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TERMS AND ELIGIBILITY CRITERIA – FREE NITYR® PROGRAM (THE “FREE NITYR® PROGRAM ELIGIBILITY CRITERIA”)

1 About this Free Program Eligibility Criteria

- 1.1 This Free Program Eligibility Criteria set outs how, and on what basis, you may qualify as a Free NITYR® Program Eligible Patient (as defined below) in order to participate in a thirty (30) day

NITYR[®] (nitisinone) tablets free program (such thirty (30) day free NITYR[®] Program being the “Free Program”).

- 1.2 You should read this Free Program Eligibility Criteria carefully. References to “we”, “us” and “our” mean Cycle Pharmaceuticals Ltd.
- 1.3 By accessing or using our website to read this Free Program Eligibility Criteria or otherwise indicating your consent, you agree to be bound by the US [terms and conditions](#) of our website and also agree to comply with our [acceptable use policy](#) and [privacy policy](#). If you do not agree with and accept all of the terms of each of the aforementioned, you should stop using our website immediately.

2 Eligibility criteria

- 2.1 You are only eligible to participate in the Free Program if you are a “Free Program Eligible Patient”. For the purposes of this Free Program Eligibility Criteria (and subject always to, in particular (but not limited to) clauses 2.3 and 4 of this Free Program Eligibility Criteria), a Free Program Eligible Patient is a person who satisfies, in our discretion, all of the following criteria:
 - 2.1.1 a person who has a valid prescription for NITYR[®] (nitisinone) tablets issued by his or her physician or other health care professional;
 - 2.1.2 a person who:
 - (a) through their physician or other health care professional, has successfully enrolled in the Free Program by completing and submitting to the NITYR[®] patient support program (“the PSP”) (who provide non-commercial pharmacy services for us and on our behalf) an enrolment form and who the PSP otherwise confirm have satisfied all patient benefit investigations, checks and similar. A copy of the Free Program enrolment form can be found at www.nityr.us/free-program; and
 - (b) a person who is resident in the United States of America. Also, please see paragraph 2.3 of this Free Program Eligibility Criteria. For the purpose of this clause a resident of the United States of America does not include residents of the United States of America inhabited territories: American Samoa, Guam, Puerto Rico, the U.S. Virgin Islands and the Northern Mariana Islands.
- 2.2 Notwithstanding the foregoing, and qualification as a Free Program Eligible Patient, eligibility to participate in the Free Program is subject to:
 - 2.2.1 eligibility verification by the PSP;
 - 2.2.2 having a fully completed personal health information (“PHI”) disclosure form, which can be completed online at www.nityr.us/consent;
 - 2.2.3 applicable law; and
 - 2.2.4 the remaining terms of this Free Program Eligibility Criteria.
- 2.3 Caregivers of Free Program Eligible Patients (a “Caregiver”) will be permitted to participate in the Free Program for and on behalf of such Free Program Eligible Patients (and this Free Program Eligibility Criteria will be construed accordingly). Also, please see paragraph 2.4 of this Free Program Eligibility Criteria.
- 2.4 This offer is restricted to residents of the United States of America. If you are not resident in the United States of America, you will not be eligible to participate in the Free Program or otherwise qualify as a Free Program Eligible Patient.
- 2.5 If you are a Free Program Eligible Patient under the age of eighteen (18) years of age a Caregiver must act for and on your behalf. If you are a Caregiver acting for and on behalf of a Free Program Eligible Patient, you must be eighteen (18) years of age or older.

2.6 If you are in any doubt about whether or not you constitute a Free Program Eligible Patient, please contact the PSP on: 1-800-847-8714 (Monday to Fridays 9 am to 5 pm EST).

3 Terms applicable to the Free Program

3.1 The Free Program is subject to applicable law and, in particular (but not limited to), the provisions of clause 4 of this Free Program Eligibility Criteria.

