and emergent adults, etc.). In collaboration with university and schools of education faculty, the team will assess the effectiveness of these lessons and report their findings via professional conference papers and presentations (e.g., American Education Research Association, National Council for Teachers of English, etc).

C) **Faith-based Health Education initiatives and programs** to engage community members through familiar portals so that they're aware of recent trends and options in healthcare (e.g., workshops in preventive and pro-active measures such as smoking cessation clinics and therapy groups, harm reduction needle exchange, free sex education classes, etc).

Internal Timeline and Benchmarks (See 30-60- and 90-day benchmarks doc):

Five-year: Disseminate final reports at national and regional conferences (AERA); Support study tours to demonstration schools

Four-year:

Three-year:

Two-year:

One-year:

Health Literacy

Whether a person can obtain, process, and understand basic health information and services that are needed to make suitable health decisions. Health literacy includes the ability to understand instructions on prescription drug bottles, appointment cards, medical education brochures, doctor's directions, and consent forms. It also includes the ability to navigate complex health care systems. Health literacy is not simply the ability to read. It requires a complex group of reading, listening, analytical, and decision-making skills and the ability to apply these skills to health situations [8].

Our Community and Educational Outreach to Combat Underage Use of JUUL

As part of our comprehensive approach to combat underage use of our products and to encourage young people to stay away from all nicotine products, we co-host community conversations with local schools, substance abuse agencies and school districts across the country. Our goal is to educate parents, educators and law enforcement about our product, as well as other products that contain nicotine and other dangerous substances. To date we've reached out directly to more than 200 educators and education agencies.

Specifically, our educational efforts include:

- Providing parent and student curriculum to schools and substance abuse agencies centered on the facts about our product, its nicotine content, the impact of nicotine on the brain and body, and actions young people can take to cope with peer influence and stress. We understand that young people may not fully understand the potentially serious implications of using nicotine products, and that parents may be frustrated, alarmed and angry when they discover their children may be using such products without their awareness or consent. Our goal is to become allies around our shared commitment to keep young people from ever trying JUUL.

- Effective intervention practices informed our decision not to expand our curriculum beyond the simple facts of nicotine science and nicotine's impact on the developing brain and body. We realize that even when people know the potential addictive harm endemic to a substance such as nicotine, their choice to use it is influenced by many factors beyond the supporting science. Consequently, we included instructional modules on natural options for addressing some of the other reasons young people use JUUL. This includes effective self-efficacy strategies for reducing peer influence, as well as meditation and mindfulness practices for reducing stress.
- We also partner with local schools and faith-based organizations to provide comprehensive, holistic health education programming, including after-school enrichment courses, summer camps, parent/parishioner education workshops, school-to-healthcare profession training and school-based community health centers. Trendsetting public schools seek innovative solutions to persistent community health challenges with aggressive, holistic approaches that exceed traditional classroom teaching and learning. Likewise, social justice-oriented and faith-based organizations recognize the importance of meeting more than the community's spiritual needs with pragmatic programming that goes beyond weekly worship services. We've partnered with some of these institutions by supporting the organic solutions they've developed for their communities.
- As one example, the Freedom & Democracy charter schools in Baltimore used our intervention curriculum to jump-start an after-school enrichment program and summer camp experiential learning series that integrate their character development and human rights-centered curriculum with explicit teaching of a holistic healthy lifestyle curriculum. High school students further this baseline of learning through the secondary school's Health Professions Academy, a partnership that engages JUUL support with MedStar Memorial Hospital partners in building the foundations for students interested in pursuing careers in the medical profession. To ensure consistency and whole family outreach, a school-based community health clinic augments the charter schools' parent education "university" by providing on-site physical health screenings, harm reduction training, wellness counseling and mental health services for the schools' extended families throughout the year.

DOCUMENT 2 - STARTS BELOW

YOUTH PREVENTION PROGRAMS by Type and Purpose

Type of Program	Name of JUUL's Program	Intended Purpose(s)	Possible Misinterpretations	Big Tobacco's sponsored Programs (1980 - 2000)
Youth Education	Introductory Intervention Curriculum Pilot (Intro - 3 hr pilot)	Educate youth of the health affects of nicotine on the developing adolescent brain & body;	Generates good PR; Builds alliances w/educators & school law enforcement;	"Right Decisions, Right Now" (RJR, 1991)
	HS & MS Intervention Curricula (10-21 hr ELA units)	Provide self-efficacy strategies for addressing peer influences	Marginalizes extant health education and abuse prevention educational programs;	"Juveniles Should Not Smoke" (Finland, 1992)
	Prevention Curricula Grades 6-12 10-22 hr units embedded in ELA/SS	Provide non-substance alternatives to addressing teen stresses	De-rails regulation	"Smoking Can Wait" (Russia, 1994-1995)
	PSAs - media campaigns (incl social media)	<i>Identify & replicate/scale most effective prevention program(s) & approaches; Ultimate goal is to reduce youth use down to below the lowest levels of youth smokers</i>	Collects data on youth for marketing purposes	MTV Campaign
Adult Education (Parents, Educators, School Resource Officers, Counselors)	Community Conversations/Town Hall Meetings	Inform adult communities of vaping trends in general, including types of systems, products used widely by youth, potential hazards (w/counterfeit products), ways students may try to conceal and use, known health affects, additional research needed (and its status - if we're in the process of conducting)	Generates good PR; Builds alliances w/educators & parents; Marginalizes and/or discredits extant health education programs & agencies	"Responsible Living Program" (Tobacco Institute) which included "Helping Youth Decide" (Tobacco Institute, 1984) and "Helping Youth Say No" (Tobacco Institute, 1990 and Phillip Morris, 1994).
	Professional Development Workshops for Teachers, Administrators & SROs (1/2 day to 1 full day)		De-rails regulation	
Retailer- and E-commerce targeted programs	Secret Shopper	Identify non-compliant sources & eliminate their access to product	Generates good PR;	"Action Against Access" (Phillip Morris, 1995)
	WeCard		Implies age and the law are the only reasons underage youth should not use JUUL/vape;	"We Card" (Coalition for Responsible Tobacco Retailing)
	Talisman Take-Downs Social Media Monitoring & Take-Downs	Identify unauthorized marketing (usually by youth) on social media sites & engage FDA's assistance in	Undermines FDA &/or local	"It's the Law" (Tobacco

