

Privacy Policy

Last Updated: November 1, 2020

F3 Platform Biologics, Inc. (“F3”) is committed to protecting your privacy. We have prepared this Privacy Policy to describe to you our practices regarding the Personal Data (as defined below) we collect from users of our website, located at www.f3pb.com (collectively, the “Site”) and the content, information, services, features or resources available or enabled via the Site (together with the Site, the “Services”).

- 1. Contact.** If you have any questions or concerns about F3’s personal data policies or practices, please contact: info@f3pb.com.
- 2. User Consent.** By using our Services, you agree to the terms of this Privacy Policy and you expressly consent to the collection, use and disclosure of your Personal Data in accordance with this Privacy Policy.
- 3. A Note About Children.** We do not intentionally gather Personal Data from visitors who are under the age of 13. If we discover that a child under 13 has submitted Personal Data to F3, we will attempt to delete the information as soon as possible. If you believe that we might have any Personal Data from a child under 13, please contact us at info@f3pb.com.
- 4. A Note to Users Outside of the United States. Your Personal Data may be processed in the country in which it was collected and in other countries, including the United States, where laws regarding the processing of Personal Data may be less protective than the laws in your country. By providing your data, you consent to such processing and transfer.**
- 5. Types of Data We Collect.** “Personal Data” means data that, by itself, allows someone to identify or contact you as an individual, including, for example, your name, address, telephone number, e-mail address, as well

as any other non-public information about you that is associated with or linked to any of the foregoing data. “Anonymous Data” means data that does not, by itself, permit the identification of individual persons and that is not associated with or linked to Personal Data. We collect Personal Data and Anonymous Data, as described below.

Information You Provide to Us.

- If you provide us feedback or contact us via email, we will collect your name, email address, and any other content included in your e-mail to us, in order to send you a reply and add you to our mailing list.
- If you provide us with your email address on our investor page, we will add you to our mailing list.
- We may also collect Personal Data at other points in our Services that state that Personal Data is being collected.

Information Collected by Our Servers

To make our Services more useful to you, our servers (which may be hosted by a third-party service provider) may collect information from your computer or device, including but not limited to:

- The date and time of your visit and the web pages, content, and advertisements you view and links you click on while navigating within our Services;
- Information about the type of content accessed via our Services;
- The site you visited before and after visiting our Site;
- Your Internet Protocol (IP) address (a numerical address assigned to your computer by your Internet service provider so that other computers connected to the Internet can communicate with your browser online) that can sometimes be used to derive your general geographic area;
- Search terms you enter using our Services or on a referral site;
- Information collected through cookies and other tracking technologies (see additional descriptions of these terms below).

Cookies. Like many online services, we use cookies to collect information. “Cookies” are small pieces of information that a website sends to your computer’s hard drive while you are viewing the website. We may use both session Cookies (which expire once you close your web browser) and persistent Cookies (which stay on your computer until you delete them) on our Services.

Do Not Track. We do not currently respond to “do not track” signals from web browsers.

Analytics Services. We use third-party analytics services including Google Analytics (“Analytics Services”), to help analyze how users use our Services. The information generated by the Cookies or other technologies about your use of our Site (the “Analytics Information”) is transmitted to the Analytics Services. The Analytics Services use Analytics Information to compile reports on user activity. The Analytics Services may also transfer the Analytics Information to third parties where required to do so by law, or where such third parties process Analytics Information on their behalf. Each Analytics Service’s ability to use and share Analytics Information is restricted by such Analytics Service’s terms of use and privacy policy. By using our Site, you consent to the processing of data about you by Analytics Services in the manner and for the purposes set out above. For a full list of Analytics Services, please contact us at info@f3pb.com. To learn more about how Google uses data, visit www.google.com/policies/privacy/partners/.

6. Use of Your Personal Data

- **General Use.** In general, Personal Data you submit to us is used either to respond to requests that you make, aid us in serving you better, and improve our Services. We and our authorized service providers may use your Personal Data in various ways, including:
 - providing our Services;

- providing improved administration of our Services;
- measuring and analyzing audience traffic and improve the quality of your experience when you interact with our Services;
- adding you to our mailing list if you contact us;
- sending you information which may be of interest to you;
- sending you administrative email notifications, such as security, or support and maintenance advisories;
- responding to your inquiries;
- helping recognize you as a previous visitor;
- preventing potentially prohibited or illegal activities, comply with applicable law and enforce our Terms and Conditions Agreement; and
- for any other purposes disclosed to you at the time we collect your information or pursuant to your consent.
- **User Testimonials and Feedback.** We often receive testimonials and comments from users who have had positive experiences with our Services. We occasionally publish such content. We obtain the user's consent prior to posting his or her Personal Data along with the testimonial.
- **Creation of Anonymous Data.** We may create Anonymous Data records from Personal Data by excluding information (such as your name) that makes the data personally identifiable to you. We reserve the right to use Anonymous Data for any purpose and disclose Anonymous Data to third parties in our sole discretion.