3.2 If you are a Free Program Eligible Patient and have been enrolled on a Free Program you will:

3.2.1 be entitled to be sent and to receive from the PSP thirty (30) days' worth of free NITYR® (nitisinone) Tablets;

3.2.2 be sent a patient initiation document for NITYR® (nitisinone) Tablets; and

3.2.3 be contacted by the PSP regarding, amongst other things, the commencement, operation and conclusion of the Free Program.

3.3 Participation in the Free Program by a Free Program Eligible Patient is non-transferable and exclusive to each Free Program Eligible Patient. Participation in the Free Program is limited to one Free Program per Free Program Eligible Patient. For the avoidance of doubt, a Free Program Eligible Patient may only participate in the Free Program once.

4 Other terms

4.1 We reserve the right to rescind, revoke, or amend the Free Program, this Free Program Eligibility Criteria or any other terms applicable to the Free Program at our sole discretion and at any time without notice. Following any such rescission, revocation or amendment, you agree to be bound by the same. It is your responsibility to check this Free Program Eligibility Criteria from time to time.

4.2 No person (including for clarity any Free Program Eligible Patients, Caregivers and any prescribers of Free Program Eligible Patients) may seek reimbursement from any health insurance (including commercial insurance and/or any Federal or State Insurance Program). No claim for reimbursement for product dispensed pursuant to this offer may be submitted to any third-party payer, whether a private or government payer for all or any part of any NITYR® (nitisinone) tablets supplied pursuant to the Free Program.

4.3 If you have any questions regarding the Free Program, please contact the PSP on: 1-800-847-8714 (Monday to Friday from 9 am to 5 pm EST).

5 Intellectual property rights

5.1 **The term "intellectual property rights"** means rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We retain and reserve all of our respective rights in any intellectual property in connection with NITYR® (nitisinone) tablets, the Free Program and this Free Program Eligibility Criteria.

5.2 You agree not to adjust to try to circumvent or delete any provisions of this Free Program Eligibility Criteria.

5.3 The trademarks: "NITYR®" and "Cycle®" are our trademarks. Other trademarks and trade names may also be used on our website and in this Free Program Eligibility Criteria. The use of any of our trade marks is strictly prohibited unless you have our prior written permission and the use of any of third-party trademarks is strictly prohibited unless you the written permission of the relevant third party.

6 Accuracy of information

None of the information set out in this Free Program Eligibility Criteria constitutes technical, financial, medical or legal advice or any other type of advice and should not be relied on for any purpose(s).

7 Limitation on our liability

Except for any legal responsibility that we cannot exclude in law, we are not legally responsible, or otherwise liable, for any direct, indirect, incidental, consequential or special damages or injuries resulting from the reliance on this Free Program Eligibility Criteria or the Free Program.

For full prescribing information please visit: www.nityr.us/PI

TERMS AND ELIBILITY CRITERIA – THE ONLINE FITNESS PROGRAM (THE “ONLINE FITNESS PROGRAM ELIBILITY CRITERIA”)

1 About this Online Fitness Program Eligibility Criteria

- 1.1 This Online Fitness Program Eligibility Criteria set outs, subject to its remaining terms, how, and on what basis, you may qualify as an Eligible Patient (as defined in clause 2 below) in order to receive, an entitlement to receive access to a three (3) month membership with an Online Fitness Provider (defined below) (the “**Membership**”) redeemable only against, the face value of the Membership (the “**Online Fitness Program**”).
- 1.2 You should read this Online Fitness Program Eligibility Criteria carefully. References to “**we**”, “**us**” and “**our**” mean Cycle Pharmaceuticals Ltd and references to “**Online Fitness Provider**” mean Cycle’s partner(s) providing access to online wellbeing facilities as part of the Online Fitness Program.
- 1.3 By accessing or using our website to read this Online Fitness Program Eligibility Criteria or otherwise indicating your consent, you agree to be bound by the [terms and conditions](#) of our website and also agree to comply with our [acceptable use policy](#) and [privacy policy](#). If you do not agree with or accept all of the terms of the aforementioned, you should stop using our website immediately.
- 1.4 Nutrition and fitness are key components of an overall treatment care plan for patients who suffer from HT-1. In response to COVID-19, severe restrictions have been mandated by United States local and federal government authorities (currently or for the foreseeable future) (the “**Restrictions**”). Accordingly, putting their health and welfare first, Cycle seeks to provide access to the Online Fitness Program to Eligible Patients (defined below) for the period of the Restrictions.
- 1.5 The Online Fitness Program is part of Cycle’s wider wellbeing program in response to COVID-19 (the “**Wellbeing Program**”). Cycle is committed to providing the Wellbeing Program in compliance with all applicable law and the Restrictions: the Wellbeing Program is solely intended as a unique exception driven by the COVID-19 pandemic conditions as it affects patients who have already been prescribed NITYR and that there is no intention whatsoever to induce anyone to do anything improper or illegal in violation of any applicable laws or regulations.