		enforcing take-downs	jurisdiction's attempts to regulate age restrictions	Institute, 1990; Phillip Morris, 1994) "Support the Law" (RJReynolds, 1992)
Third-party Supports	"JUUL" 501(c)(3) Foundation Introductory Intervention Pilot Curriculum	Partner with youth-focused organizations to educate youth on dangers of nicotine Identify & fund exemplary and promising prevention programs (e.g. existing & proposed health education programs)	Attempts to use 3rd parties as mouthpieces & gain legitimacy Builds alliances w/reputable youth groups	4-H "Health Rocks" US Junior Chamber of Commerce partnership Partnered w/National Association of State Boards of Education (& used president for media tours) Sought alliances w/scouts; YMCA/YWCA, Boys & Girls Clubs, Jr Achievement

On Wed, Jun 6, 2018 at 7:23 AM, Bruce Harter <[REDACTED]@hotmail.com> wrote:

Julie,

Thanks for the background links. I was not able to open either of the attachments.

See you at noon today.

Bruce

From: Julie Henderson <[REDACTED]@juul.com>

Sent: Tuesday, June 5, 2018 10:31 AM

To: Wendell Greer <[REDACTED]@aol.com>; Bruce Harter <[REDACTED]@hotmail.com>; [REDACTED]

Subject: Materials for tomorrow's discussion

Good morning,

A few quick articles & internal docs (attached) to help inform our discussion tomorrow. Please forgive the lengthy email - we've got a lot to cover in 90 min. Thank you!

I. Background articles for current internal discussions re: Educ/YP

(Please read abstract for the first article if you don't have time to read the whole thing, & note how the second article is eerily similar to our chart of YP programs vs. those from Big Tobacco; Articles 3 & 4 help explain current executive concerns & discussion re: discontinuing our work w/schools)

<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC1447480/>

<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC1447482/>

<https://escholarship.org/uc/item/2cd8t2jd>

https://www.tobaccofreekids.org/press-releases/id_0542

II. Helpful article for improving our school partnerships

https://www.researchgate.net/publication/24236615_school-based_smoking_prevention_programs_with_promise_of_long_term_effects

<https://tobaccoinduceddiseases.biomedcentral.com/articles/10.1186/1617-9625-5-6>

III. Background info for potential (preferred) marketing approach w/Deutsch & attempts to engage w/Truth, TFK & Stanford's Tobacco Toolkit

<https://www.psychologytoday.com/us/blog/surviving-your-childs-adolescence/200912/rebel-cause-rebellion-in-adolescence>

--

Julie Henderson

Juul Labs 560 20th Street, San Francisco, CA 94107

photo juul labs sig2_zpsb4v2zjvf.jpg

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Julie Henderson

Juul Labs 560 20th Street, San Francisco, CA 94107

photo juul labs sig2 zpsb4v2jwvf.jpg

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Counter Party Name:	<u>Trevino Consulting Group</u>
Counter Party Email:	
Effective Date:	
End Date:	
Requesting Department:	
Contract Total Value:	
Approved By:	
Budgeted?: Y/N	

JUUL LABS, INC.
CONSULTING AGREEMENT

This Consulting Agreement (this “**Agreement**”) is made by and between JUUL Labs, Inc., a Delaware corporation, (the “**Company**” or “**JUUL**”), and ~~[Name of Co. or Individual]~~ Trevino Consulting Group, an [*choose one: Entity Type or Individual*] (“**Consultant**”), effective as of 15 JUNE 2018 (the “**Effective Date**”).

Recitals

The Company desires to the engage Consultant, and Consultant desires to render services to the Company as a consultant, under the terms and conditions of this Agreement.

Agreement

Based upon the premises in the recital above and the mutual promises below, the parties hereby agree as follows:

1. The Services. The Company hereby engages Consultant to perform the services as specified in “Scope of Services” in Schedule A hereto (the “**Services**”), as such Schedule may be amended from time to time in writing by the Company and Consultant. As the only consideration due Consultant regarding the subject matter of this Agreement, the Company will pay Consultant in accordance with Schedule A. The Company and Consultant agree that Schedule A sets forth the entire compensation the Company will be obligated to pay Consultant for the Services, and will otherwise be governed by this Agreement.

2. Term: Termination.

a. Term. This Agreement commences on the Effective Date and will terminate automatically on the earlier of prior written notice by either party to the other of

termination (“**Termination Notice**”) of the consulting services (subject to Section 2(b) below), any unforeseen event or circumstance hindering Consultant’s ability to perform under this Agreement, or two (2) years from the Effective Date.

b. Termination Notice. If either party gives a Termination Notice, then this Agreement will terminate one (1) week after the Termination Notice, provided that in lieu of one week’s notice, the Company may in its discretion pay Consultant one week’s compensation.

c. Effect of Termination. Termination of this Agreement will constitute termination of the consultancy services and any compensation set forth in Schedule A. Notwithstanding the foregoing, Sections 4 through 10 of this Agreement will survive termination of this Agreement and Consultant shall remain bound thereby.