7. Disclosure of Your Personal Data. We disclose your Personal Data as described below and as described elsewhere in this Privacy Policy.

- **Third-Party Service Providers.** We may share your Personal Data with other third-party service providers that provide technical support and/or provide other services to, for, or on behalf of F3.
- **Affiliates.** We may share some or all of your Personal Data with our parent company, subsidiaries, joint ventures, or other companies

under common control with F3 (“Affiliates”), in which case we will require our Affiliates to honor this Privacy Policy.

- **Corporate Restructuring.** We may share some or all of your Personal Data in connection with or during negotiation of any merger, financing, acquisition or dissolution transaction or proceeding involving the sale, transfer, or divestiture of all or a portion of our business or assets. In the event of an insolvency, bankruptcy, or receivership, Personal Data may also be transferred as a business asset. If another company acquires our company, business, or assets, that company will possess the Personal Data collected by us and will assume the rights and obligations regarding your Personal Data as described in this Privacy Policy.
- **Other Disclosures.** Regardless of any choices you make regarding your Personal Data (as described below), F3 may disclose Personal Data if it believes in good faith that such disclosure is appropriate (a) in connection with any legal investigation or proceeding; (b) to comply with relevant laws or to respond to subpoenas or warrants served on F3; (c) to protect or defend the rights or property of F3, its affiliates or its users; and/or (d) to investigate or assist in preventing any violation or potential violation of the law, this Privacy Policy, our Terms and Conditions Agreement, or any other contractual arrangement.

8. Third-Party Websites. Our Services may contain links to third-party websites. When you click on a link to any other website, you will leave our Services and go to another site, and another entity may collect Personal Data or Anonymous Data from you. We have no control over, do not review, and cannot be responsible for, these outside websites or their content.

Please be aware that the terms of this Privacy Policy do not apply to these outside websites and or to any collection of your Personal Data after you click on links to such outside websites. We encourage you to read the privacy policies of every website you visit. The links to third-party websites

are for your convenience and do not signify our endorsement of such third parties or their products, content or services.

9. Your Choices Regarding Information. You have several choices regarding the use of information on our Service:

- **Email Communications.** When you receive mailing list communications from us, you may indicate a preference to stop receiving further communications from us and you will have the opportunity to “opt-out” by following the unsubscribe instructions provided in the email you receive or by contacting us directly (please see contact information above). Despite your indicated email preferences, we may send you service-related communications, including notices of any updates to our Terms and Conditions Agreement or Privacy Policy.
- **Cookies.** If you decide at any time that you no longer wish to accept Cookies for any of the purposes described above, then you can instruct your browser, by changing its settings, to stop accepting Cookies or to prompt you before accepting a Cookie from the websites you visit. Consult your browser’s technical information. If you do not accept Cookies, however, you may not be able to use all portions or functionalities of the Services. If you have any questions about how to disable or modify Cookies, please let us know at the contact information provided above.
- **Google Analytics.** You may prevent your data from being collected and used by Google Analytics by opting out through the use of the Google Analytics Opt-out Browser Add-on available at <https://tools.google.com/dlpage/gaoptout/>.
- **Changing or Deleting Your Personal Data.** You may change any of your Personal Data by sending an e-mail to us at info@f3pb.com. You may request deletion of your Personal Data by us, and we will use commercially reasonable efforts to honor your request, but please note that we may be required to keep such information and not delete it (or to keep this information for a certain time, in which

case we will comply with your deletion request only after we have fulfilled such requirements). When we delete any information, it will be deleted from the active database, but may remain in our archives. We may also retain your information for fraud prevention or similar purposes.

10. Changes to This Privacy Policy. This Privacy Policy may be updated from time to time for any reason. We will notify you of any changes to our Privacy Policy by posting the new Privacy Policy at www.f3pb.com and we will change the “Last Updated” date above. You should consult this Privacy Policy regularly for any changes.