2 Eligibility criteria

- 2.1 You are only eligible to participate in the Online Fitness Program if you are an “**Eligible Patient**”. For the purposes of this Online Fitness Program Eligibility Criteria (and subject always to, in particular (but not limited to) clauses 2.4, 3 and 4 below), an Eligible Patient is a person who fulfils all of the following criteria:
 - 2.1.1 a person who has a valid prescription for NITYR[®] (nitisinone) tablets issued by his or her physician or other health care professional; and
 - 2.1.2 a person who is either;
 - (a) insured in whole or part by commercial insurance; or
 - (b) not insured by commercial insurance but where the person in question is responsible in full for the cost of his or her own prescriptions; or
 - (c) successfully enrolled in the “NITYR[®] Patient Support Program” operated and run by AllCare Plus Pharmacy (being the “**NITYR[™] Patient Support Program**”); and
 - 2.1.3 a person who has fully completed Personal Health Information (PHI) disclosure form (this can be found and completed online at www.nityr.us/consent); and

- 2.1.4 a person who is resident in the United States of America. For the purpose of this clause a resident of the United States of America **does not** include residents of:
- (a) the United States of America inhabited territories: American Samoa, Guam, Puerto Rico, the U.S. Virgin Islands and the Northern Mariana Islands; and
 - (b) the States of California, Florida, Massachusetts, Michigan, Minnesota, Ohio, Rhode Island and Texas.
- 2.2 Notwithstanding the foregoing, and qualification as an Eligible Patient, eligibility to participate in the Online Fitness Program is subject to:
- 2.2.1 appropriate verification;
 - 2.2.2 applicable law; and
 - 2.2.3 the remaining terms of this Online Fitness Program Eligibility Criteria.
- 2.3 For the avoidance of doubt:
- 2.3.1 if you are seeking to participate in the Online Fitness Program and you are enrolled in whole or part of in any state or federally funded prescription insurance program (which includes, but is not limited to, Medicare Part D, Medicaid, Medigap, Children's Health Insurance Program, the Department of Veterans Affairs health network, the Indian Health Service, Maternal and Child Health Services Block Grant Program, Department of Defense programs, or TriCare) (being an **"Excluded Insurance Program"**) you will not, in any way, constitute an Eligible Patient and you will not therefore be eligible to participate in the Online Fitness Program. Furthermore, any person who is Medicare eligible and who is enrolled on any employer-sponsored group waiver health plan or government-subsidized prescription drug benefit program for retirees will also be considered by us to be enrolled in an Excluded Insurance Program and will not, therefore, be eligible to participate in the Online Fitness Program; and
 - 2.3.2 if you are enrolled in whole or part in an Excluded Insurance Program, you will not in any way constitute an Eligible Patient and may not participate in the Online Fitness Program (even if you elect to be processed as an uninsured (i.e. cash paying) person).
- 2.4 This offer is restricted to residents of the United States of America. If you are not resident in the United States of America, you will not be eligible to participate in the Online Fitness Program or otherwise qualify in any way as an Eligible Patient.
- 2.5 This offer is subject to applicable federal and state law. Accordingly, and subject to the remaining terms of this Online Fitness Program Eligibility Criteria, not all Eligible Patients will be able to qualify for this offer.