3. Location of Services; Employees. Unless otherwise specified in the applicable Scope of Services, Consultant will perform the services at Consultant’s place of business and use Consultant’s tools and equipment. Consultant shall not subcontract or assign Services, without the Company’s prior written consent. If Consultant is a corporation or other entity, (a) Consultant hereby represents and warrants that the undersigned has authority to bind Consultant to this Agreement and that all of Consultant’s employees and contractors who will provide Services hereunder have executed written agreements with Consultant containing confidentiality and assignment of invention provisions consistent with those in Section 8 hereof, (b) Consultant shall be solely responsible for all acts and omissions of its employees and contractors and for all payments to its employees and contractors, including, without limitation, tax withholding.

4. Expenses & Billing. The Company will reimburse Consultant for all reasonable and necessary expenses incurred in rendering the Services provided the Company approves such expenses in writing before Consultant incurs the expense. Consultant will invoice the Company at least on a monthly unless a different timing for invoices is agreed to in Schedule A. Invoices will include a detailed accounting of Services performed, including without limitation, where Services are performed on a time and materials basis, the number of hours of Services provided by each such person by date and the hourly rates therefor and other information as reasonably necessary for the Company to verify the accuracy of the invoice amounts. The Company shall pay each undisputed invoice for accepted Services within 30 days after receipt of invoice (unless a different timeframe for payment is agreed to in Schedule A).

5. Taxes. Consultant hereby directs the Company not to withhold any income, social security, state disability, or other taxes that may be applicable to Consultant. Consultant hereby represents that Consultant is an independent contractor and will pay such taxes on Consultant’s own behalf. Consultant hereby agrees to indemnify the Company for any taxes, interest, and penalties incurred by the Company as a result in whole or in part from the Consultant not paying and/or withholding such taxes on Consultant’s own behalf.

6. Compliance with Laws and No Infringement. Consultant represents and warrants that Consultant’s performance of all the terms of this Agreement will not breach any applicable law or regulation that is relevant to the Services, any invention assignment, proprietary information, confidentiality or similar agreement with any third party. Additionally, Consultant further represents and warrants that the provision of the Services do not infringe, misappropriate

or violate in any way any rights of third parties including any copyrights, patents, trademark, trade secrets, or other proprietary rights.

7. Conflict of Interest.

a. Conflict of Interest. During the term of this Agreement, Consultant will not without the prior written approval of the CEO of the Company directly or indirectly participate in or assist any business which is a current or potential supplier, customer, or competitor of the Company. However, Consultant may invest to an extent not exceeding one percent (1%) of the total outstanding shares in each of one or more companies whose shares are listed on a national securities exchange or quoted daily by NASDAQ.

b. No Conflicts Representation. Consultant covenants, warrants and represents that:

- (i) Consultant's performance of all the terms of this Agreement and Consultant's work for the Company does not and will not breach any invention, assignment or proprietary information agreement with any former employer or other party, or create any conflict of interest with anyone.
- (ii) Consultant will not disclose to the Company or use for the benefit of the Company any confidential information of a third party or derived from sources other than engagement with the Company or association with the Company during any period of consultancy.
- (iii) If there is any uncertainty regarding the confidential status or proprietary nature of any information, Consultant will refer to the management of the Company the question of whether such information is available for disclosure and use for the benefit of the Company.
- (iv) Consultant will not enter into any other agreement with any other person or entity, either written or oral, in conflict with the terms of this Agreement.

8. Non-Disclosure and Retention of Certain Company Information.

a. Non-Disclosure of Company Confidential Information.

(1) Consultant will regard and preserve as confidential, and will not divulge to unauthorized persons or use, or authorize or encourage persons who are under Consultant's direction or supervision to use, for any unauthorized purposes, whether during or after the term of this Agreement, any information, matter, material or thing of a secret, confidential, or private nature connected with the business of the Company or any of its suppliers, customers or their affiliates ("**Confidential Information**") without the prior written consent of the Chief Executive Officer of the Company. Confidential Information shall include, without limitation: (i) all matters of a technical nature, such as trade secrets, intellectual property, know-

how, formulae, computer programs, source code, object code, machine code, routines, algorithms, software and documentation, secret processes or machines, inventions and research projects; (ii) all matters of a business nature, such as information about costs, profits, markets, sales, customers, business contacts, suppliers, and employees (including salary, evaluation, and other personnel data); (iii) all plans for further development; and (iv) any other information that is confidential or proprietary to the Company.

(2) In this regard, although certain information or technology may be generally known in the relevant industry, the fact that the Company uses it, and how the Company uses it, may not be so known, and therefore is subject to non-disclosure and non-use. Furthermore, the fact that various fragments of information or data may be generally known in the relevant industry does not mean that the manner in which the Company combines them and the results obtained thereby are so known; and in such instance that fact also is subject to non-disclosure and non-use.

(3) Excluded from the restrictions of Subsections 8(a)(1) and (2) is information Consultant knew before the Company disclosed the information to Consultant, information which is public knowledge (other than as a result of disclosure by Consultant), and information which has been disclosed to Consultant by a third party without restriction as a matter of right. Consultant may, without violating Sections 8(a)(1) and (2), disclose Confidential Information that is required to be disclosed by court order or similar governmental authority provided that Consultant promptly informs the Company of the requirement, cooperates in seeking a protective order or confidential treatment prior to disclosure, and discloses only the Confidential Information that is required to be disclosed.

(4) Consultant agrees that, before making any disclosure or use of Confidential Information not previously approved in writing by the Chief Executive Officer of the Company in reliance upon any of the exclusions set forth in Subsection 8(a)(3), Consultant will give the Company at least ten (10) business days prior written notice, specifying the applicable exclusion and the circumstances giving rise to it. Consultant will have the burden of proving by clear and convincing evidence that the given exclusion applies to the information under the circumstances.

b. Assignment of Inventions.

(1) Consultant will promptly disclose in writing to the Chief Executive Officer of the Company all inventions, improvements, designs, formulas, works of authorship, trade secrets, technologies, mask works, circuits, layouts, algorithms, computer programs, ideas, processes, techniques, marks, know-how and data, whether or not patentable or registrable (collectively "**Inventions**") made or conceived or reduced to practice or developed by Consultant, either alone or jointly with others, during the term of this Agreement in connection with the Services or which relate to the Company or its current or proposed business, products or research and development.

