

Site Use Terms and Conditions

Effective Date: July 06, 2020

Hercules Pharmaceuticals, Inc. ("Hercules") is a wholesaler that operates the HerculesRX.com website and the HerculesRx Portal (collectively the "Site") as a service to its customers and other website users, subject to compliance with these Terms and Conditions. These Terms and Conditions constitute an agreement between you and Hercules ("this Agreement" or "Terms"). You may have other Agreements with Hercules. Those agreements are separate and in addition to this Agreement. This Agreement does not modify, revise or amend any other agreement you may have with Hercules.

Please read this Agreement carefully before accessing or using the Site. If you have questions or concerns about this policy you may contact us at info@HerculesRx.com. Proceeding to use the Site indicates your acknowledgment and agreement to these Terms and the terms in our Privacy Policy, and that you are at least 18 years of age. If you do not wish to be bound by these Terms or our Privacy Policy, do not access or use the Site.

Access and Use of Site

Hercules authorizes you to access and use the Site (including all content and functionality) only for your personal, non-commercial use. Access and use of the Site and all information and material on the Site is at your own risk. You may print and download material from the Site, including this Agreement, solely for your own informational, non-commercial, individual and internal reference. Any content printed or downloaded from the Site remains the property of Hercules. Hercules may terminate, suspend or discontinue any functionality or feature of the Site or your use of the Site at any time, without notice. Hercules reserves the right to deny you access to certain parts of the Site and to deny you an account on the Site. Hercules also reserves the right to terminate your Site account immediately if you breach or threaten to breach this Agreement.

The Site is only intended to be accessed and used by audiences in the United States and will only be construed according to United States Law. Hercules makes no representation that materials or services on the Site are appropriate or available for use outside the United States and its territories. If you access the Site from outside the United States, it is at your own risk and initiative. You are responsible for compliance with applicable local laws while using the Site. Hercules will not be held responsible or liable in any way for use of the Site outside of the United States.

Prohibited Use of Site

As a condition to your use of this Site, you agree not to:

- Use this Site or its content in any manner that could damage, disable, overburden, or impair any Hercules server or a network connected to any Hercules server;
- Engage in conduct that restricts or inhibits anyone's use of the Site;
- Modify, reverse engineer, decompile, disassemble or create derivative works based on the Site's content;

Hercules Pharmaceuticals, Inc.
27 Seaview Boulevard • Port Washington • New York 11050
T: 1.212.390.8577 • F: 1.212.390.8578

www.herculesrx.com

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- Create a browser or frame environment around Site content or create a link to the Site on another site;
- Disrupt, damage or interfere with the security of the Site, or attempt to gain unauthorized access to the Site, user accounts (including log-in credentials) or Hercules' networks;
- Upload, transmit, distribute, or run a code or material that could harm or alter the Site, the Site's network, data or device, including a computer virus, worm, Trojan horse and logic bomb.
- Use software robots, spiders, crawlers, or other automatic device or process to access or use the Site;
- Obtain or attempt to obtain any materials or information not intentionally made available through this Site.

Confidentiality (only applicable to use of the HRX Portal)

As a condition to your use of the Portal, you agree to:

- Hold all non-public information on the HRX Portal, including but not limited to Hercules' business practices and prices, ("Confidential Information"), in strict confidence;
- Not use any Confidential Information for any purpose, except to the extent necessary to carry out for your internal business purposes; and
- Not disclose Confidential Information to any third parties.

You may disclose Confidential Information to your employees with a bona fide need to know, to the extent necessary to carry out internal business purposes. If you share Confidential Information with your employees you shall instruct them to comply with this Agreement.

Confidential Information does not include:

- Information that is currently or becomes general public knowledge through no act or failure to act on your part;
- Information that is rightfully furnished to you by a third party without restriction about disclosure;
- Information that was acquired by you before receiving the information from Hercules;
- Information that was disclosed with Hercules' prior written consent to be exempt from Confidential Information; and
- Information that may not be considered Confidential under a relevant law or statute.

If Confidential Information was disclosed without authorization, Hercules would be irreparably harmed or suffer a significant injury, which may be difficult to ascertain. Hercules has the right to pursue any and all rights and remedies available at law or equity for such a breach. The obligation not to disclose, use, and otherwise share Confidential Information will remain in effect for three (3) years from the date of your last access on the Portal.