Terms & Conditions Agreement

Last updated: November 1, 2020

Effective November 1, 2020

PLEASE READ THIS TERMS AND CONDITIONS AGREEMENT (“AGREEMENT”) CAREFULLY. THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU AND F3 PLATFORM BIOLOGICS. (“F3,” “WE,” OR “US”).

SECTION 9 OF THIS AGREEMENT IS AN ARBITRATION CLAUSE THAT REQUIRES MOST DISPUTES BETWEEN US TO BE RESOLVED THROUGH BINDING AND FINAL ARBITRATION INSTEAD OF IN COURT. SEE SECTION 9 FOR MORE INFORMATION REGARDING THIS ARBITRATION CLAUSE, AND HOW TO OPT OUT.

By accessing or using any website with an authorized link to this Agreement (“Website”), accessing or using any content, information, services, features or resources available or enabled via the Website (collectively with the Website, the “Services”), clicking on a button or taking

another action to signify your acceptance of this Agreement, you: (1) agree to be bound by this Agreement and any future amendments and additions to this Agreement as published through the Services; (2) represent you are of legal age in your jurisdiction of residence to form a binding contract; and (3) represent that you have the authority to enter into this Agreement personally and, if applicable, on behalf of any company, organization or other legal entity on whose behalf you use the Services. Except as otherwise provided herein, if you do not agree to be bound by this Agreement, you may not access or use the Services.

The information provided on this Website is not intended nor recommended as a substitute for professional medical advice. Always seek the advice of your physician or other qualified health provider regarding any medical condition or treatment. Nothing contained on this Website is intended to be for medical diagnosis or treatment.

Your use of the Services is also subject to any additional terms, conditions and policies that we separately post on the Services (“Supplemental Terms”) which are incorporated by reference into this Agreement.

Subject to Section 9.9 of this Agreement, F3 reserves the right to modify this Agreement or its policies relating to the Services at any time, effective upon posting of an updated version of this Agreement or any applicable Supplemental Terms on the applicable Services. You should regularly review this Agreement, as your continued use of the Services after any such changes constitutes your agreement to such changes.

1. Ownership of and License to Use F3 Properties.

- **Use of the Services.** F3 and its suppliers own all rights, title and interest in the Services. The Services are protected by copyright and other intellectual property laws throughout the world. Subject to this Agreement, F3 grants you a limited license to use the Services solely for your personal non-commercial purposes. Any future release, update or other addition to the Services shall be subject to

this Agreement. F3 and its suppliers reserve all rights not granted in this Agreement.

- **Trademarks.** F3's stylized name and other related graphics, logos, service marks and trade names used on or in connection with the Services are the trademarks of F3 and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners. You will not remove, alter or obscure any copyright notice, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.
- **Feedback.** You agree that your submission of any ideas, suggestions, documents, and/or proposals to F3 ("Feedback") is at your own risk and that F3 has no obligations with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to F3 the right to use any Feedback in any way at any time without any additional approval or compensation.

2. Restrictions on Use of Services.

The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or any portion of the Services; (b) you shall not frame or use framing techniques to enclose any trademark, logo or Services (including images, text, page layout or form) of F3; (c) you shall not use any metatags or other "hidden text" using F3's name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from the Services (except that we grant the operators of public search engines

revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you shall not access the Services to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Services; (i) you shall not interfere with or attempt to interfere with the proper functioning of the Services or use the Services in any way not expressly permitted by this Agreement; and (j) you shall not attempt to harm our Services, including but not limited to, by violating or attempting to violate any related security features, introducing viruses, worms, or similar harmful code into the Services, or interfering or attempting to interfere with use of the Services by any other user, host or network, including by means of overloading, “flooding,” “spamming,” “mail bombing”, or “crashing” the Services. Any unauthorized use of the Services terminates the licenses granted by F3 pursuant to this Agreement.

3. Third-Party Links.

The Services may contain links to third-party services such as third-party websites, applications, or ads (“Third-Party Links”). When you click on such a link, we will not warn you that you have left the Services. F3 does not control and is not responsible for Third-Party Links. F3 provides these Third-Party Links only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to them, or any content, products or services accessible through such links. Your use of all Third-Party Links is at your own risk.