(2) All Confidential Information and all title, patents, patent rights, copyrights, mask work rights, trade secret rights, and other intellectual property and rights anywhere in the world (collectively "**Rights**") in connection therewith shall be the sole property of the Company. Consultant hereby assigns to the Company any Rights Consultant may have or

acquire in such Confidential Information.

(3) Consultant agrees that all Inventions which Consultant makes, conceives, reduces to practice or develops (in whole or in part, either alone or jointly with others) during or prior to the term of this Agreement in connection with the Services or which relate to the Company or its current or proposed business, products or research and development, and all Rights therein, shall be the sole property of the Company and works for hire in favor of the Company. Consultant agrees to assign and hereby assigns to the Company all Inventions and all Rights to any such Inventions.

(4) Consultant agrees to perform all acts deemed necessary or desirable by the Company to permit and assist it, at Consultant's reasonable rate, in evidencing, perfecting, obtaining, maintaining, defending and enforcing Rights and/or Consultant's assignment with respect to such Inventions in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as Consultant's agents and attorneys-in-fact to act for and on behalf and instead of Consultant, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Consultant.

(5) If any Rights or Inventions assigned hereunder are based on, or incorporate, or are improvements or derivatives of, or cannot be reasonably made, used, reproduced and distributed without using or violating technology, intellectual property or Rights owned or licensed by Consultant and not assigned hereunder, Consultant hereby grants the Company a perpetual, worldwide royalty-free, non-exclusive sublicensable right and license to exploit and exercise all such technology, intellectual property and Rights in support of the Company's exercise or exploitation of any assigned Rights or Inventions (including any modifications, improvements and derivatives thereof).

c. Retention of Company Data and Records. All data and records coming into Consultant's possession or kept by Consultant in connection with Consultant's engagement and any period of consultancy, including, without limitation, notebooks, drawings, and blueprints; computer programs, software, and documentation; bulletins, parts lists, reports, and customer lists; production, cost, purchasing, and marketing information; and employment data, including policies and salary information, are and shall remain the exclusive property of the Company. Consultant will return to the Company all originals and copies of such data and records promptly upon termination of Consultant's engagement, unless Consultant obtains specific written consent from the CEO of the Company to retain any such data or records.

9. Non-Solicitation. During Consultant's engagement with the Company and for one year after the termination of the engagement with the Company for any reason, in order to enable the Company to maintain a stable work force and to operate its business, Consultant shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or contractors to leave their employment or engagement with the Company, either for Consultant or for any other person or entity.

10. General.

a. Independent Contractor. The Company and Consultant are and will remain independent contractors as to each other, and no joint venture, partnership, agency or other relationship which would impose liability upon one party for the act or failure to act of the other will be created or implied hereby or herefrom. Consultant will not be covered under the Company employee benefit plans. Except as expressly set forth herein, each party will bear full and sole responsibility for its own expenses, liabilities, costs of operation and the like. Neither party will have any power to bind the other party or to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other party.

b. Severability; Waiver. If the application of any provision or provisions of this Agreement to any particular facts or circumstances is held to be invalid or unenforceable by any court of competent jurisdiction, then the validity and enforceability of such provision or provisions as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement will not in any way be affected or impaired thereby. The waiver of any one default will not waive any other default.

c. Arbitration. Any controversy or claim arising out of or related to this Agreement or the breach thereof, except when injunctive relief or specific performance is sought, will be settled by arbitration at the office of the American Arbitration Association (“AAA”) in the County of San Francisco, California in accordance with the rules of the AAA. In the event a dispute is submitted to arbitration, the arbitrator may award costs and reasonable attorneys’ fees to the prevailing party. The award of the arbitrator will be of the same force and effect as a final enforceable judgment of a court of competent jurisdiction.

d. Notices. Any notice to be given pursuant to this Agreement will be in writing and will be deemed to have been given at the time of delivery in person to a party, if an individual, or to an officer of a party otherwise or upon the earlier of (i) actual receipt by the addressee and (ii) three (3) days after deposit in the U.S. mail when sent postage prepaid and addressed to the address of the intended recipient thereof set forth below or such other address as any party hereto will have designated in writing and given notice thereof to the other party pursuant to this subsection. The current addresses for the parties for purposes of notice are:

Company: JUUL Labs, Inc., at the address set forth on the signature page hereto.

Consultant, at the address set forth on the signature page hereto.

e. Miscellaneous.

(1) California law governs this Agreement without reference to choice of laws provisions as applied to instruments, persons and transactions which have legal contacts and relationships solely within the State of California. This Agreement constitutes the full and complete understanding of the parties, superseding all previous agreements on the subject matter hereof, including, without limitation, any previous consulting engagement agreements or purchase orders of Consultant. The language of this Agreement will be construed as a whole according to its fair meaning, and not strictly for or against any of the parties.

(2) This Agreement may be amended only by a written amendment executed by Consultant and an authorized officer of the Company.

(3) Consultant shall not assign this Agreement without the prior written consent of the Company (which may be withheld in its discretion). This Agreement will inure to the benefit of and will be binding upon the successors and permitted assigns of the parties, including any entity acquiring all or substantially all of the assets or stock of the Company and any wholly-owned U.S. subsidiary of the Company.

(4) The section headings in this Agreement are solely for convenience and will not be considered in its interpretation.

(5) Any lawsuit or proceeding which arises out of or relates to this Agreement that is not arbitrated pursuant to Section 9(c) above will be brought in the State of California in San Francisco County (and for the purpose of any such suit irrevocably submit and consent to the personal and subject matter jurisdiction and venue of any court located there, and waive all defenses of inconvenient forum). Service of process may be effected in the same manner notice is given pursuant to Section 9(d) above. The prevailing party will be entitled to recover reasonable attorneys' fees and costs.