3 Terms applicable to the Online Fitness Program

- 3.1 The Online Fitness Program is subject to applicable law and, in particular (but not limited to) the provisions of clause 4 of this Online Fitness Program Eligibility Criteria.
- 3.2 When the Eligible Patient has been successfully verified, they are entitled to receive information regarding the Membership and access thereto.
- 3.3 Each Membership:
- 3.3.1 may only be used and redeemed by an Eligible Patient;
 - 3.3.2 is non-transferrable;
 - 3.3.3 is personal to an Eligible Patient; and

3.3.4 is provided by Cycle's Online Fitness Provider(s) (for a full list of such Online Fitness Providers contact community@cyclepharma.com).

3.4 Notwithstanding the above and in order to ensure compliance with all applicable federal and state laws, an Eligible Patient may be required by Online Fitness Provider and Cycle's patient liaison services ("**PLS**") to provide to it, prior to Online Fitness Provider permitting the redemption of a Membership, certain personal information about that Eligible Patient and that Eligible Patient's dispense of NITYR[®]. Such personal information so disclosed will be retained solely by Online Fitness Provider and Cycle's PLS:

3.4.1 for ensuring compliance with this Online Fitness Program Eligibility Criteria;

3.4.2 for fulfilling the Membership for the Eligible Patient in question; and

3.4.3 to enable Online Fitness Provider and Cycle's PLS to contact the Eligible Patient in question regarding the availability of new suitable Programs and/or to provide to the Eligible Patient in question information on how to use the Membership (being "**Program Communications**") (and nothing in this clause affects, or in any way limits, an Eligible Patient's rights under applicable law to require Online Fitness Provider or Cycle's PLS to discontinue, cease or termination any of all of such Program Communications).

For clarity, all rights of actions, claims, suits and otherwise in respect of any: (a) personal information disclosed to Online Fitness Provider; and (b) Program Communications will, in each case, be dealt with solely between the Eligible Patient in question (or that Eligible Patient's Caregiver) and Online Fitness Provider and we make no: (i) representation, warranty as to any party's performance, rights or otherwise; or (ii) guarantee, in each case regarding the same or the discontinuation, cessation or termination thereof.

3.5 If an Eligible Patient purchases additional Online Fitness Provider products, the costs of which are not included in the Membership (as the case may be), such Eligible Patient will be responsible to Online Fitness Provider for all of the outstanding costs of, and related to, such purchase.

3.6 Eligible Patients are responsible for any and all applicable taxes payable for, or otherwise related to, the Membership, Online Fitness Provider products and any other benefit conferred by the Online Fitness Program.

3.7 Subject to clause 4, Eligible Patients will be entitled to participate in this Online Fitness Program until July 31st 2021. The Online Fitness Program will cease in full on July 31st 2021. Other restrictions may apply.

4 Other terms

4.1 We reserve the right to rescind, revoke, or amend this Online Fitness Program, this Online Fitness Program Eligibility Criteria or any other terms applicable to it at our sole discretion and at any time without notice. Following any such rescission, revocation or amendment, you agree to be bound by the same. It is your responsibility to check this Online Fitness Program Eligibility Criteria from time to time.

4.2 Eligible Patients, Caregivers and any prescribers of Eligible Patients may not seek reimbursement from any health insurance (including commercial insurance and/or any Excluded Insurance Program) or any third party for all or any part of any Membership or all or part of any other benefit received through the Online Fitness Program.

4.3 If you have any questions regarding the Online Fitness Program please contact the PLS on (toll free): 1-800-755-5783.

5 Intellectual property rights

- 5.1 **The term “intellectual property rights”** means rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and Online Fitness Provider each retain and reserve all of our respective rights in any intellectual property in connection with the Online Fitness Program and this Online Fitness Program Eligibility Criteria.
- 5.2 You agree not to adjust to try to circumvent or delete any provisions of this Online Fitness Program Eligibility Criteria.
- 5.3 The trademarks: “NITYR®” and “Cycle®” are our trademarks. Other trademarks and trade names may also be used our website and in this Online Fitness Program Eligibility Criteria. The use of any of our trade marks is strictly prohibited unless you have our prior written permission and the use of any of third-party trademarks is strictly prohibited unless you the written permission of the relevant third party.