4. You agree to indemnify and hold F3, its corporate parents, subsidiaries, and affiliates, and the officers, directors, employees, agents, representatives, partners and licensors of each (collectively, the “F3

Parties”) harmless from any damages, losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any claims concerning: (a) your misuse of the Services; (b) your violation of this Agreement; (c) your violation of any rights of another party; or (d) your violation of any applicable laws, rules or regulations. F3 reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with F3 in asserting any available defenses. This provision does not require you to indemnify any of the F3 Parties for any unconscionable commercial practice by such party or for such party’s negligence, fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact. You agree that the provisions in this section will survive any termination of this Agreement or your access to the Services.

5. Disclaimer of Warranties and Conditions.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE F3 PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT ARISING FROM USE OF THE SERVICES. F3 PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICES WILL MEET YOUR REQUIREMENTS OR (2) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

6. Limitation of Liability.

- **Disclaimer of Certain Damages.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE F3 PARTIES SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUE OR FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF DATA OR USE, BUSINESS INTERRUPTION OR PROCUREMENT OF SUBSTITUTE SERVICES, WHETHER OR NOT F3 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- **Cap on Liability.** UNDER NO CIRCUMSTANCES WILL THE TOTAL AGGREGATE AMOUNT THAT THE F3 PARTIES ARE LIABLE TO YOU EXCEED THE GREATER OF (A) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE or regulation UNDER WHICH SUCH CLAIM ARISES, or (B) one hundred dollars (\$100).
- **Basis of the Bargain.** THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN F3 AND YOU.
- **Exclusions.** THE LAWS OF SOME STATES DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU AND YOU MIGHT HAVE OTHER RIGHTS.

7. Termination.

At its sole discretion, F3 may modify or discontinue the Services, or may modify, suspend or terminate your access to the Services, for any reason,

with or without notice to you and without liability to you or any third party. In addition to suspending or terminating your access to the Services, F3 reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal or injunctive redress.

8. International Users.

The Services are controlled and offered by F3 from its facilities in the United States of America. F3 makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other countries do so at their own volition and are responsible for compliance with local law.

9. Dispute Resolution.

Please read the following arbitration agreement in this section (“Arbitration Agreement”) carefully. It requires you to arbitrate most disputes with F3 and limits the manner in which you can seek relief from us.

- **Applicability of Arbitration Agreement.** You agree that any dispute between you and us relating in any way to the Services or this Agreement, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or F3 may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement or any prior version of this Agreement.

IF YOU AGREE TO ARBITRATION WITH F3, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST F3 ALLEGING CLASS, COLLECTIVE, AND/OR

REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING COVERED CLAIMS AGAINST F3 ONLY IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS ARBITRATION AGREEMENT.

- **Arbitration Rules and Forum.** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to F3 Therapeutics Inc., 1460 Broadway, New York, New York, 10036 Attn: Legal. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims with an amount in controversy under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS' most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and you cannot obtain a waiver from JAMS, F3 will pay them for you. In addition, F3 will reimburse all such JAMS' filing, administrative, hearing and/or other fees for claims with an amount in controversy totaling less than \$10,000 unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

- **Authority of Arbitrator.** The arbitrator, and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of you and F3. The arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The arbitrator shall follow the applicable law. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.
- **Waiver of Jury Trial.** YOU AND F3 HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT (OTHER THAN SMALL CLAIMS COURT AS PERMITTED HEREIN) AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and F3 are instead electing that all covered claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in section 9.1 above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- **Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, COLLECTIVE OR REPRESENTATIVE

BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE FOR CLAIMS COVERED BY THIS ARBITRATION AGREEMENT, AND CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER USER.

Notwithstanding anything to the contrary herein, in the event that this section 9.5 is deemed invalid or unenforceable with respect to a particular claim or dispute, neither you nor we shall be entitled to arbitration of such claim or dispute and instead the applicable claim or dispute shall be resolved in a court as set forth in section 10.5.

- **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending a timely written notice of your decision to opt out to the following address: F3 Address Attn: STARS Legal or info@f3pb.com (please indicate in subject – Attn: Legal), within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name, address, e-mail address, and a clear statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have with us or may enter into in the future with us.
- **Severability.** Subject to section 9.5, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
- **Survival of Agreement.** This Arbitration Agreement will survive the termination or expiration of the Agreement or your relationship with F3.
- **Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if F3 makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) of which you had already provided notice to F3.