(6) This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. The exhibits referred to herein and annexed hereto are hereby incorporated into and made a part of this Agreement.

f. Publicity and Disclosure of Agreement. Neither Party may use the logo or name of the other party without written consent, however, Consultant hereby authorizes the Company to disclose this Agreement and Consultant's responsibilities hereunder to any person or entity, including, without limitation, Consultant's future clients.

Authorized Signatures

For the purpose of binding the parties to this Agreement, the parties or their duly authorized representatives have signed their names below. Consultant understands that notwithstanding the date of execution or acceptance by the Company, this Agreement is effective as of the Effective Date set forth above.

COMPANY:

CONSULTANT:

| JUUL LABS, INC.

Trevino Consulting GroupNAME

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title:

Address: 560 20th Street

Address: BUSINESS ADDRESS

San Francisco CA 94107

SCHEDULE A-1

SCOPE OF SERVICES AND COMPENSATION

Consultant Contact:

Company Contact: ~~Insert INTERNAL BUSINESS SPONSOR~~ Nat Sillin

~~Scope of Services:~~

OVERVIEW:

JUUL was created to serve as an alternative to cigarettes, and to give those who do smoke the resources they need to reduce or eliminate their consumption of cigarettes. JUUL is the first product of its kind that has shown what smoking technology can do for current smokers. Although the brand is well-recognized, the benefits of this technology are not widely known. In order to market this innovative technology, JUUL must form strategic partnerships, analyze their current presence in the community through focus groups and develop programs that resonate with adults for prevention and cessation.

OBJECTIVES, STRATEGIES AND TACTICS:

Objective #1: Smoking cessation for adults

Strategy: Position JUUL as a proponent of smoking cessation among adults. Engage in outreach to specific community-based organizations (faith-based groups, community service organizations, minority groups, advocacy group, professional associations and other business-related organizations) who provide smoking cessation education and assistance to current smokers.

Targets for Partnership: Statewide networks of established advocacy and service organizations such as the LULAC, UnidosUSA, NAACP, National Urban League, American GI Forum (Latino veterans organization), other veterans organizations, churches and community-based groups

Tactic: Identify strategic sponsorship opportunities with US Hispanic Chamber of Commerce, US Black Chamber of Commerce, their state and local affiliates, among others

Tactic: Identify strategic sponsorship opportunities for JUUL to support and expand existing cessation education programs in partnership with selected community-based organizations

Tactic: Deepen and expand targets for partnership through outreach and research in each market

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Objective #2: Gauge the opinion of smokers through focus groups

Strategy: Oversee and manage focus groups (ten in Houston and five in San Antonio) to gauge the perception, attitude, beliefs and values around smoking prevention and cessation and JUUL as a whole.

Population Targets: Houston is the fourth largest metropolitan area in the US with 6.2 million residents of which 41 percent are Latinos. San Antonio, with five major military bases, is home to the largest concentration of military personnel and retirees. Many military personnel started smoking while in the military, which makes this population a good target for focus groups targeting veterans that are former or current smokers.

Focus Groups: In Houston, recruit a diverse group of 15 participants per session; over the age of 21; all socio-economic backgrounds; current smokers and former smokers; in San Antonio, specifically target the veteran community*

*Focus group proposal may be amended in consultation with JUUL's CESR department.

Objective #3: Smoking prevention for youth

Tactic: Engage in outreach and education through partnerships with selected specific community-based organizations whose programs are focused on youth

Targets for Partnership: Youth education groups (such as the Boys & Girls Clubs of America), school districts, church groups and smoking cessation organizations working with minority groups

Tactic: Introduction and promotion of JUUL’s smoking prevention information and education materials (English and Spanish language); extend support to existing minority youth focused with the intent of expanding smoking prevention programs

Tactic: Develop funding model to attract and incentivize community engagement and education partners for JUUL thus enhancing JUUL’s corporate social responsibility image

TIMELINE AND CONSULTING FEE:

Comment [A1]: How long is this engagement expected to last?

Treviño Consulting Group (TCG) respectfully requests a monthly retainer of \$20,000.00 (plus reimbursements) commencing on June 15, 2018. The retainer covers both development and implementation of a community engagement and outreach program and oversight and management of the focus group project.

JUUL will be invoiced on the first of each month.

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Invoicing and Payment:

Consultant shall submit written invoices to apaccounting@juul.com with time broken out in 30 minute increments on the 1st of each month and include specific and detailed time entries for Services performed.

Payment for Services is subject to the Company’s acceptance of the Services to its satisfaction.

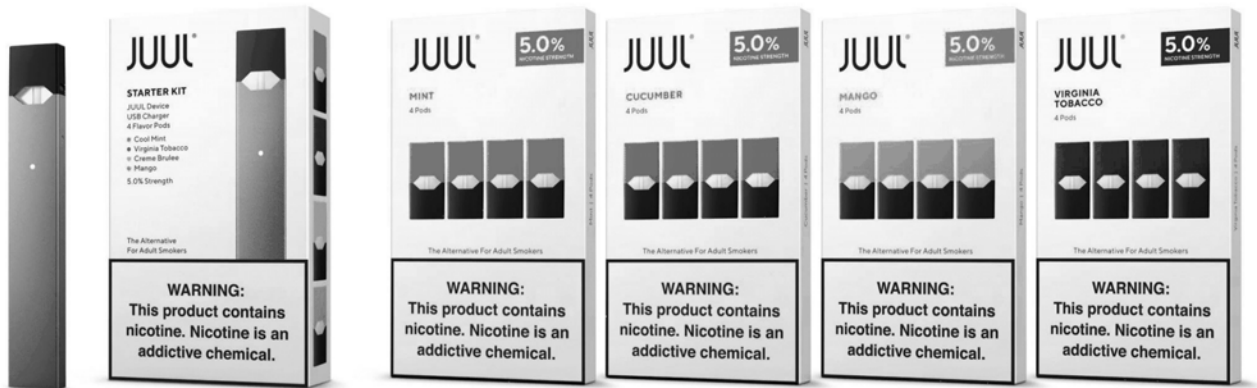


COMPANY GROWTH

JUUL is the #1 independent vapor brand in the convenience channel (Nielsen).