6 Accuracy of information

None of the information set out in this Online Fitness Program Eligibility Criteria constitutes technical, financial, medical or legal advice or any other type of advice and should not be relied on for any purpose(s).

7 Limitation on our liability

Except for any legal responsibility that we cannot exclude in law, we are not legally responsible, or otherwise liable, for any direct, indirect, incidental, consequential or special damages or injuries resulting from the reliance on this Online Fitness Program Eligibility Criteria or the Online Fitness Program.

For full prescribing information please visit: www.nityr.us/PI

TERMS AND ELIBILITY CRITERIA – THE DIET FOOD PROGRAM (THE “DIET FOOD ELIBILITY CRITERIA”)

1 About this Diet Food Eligibility Criteria

- 1.1 This Diet Food Eligibility Criteria set outs, subject to its remaining terms, how, and on what basis, you may qualify as an Eligible Patient (as defined in clause 2 below) in order to receive, if you are successfully enrolled in an Eligible Program (as defined in clause 2.1.3 below), an entitlement to receive a four hundred US dollar (\$400) per month contribution (a “**Contribution**”) towards, and redeemable only against, the face value of Cambrooke Products (the “**Diet Food Program**”).
- 1.2 You should read this Diet Food Eligibility Criteria carefully. References to “**we**”, “**us**” and “**our**” mean Cycle Pharmaceuticals Ltd and references to “**Cambrooke**” mean Ajinomoto Cambrooke, Inc.
- 1.3 By accessing or using our website to read this Diet Food Eligibility Criteria or otherwise indicating your consent, you agree to be bound by the [terms and conditions](#) of our website and also agree to comply with our [acceptable use policy](#) and [privacy policy](#). If you do not agree with or accept all of the terms of the aforementioned, you should stop using our website immediately.
- 1.4 Nutrition and fitness are key components of an overall treatment care plan for patients who suffer from HT-1. In response to COVID-19, severe restrictions have been mandated by United States local and federal government authorities (currently or for the foreseeable future) (the “**Restrictions**”). Accordingly, putting their health and welfare first, Cycle seeks to provide access to Cambrooke’s diet food to Eligible Patients (defined below) for the period of the Restrictions.
- 1.5 The Diet Food Program is part of Cycle’s wider wellbeing program in response to COVID-19 (the “**Wellbeing Program**”). Cycle is committed to providing the Wellbeing Program in compliance with all applicable law and the Restrictions: the Wellbeing Program is solely intended as a unique exception driven by the COVID-19 pandemic conditions as it affects patients who have already been prescribed NITYR and that there is no intention whatsoever to induce anyone to do anything improper or illegal in violation of any applicable laws or regulations.

2 Eligibility criteria

- 2.1 You are only eligible to participate in the Diet Food Program if you are an “**Eligible Patient**”. For the purposes of this Diet Food Eligibility Criteria (and subject always to, in particular (but not limited to) clauses 2.2 to 2.7, 3 and 4 below), an Eligible Patient is a person who fulfils all of the following criteria:
 - 2.1.1 a person who has a valid prescription for NITYR® (nitisinone) tablets issued by his or her physician or other health care professional; and
 - 2.1.2 a person who is either;
 - (a) insured in whole or part by commercial insurance; or
 - (b) not insured by commercial insurance but where the person in question is responsible in full for the cost of his or her own prescriptions; or
 - (c) successfully enrolled in the “NITYR® Patient Support Program” operated and run by AllCare Plus Pharmacy (being the “**NITYR™ Patient Support Program**”); and
 - 2.1.3 a person who has fully completed Personal Health Information (PHI) disclosure form (this can be found and completed online at www.nityr.us/consent); and
 - 2.1.4 a person who is resident in the United States of America. For the purpose of this clause a resident of the United States of America **does not** include residents of:

- (a) the United States of America inhabited territories: American Samoa, Guam, Puerto Rico, the U.S. Virgin Islands and the Northern Mariana Islands; and
 - (b) the States of California, Florida, Massachusetts, Michigan, Minnesota, Ohio, Rhode Island or Texas.
- 2.2 Notwithstanding the foregoing, and qualification as an Eligible Patient, eligibility to participate in the Diet Food Program is subject to:
 - 2.2.1 appropriate verification;
 - 2.2.2 applicable law; and
 - 2.2.3 the remaining terms of this Diet Food Eligibility Criteria.
- 2.3 Caregivers of Eligible Patients (a “**Caregiver**”) will be permitted to participate in the Diet Food Program but only for and on behalf of such Eligible Patients (and this Diet Food Eligibility Criteria will be construed accordingly).
- 2.4 For the avoidance of doubt:
 - 2.4.1 if you are seeking to participate in the Diet Food Program and you are enrolled in whole or part of in any state or federally funded prescription insurance program (which includes, but is not limited to, Medicare Part D, Medicaid, Medigap, Children’s Health Insurance Program, the Department of Veterans Affairs health network, the Indian Health Service, Maternal and Child Health Services Block Grant Program, Department of Defense programs, or TriCare) (being an “**Excluded Insurance Program**”) you will not, in any way, constitute an Eligible Patient and you will not therefore be eligible to participate in the Diet Food Program. Furthermore, any person who is Medicare eligible and who is enrolled on any employer-sponsored group waiver health plan or government-subsidized prescription drug benefit program for retirees will also be considered by us to be enrolled in an Excluded Insurance Program and will not, therefore, be eligible to participate in the Diet Food Program; and
 - 2.4.2 if you are enrolled in whole or part in an Excluded Insurance Program, you will not in any way constitute an Eligible Patient and may not participate in the Diet Food Program (even if you elect to be processed as an uninsured (i.e. cash paying) person).
- 2.5 This offer is restricted to residents of the United States of America. If you are not resident in the United States of America, you will not be eligible to participate in the Diet Food Program or otherwise qualify in any way as an Eligible Patient.
- 2.6 This offer is subject to applicable federal and state law. Accordingly, and subject to the remaining terms of this Diet Food Eligibility Criteria, not all Eligible Patients will be able to qualify for this offer.
- 2.7 If you are an Eligible Patient under the age of eighteen (18) years of age a Caregiver must act for and on your behalf. If you are a Caregiver acting for and on behalf of an Eligible Patient, you must be eighteen (18) years of age or older.

3 Terms applicable to the Diet Food Program

- 3.1 The Diet Food Program is subject to applicable law and, in particular (but not limited to) the provisions of clause 4 of this Diet Food Eligibility Criteria.
- 3.2 When the Eligible Patient has been successfully enrolled in an Eligible Program, they are entitled to receive information regarding monthly Contributions and how each contribution can be redeemed against applicable Cambrooke Products.
- 3.3 Each Contribution:

- 3.3.1 may only be used and redeemed by an Eligible Patient;
 - 3.3.2 will have a face value of \$400 and entitle only an Eligible Patient to redeem an amount equal to \$400 from the value of the Cambrooke Products at Cambrooke's published retail prices set out on Cambrooke's website (<http://www.cambrooke.com/>) from time to time;
 - 3.3.3 may not be used on any sale or other discounted Cambrooke Products;
 - 3.3.4 may be used to pay in whole or in part for any costs of shipping and delivery of any Cambrooke Products. For clarity, this includes dry and cold ship orders. Minimum rates apply;
 - 3.3.5 will only be permitted by Cambrooke to be redeemed for a period of thirty (30) days from the date of receipt of your dispense of NITYR® (nitisinone) tablets (as evidenced by the packing slip accompanying the same);
 - 3.3.6 is non-transferrable;
 - 3.3.7 is personal to an Eligible Patient; and
 - 3.3.8 is only capable of being used and redeemed once, such use and redemption to be effected by an Eligible Patient (or that Eligible Patient's Caregiver) placing an order with Cambrooke through Cambrooke's toll-free customer order telephone number on 866-456-9776 (option 2). For clarity, Contributions won't be capable of being used and redeemed in any way via Cambrooke's website.
- 3.4 Notwithstanding the above and in order to ensure compliance with all applicable federal and state laws, an Eligible Patient may be required by Cambrooke and Cycle's patient liaison services ("PLS") to provide to it, prior to Cambrooke permitting the redemption of a Contribution, certain personal information about that Eligible Patient and that Eligible Patient's dispense of NITYR®. Such personal information so disclosed will be retained solely by Cambrooke and Cycle's PLS:
- 3.4.1 for ensuring compliance with this Diet Food Eligibility Criteria;
 - 3.4.2 for fulfilling orders of Cambrooke Products for the Eligible Patient in question; and
 - 3.4.3 to enable Cambrooke and Cycle's PLS to contact the Eligible Patient in question regarding the availability of new suitable Programs and/or to provide to the Eligible Patient in question information on how to use existing or new Cambrooke Product (being "**Program Communications**") (and nothing in this clause affects, or in any way limits, an Eligible Patient's rights under applicable law to require Cambrooke or Cycle's PLS to discontinue, cease or termination any of all of such Program Communications).