10. General Provisions.

- **Electronic Communications.** The communications between you and F3 use electronic means, whether you visit the Services or send F3 e-mails, or whether F3 posts notices on the Services or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from F3 in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications and documents that F3 provides to you electronically will have the same legal effect that such communications or documents would have if they were set forth in "writing." The foregoing sentence does not affect your statutory rights.
- **Assignment.** This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without F3's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.
- **Force Majeure.** F3 shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.
- **Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to the Services, please address you concern to F3 at info@f3pb.com, subject line: Attn: Legal. We will do our best to address your concerns.
- **Exclusive Venue.** To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and F3 agree that all claims and disputes arising out of or relating to this Agreement will be litigated exclusively in the state courts in Georgia or the appropriate federal court district.
- **Governing Law.** This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of New York, consistent with the Federal Arbitration Act, without giving

effect to any conflict of law or other principles that provide for the application of the law of another jurisdiction.

- **Notice.** Where F3 requires that you provide an e-mail address, you are responsible for providing F3 with your most current e-mail address. In the event that the last e-mail address you provided to F3 is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by this Agreement, F3's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to F3 at at info@f3pb.com, subject line: Attn: Legal. Such notice shall be deemed given when received by F3 with return receipt transmitted to sender.
- **Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- **Severability.** Subject to Section 9.5, if any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.
- **Export Control.** You may not use, export, import, or transfer the Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law.
- **Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter

hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

Community Guidelines – Social Media

As of November 11, 2020

Thank you for your interest in F3 Platform Biologics

F3 Platform Biologics (“F3”) recognizes the importance of social media, and we are excited to have you here to share your comments and experiences. We use social media as part of our commitment to communicate information to patients, healthcare professionals, advocacy organizations and other stakeholders. However, in embracing these channels, we aim to engage responsibly and within guidelines set forth by the Food and Drug Administration (FDA) and other organizations governing pharmaceutical companies. Below, we have outlined our current active channels as well as our terms and guidelines for interacting with us on these channels.

Social media channels in which F3 may participate in the future: Twitter, Facebook, LinkedIn, Instagram. Other channels may be added. Please check back occasionally to see updates to the channels we support.

These channels were or will be created and are managed by F3. The content posted by F3 is for informational and educational purposes only and is NOT intended to be a substitute for professional medical advice. Additionally, please keep these simple rules in mind when interacting with us:

- We want to provide a respectful and welcoming community for all; we ask you to do the same.

- We may occasionally share links to third-party websites; however, we do not endorse nor are we responsible for content on those websites. Additionally, retweeting from F3 does not imply endorsement.
- We encourage you to interact with us and others, but F3 is not responsible for user-generated content.
- Your doctor is the best resource for medical advice and information. Due to the highly-regulated industry we operate within, we cannot engage in discussions regarding medical advice, promotion or discussion about specific products, treatments or studies.
- If you're currently involved with one of our clinical studies, we want to first and foremost thank you. However, please note that our social media channels are not a place for healthcare providers or individuals to discuss ongoing clinical studies, including study design and protocols, enrollment, efficacy, safety, potential adverse events, side effects or related information.
- Our social channels are not a place to report any medical adverse events or reactions and other product-related information. You can report these by submitting to the FDA directly online.
- We will not be able to reply to all tweets, replies or comments. Additionally, we cannot address and may delete comments that:
 - Include profanity, defamatory, libelous, offensive, abusive, discriminatory or demeaning content (including images, videos and links)
 - Are disparaging, threatening, condone violence or illegal behavior
 - Offer health or medical advice
 - Are directly related to financial, legal or regulatory information
 - Are commercial or advertising, e.g., sell products and services, or recruit fans and followers
 - Are spam
 - Are excessively repetitive and/or disruptive to the community

- Are questions directly related to financial, legal, regulatory, confidential information or medical issues
- Mention a specific product or treatment option
- Mention a healthcare professional's name
- Contain proprietary, confidential, sensitive or non-public information about, or related to, F3 or any other person or company
- Contain personal information about you and/or your patients if you are a healthcare provider

Your use of our social media channels indicates your acceptance of these community guidelines and any subsequent versions. Users who violate these terms may be blocked. While we encourage everyone to participate in active discussion and share content, where appropriate, we cannot be responsible for views expressed other than our own. Please read and engage at your own risk. We hear you and we see your comments to our content, but we cannot verify the accuracy of statements made by other users.

We reserve the right to delete any of our social media channels and its contents at any time. While these community guidelines cover the most common situations, we cannot anticipate everything. Hence, F3 may take actions not outlined in these guidelines, as deemed necessary and appropriate.

Thank you for your interest in connecting with us on social media.