Rights to the Site

Hercules reserves all rights to the Site and all the content on the Site. The entire content of the Site, including images and text, is copyrighted by Hercules. All names, logos and marks on the Site are owned or licensed by Hercules and are considered trademarks of Hercules. You may not reproduce, distribute, modify, repost, download, distributed, commercially exploit, transmit, store in a retrieval system or otherwise use part or all of the Site's information and materials in any way,

including taking screenshots and creating any derivative work. The use or misuse of any trademarks, copyrights, or other materials without the express written permission of Hercules is expressly prohibited and is a breach of this Agreement and may be in violation of copyright law, trademark law, communications regulations and statutes, and other laws, statutes and/or regulations. If you breach any part of this subsection, you must immediately destroy any Hercules materials and certify compliance in writing.

Site Disclaimer

The Site is designed to provide general information about Hercules and is provided “as is” and “as available.” Hercules makes no warranties or representations of any kind as to the accuracy and completeness of information and materials on the Site nor regarding suggestions or recommendations of products or services offered, displayed, or purchased through the Site. The information and materials on the Site may be out of date. Hercules makes no commitment to update the Site. Hercules does not guarantee that the Site will be uninterrupted or free from error, defect, loss, delay in operation and security intrusions, and disclaims any reliability relating thereto. Nothing contained on the Site is to be construed as medical, legal, investment, financial, or other advice. Hercules is not responsible for actions taken based on the information accessible on the Site. You agree that access and use of and any and all content presented on the Site is at your own risk.

Hercules may make changes to the information and materials on the Site at any time, without notice. Information published on the Site may refer to products, materials, programs or services that are not available to you. Information provided on the Site does not constitute an offer to sell any particular product or service or engage in any other commercial transaction. Your eligibility for particular products and services is subject to final determination by Hercules, which is under no obligation to provide such products or services under this Agreement.

Links to Other Websites

Links to third party websites on the Site are provided merely as a convenience to you. If you use these links, you will leave the Site. Hercules has not reviewed these third party sites nor does it have any control over these sites. Hercules is not responsible for any of these sites. Hercules does not endorse or make any representations about third party sites or any information, software, products, or materials found therein. If you decide to access any third party site from HerculesRx.com, you do so at your own risk.

User Provided Information

Any information you provide through the Site’s “Contact Us” page is without obligation of any kind and Hercules is free to reproduce, use, disclose and distribute such information. You agree that information submissions over the internet may not be secure and are subject to risk of interpretation by third parties. You agree not to submit any material through the Site that (i) is defamatory, threatening or obscene, (ii) violates a legal right of or a legal duty owed to others, (iii) contains a virus, worm, Trojan horse or any other harmful component, (iv) incorporates confidential or proprietary material without consent for the disclosure, or (v) violates any

applicable law or regulation. Hercules is not subject to any obligation of confidentiality for information submitted through the Site.

Accounts on the Site

Hercules does not provide all users with an account on the Site. If you are issued an account on the Site, you are solely responsible for maintaining the confidentiality of your account log-in information and for restricting access to your account. You may not transfer your account to any other individual. You agree to accept responsibility for all activities under your account. If you are accessing and using the Site on someone else's behalf, you represent that you have the authority to bind that person as a principal to these Terms, and you agree to accept liability for harm caused by any wrongful use of the Site resulting from such access or use. Hercules is not liable for loss or damages arising from your failure to maintain your account's confidentiality.

Limit on Liability

Neither Hercules nor any party involved in creating, producing or delivering this Site shall be liable for any direct, indirect, incidental, consequential, special, or punitive damages stemming from a user's access, use, or inability to use the Site or any websites linked to this Site, or any content errors or exclusions whether based on warranty, contract, tort or any other legal theory.

Applicable Laws

You agree that the Terms and any cause of action or claim arising out of or relating to this Agreement will be governed by New York laws, without giving effect to any to any conflict of laws principles. Any cause of action or claim that Customer may have relating to the Site must be made within one (1) year of when the cause of action or claim accrued, and must be brought in a federal or state court of competent jurisdiction in New York State. If there is a conflict between any provision of this Agreement and an applicable law or regulation, such law or regulation will prevail. The affected provisions will be limited only to the extent necessary to bring them within the requirements of the law and to otherwise carry out the purposes of this Agreement.

Modifications of this Agreement

Hercules may modify this Agreement at any time and such modifications will be effective immediately upon posting the modified Agreement. You should review this Agreement periodically to be aware of such modifications. Your continued access or use of the Site after will be deemed your conclusive acceptance of any modified Agreement.