For clarity, all rights of actions, claims, suits and otherwise in respect of any: (a) personal information disclosed to Cambrooke; and (b) Program Communications will, in each case, be dealt with solely between the Eligible Patient in question (or that Eligible Patient's Caregiver) and Cambrooke and we make no: (i) representation, warranty as to any party's performance, rights or otherwise; or (ii) guarantee, in each case regarding the same or the discontinuation, cessation or termination thereof.

- 3.5 If an Eligible Patient orders Cambrooke Products, the costs of which exceed the amount of a Contribution (as the case may be), such Eligible Patient will be responsible to Cambrooke for all of the outstanding costs of, and related to, such order.
- 3.6 Eligible Patients are responsible for any and all applicable taxes payable for, or otherwise related to, Cambrooke Products and any other benefit conferred by the Diet Food Program.
- 3.7 Subject to clause 4, Eligible Patients will be entitled to participate in this Diet Food Program until July 31st 2021. Other restrictions may apply.

4 Other terms

- 4.1 We reserve the right to rescind, revoke, or amend this Diet Food Program, this Diet Food Eligibility Criteria or any other terms applicable to it at our sole discretion and at any time without notice. Following any such rescission, revocation or amendment, you agree to be bound by the same. It is your responsibility to check this Diet Food Eligibility Criteria from time to time.
- 4.2 Eligible Patients, Caregivers and any prescribers of Eligible Patients may not seek reimbursement from any health insurance (including commercial insurance and/or any Excluded Insurance Program) or any third party for all or any part of any Contribution or all or part of any other benefit received through the Diet Food Program.
- 4.3 If you have any questions regarding the Diet Food Program please contact the PLS on (toll free): 1-800-755-5783.

5 Intellectual property rights

- 5.1 **The term “intellectual property rights”** means rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and Cambrooke each retain and reserve all of our respective rights in any intellectual property in connection with the Diet Food Program and this Diet Food Eligibility Criteria.
- 5.2 You agree not to adjust to try to circumvent or delete any provisions of this Diet Food Eligibility Criteria.
- 5.3 The trademarks: “NITYR®” and “Cycle®” are our trademarks. Other trademarks and trade names may also be used our website and in this Diet Food Eligibility Criteria. The use of any of our trade marks is strictly prohibited unless you have our prior written permission and the use of any of third-party trademarks is strictly prohibited unless you the written permission of the relevant third party.

6 Accuracy of information

None of the information set out in this Diet Food Eligibility Criteria constitutes technical, financial, medical or legal advice or any other type of advice and should not be relied on for any purpose(s).

7 Limitation on our liability

Except for any legal responsibility that we cannot exclude in law, we are not legally responsible, or otherwise liable, for any direct, indirect, incidental, consequential or special damages or injuries resulting from the reliance on this Diet Food Eligibility Criteria or the Diet Food Program.

For full prescribing information please visit: www.nityr.us/PI