JUUL is one of the fastest growing brands in the U.S. vapor category.

We have increased sales to consumers by ~850% and have almost doubled the size of our company in the past year (Nielsen).



JUUL PROFIT MARGIN BREAKDOWN

JUUL offers a very high profit scenario for retailers, adding value and dollars to their business while meeting growing consumer demand.

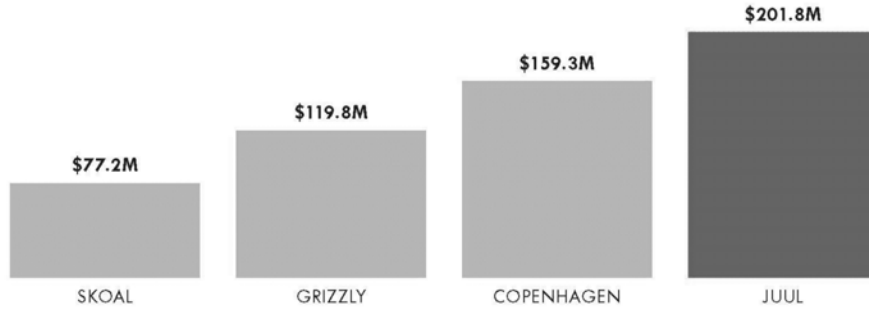
STARTER KIT	DEVICE KIT	REFILL KIT
MSRP: \$49.99	MSRP: \$34.99	MSRP: \$15.99
Retailer Price/D2R: \$32.00	Retailer Price/D2R: \$23.45	Retailer Price/D2R: \$10.25
% Margin: 36.0%	% Margin: 33.0%	% Margin: 35.9%
\$ Margin: \$17.99	\$ Margin: \$11.54	\$ Margin: \$5.74

YOUTH PREVENTION

As an independent company, we are committed to driving innovation in our category. We are developing and pioneering both technology and programs focused on the prevention of underage use of our products. JUUL supports effective legislation and regulation to prevent the purchase and use of JUUL products by minors including raising the purchase age to 21+.

PLEASE CONTACT YOUR JUUL REPRESENTATIVE

JUUL CATEGORY PERFORMANCE



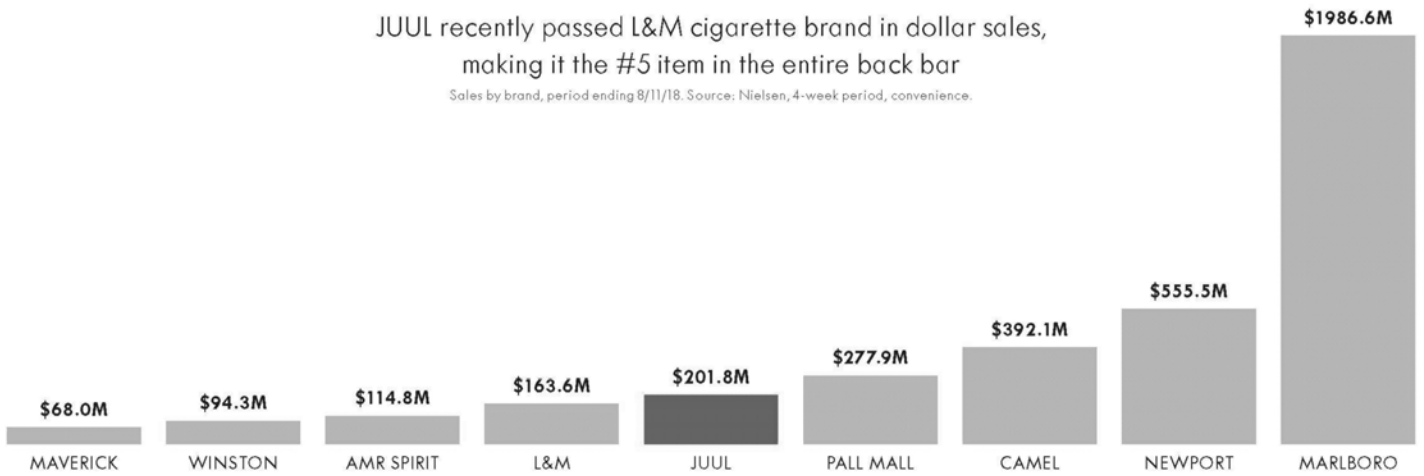
JUUL has more dollar sales than any brand within the OTP category

JUUL is now larger than the #2 and #3 brands combined

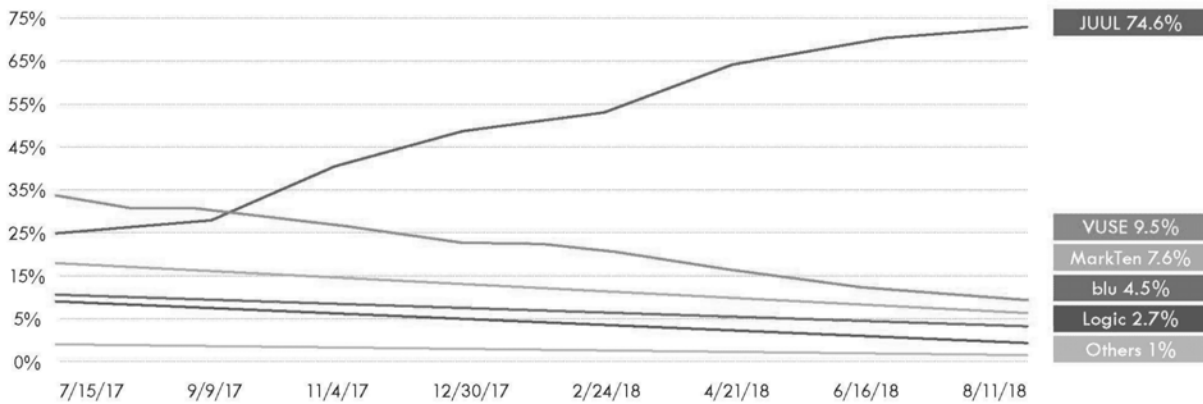
Sales by brand, period ending 8/11/18. Source: Nielsen, 4-week period, convenience.

JUUL recently passed L&M cigarette brand in dollar sales, making it the #5 item in the entire back bar

Sales by brand, period ending 8/11/18. Source: Nielsen, 4-week period, convenience.



Total vapor dollar share over time



JUUL, the #1 vapor brand in U.S. convenience, passing the 70 share barrier and growing

Source: Nielsen, 4-week period, convenience.

To become a JUUL retail partner visit: partner.JUULvapor.com. Flavor availability varies by state.

For retail support e-mail: retailers@juul.com

NOT FOR SALE TO MINORS. This is an age-restricted product and age verification is required at sale.

Confidential and Proprietary Information of JUUL Labs, Inc. May not be shared without the written consent of JUUL Labs, Inc.

MKT2685 (9/18)



JUUL Labs

June 2018



DARSANA

US Tax Treatment of Tobacco Products

Master Settlement Agreement (MSA) Fee

- Result of 1998 tobacco litigation: Original Participating Manufacturers agreed to pay a minimum of \$206 billion over the first 25 years of the agreement (indexed to inflation, split by market share)
- MSA Fee does not apply to e-cigarettes

Local Tax

- Currently, there is no local tax rate on e-cigarettes

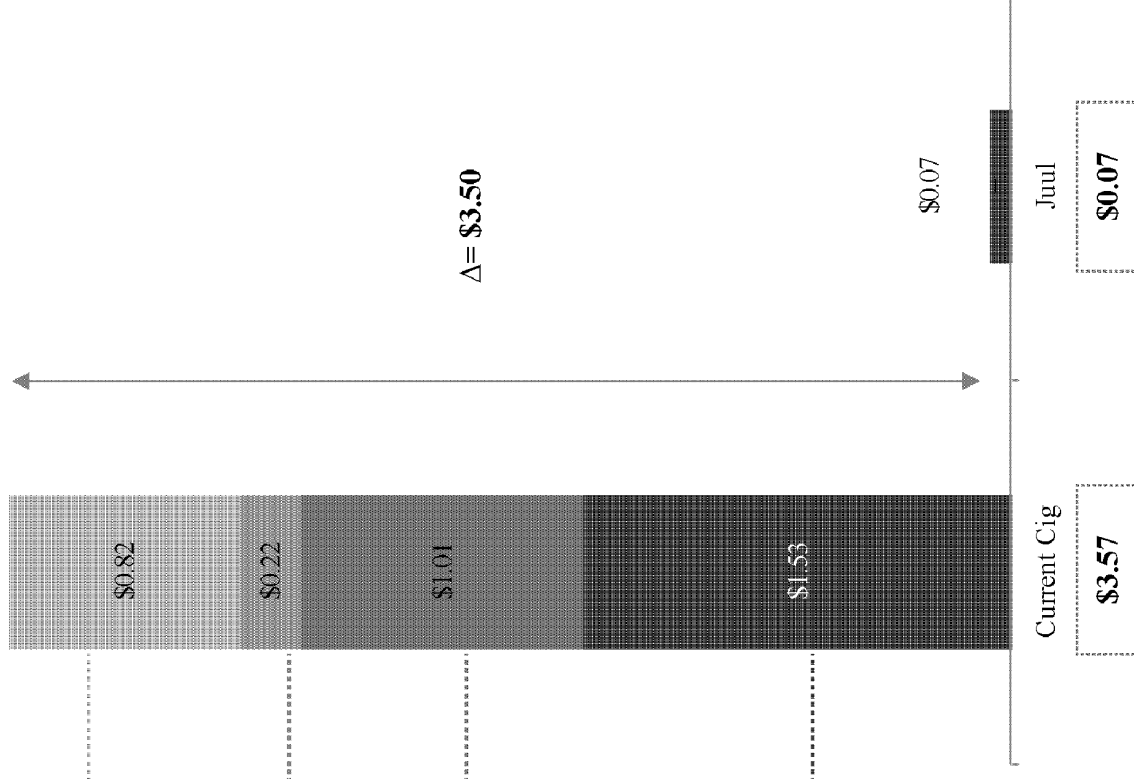
Federal Excise Tax

- Tobacco taxed at the federal level since 1794
- < \$0.40 until 2009 law increased the rate from \$0.39 to \$1.01
- Currently, there is no federal tax rate on e-cigarettes

State Excise Tax

- Tobacco taxed at the state level since 1921
- Various states passing laws to regulate e-cigarettes

- Proposals for increased excise taxes on vapor products generally accompanied by higher increases in cigarette taxes
- \$170bn of annual health costs directly related to cigarettes amounts to ~\$14 per pack



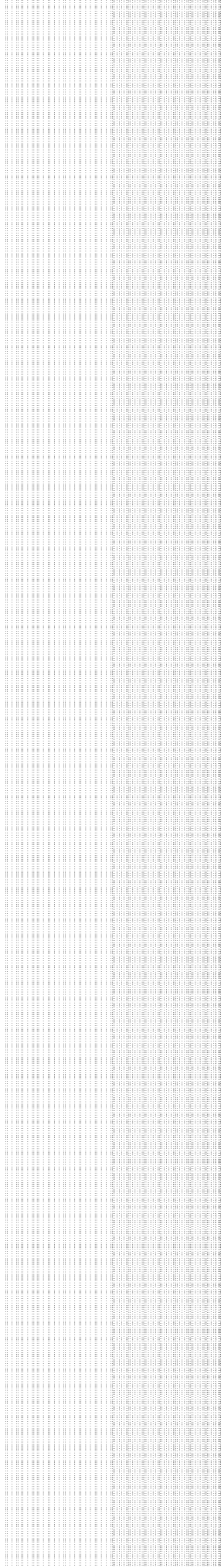
DRAFT



JUL

Investor Presentation

June 2018



Risks and Opportunities

DRAFT

Risks

Mitigants

- **Market:** slower adoption among various consumer smoking segments
- **Competition:** development of new competitive alternatives for adult smokers; increased promotional activities and other competitive responses from major tobacco companies

Early success among broad set of demographics; opportunity to ramp unaided smoker JUUL awareness, which remains in mid-teens percentages given limited marketing to date

- **Execution:** potential for stockouts as consumer demand could outpace supply; future quality issues could worsen consumer churn; potential challenges in driving retail compliance with pricing promotions and MSRP shelf price

FDA deeming rule, robust product pipeline and strong IP portfolio, brand that resonates well with consumers, chain compliance execution

- **Regulatory:** potential for increased regulation around flavor portfolio; PMTA / MRTP applications

Detailed supply plan for significant capacity expansion; merchandising investment to improve in-store availability; quality metrics rapidly improving; improved auditing capabilities (Crossmark) and organized promotions create market pressure to drive retail price adherence

- **Perception:** failure to improve public understanding of the benefits of PRRPs and JUUL's commitment to youth education and prevention

Product aligned with emerging public health shift towards support for harm reduction; significant resources budgeted for regulatory compliance and clinical testing, including ongoing behavioral studies

- **Taxation:** shift in the tax environment for PRRPs relative to cigarettes (limiting consumer demand through increased pricing or lowering JUUL margins)

Growing public relations capabilities to communicate JUUL's mission and value to public health

Strengthened legislative outreach capabilities and efforts; combustible excise taxes expected to likely increase relative to taxes on PRRPs; insulated from pricing shocks by inelastic demand profile

Upside Opportunities

- **Expand Distribution:** opportunities to accelerate door openings and add new accounts in order to facilitate smoker access
- **Sales & Marketing Levers:** increased promo execution and effectiveness, in-store merchandising, brand marketing, and salesforce expansion relative to historical levels should drive upside to organic growth
- **Vertical Go-to-Market:** partnership programs with key institutions should accelerate smoker awareness among harder-to-reach consumer segments
- **New Platform Innovation:** forecasts do not incorporate growth from next-generation device platforms
- **Long-Term Pricing:** 2x+ potential to bring JUUL's retail price in line with premium cigarettes and reclaim excess channel margins
- **COGS Improvements:** current forecasts reflects limited improvements; potential execution upside driven from new Tier 1 contract manufacturers onboarded



Marlboro



Marlboro

For more information about PM USA, its products or
quitting smoking, visit www.philipmorrisusa.com.

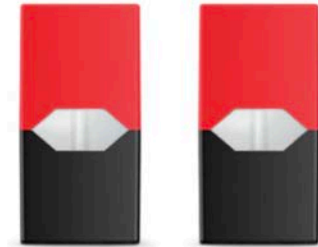
SURGEON GENERAL'S WARNING: Quitting Smoking
Now Greatly Reduces Serious Risks to Your Health.



JUUL[®]

5.0%
NICOTINE STRENGTH

FRUIT
4 Pods



The Alternative For Adult Smokers

WARNING:
This product contains
nicotine. Nicotine is an
addictive chemical.

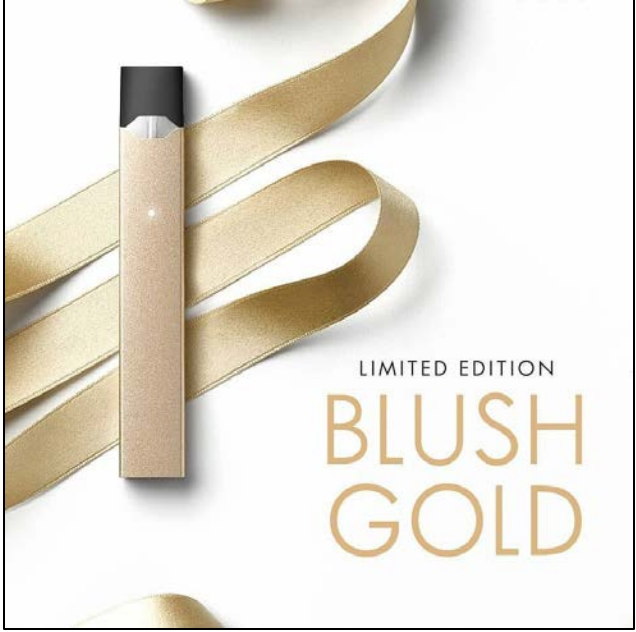




Original JUUL Design



Recent JUUL Design



JUUL®

FLAVOR MULTIPACK

4 Pods

5.0% Strength

- Mint
- Virginia Tobacco
- Creme
- Mango



The Alternative For Adult Smokers

Nothing about our cigarettes or packaging, including color, should be interpreted to mean that any cigarette is safer than any other cigarette. Nothing about our cigarettes will help you quit smoking.

SURGEON GENERAL'S WARNING: Smoking By Pregnant Women May Result in Fetal Injury, Premature Birth, And Low Birth Weight.



Marlboro^{72s}

NEVER SHORT ON FLAVOR



NOW AVAILABLE IN BLACK MENTHOL

DISCOVER THE FLAVOR

AT MARLBORO.COM

Site limited to eligible smokers 21 years of age or older.

