

Terms of Use Agreement

Introduction

Welcome to the Kadmon Corporation, LLC ("Kadmon") website. Kadmon created and maintains this website ("Site") to provide general information to and communicate better with physicians, patients, investors and others who may be interested in learning more about Kadmon and the products and services it offers. You may use this Site, provided you comply with these terms and conditions. The following Terms of Use form a legal agreement ("Agreement") between you, Kadmon and its related parent and subsidiaries. By accessing, browsing, and/or otherwise using this Site, you acknowledge that you have read, understood, and agreed to be bound by this Agreement. If you do not agree to follow and be bound by these Terms of Use, you may not access, use or download materials from this Site.

These Terms and Conditions May Change

Kadmon reserves the right to update or modify this Agreement at any time without prior notice. Your use of this Site following any such change constitutes your agreement to follow and be bound by the Agreement as changed. For this reason, we encourage you to review this Agreement every time you use this Site.

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Privacy

Your use of the Site is governed by the Kadmon Privacy Policy. [Click here](#) to view the Kadmon Privacy Policy pertaining to the use of personal data collected through this Site, which is incorporated by reference as part of this Agreement.

Links to Other Websites

This Site may contain hyperlinks to websites that are not operated by Kadmon. These hyperlinks are provided for your reference and convenience only, and do not imply any endorsement of the material or services provided on these third-party websites or any association with their operators. Kadmon does not review or control these websites and is not responsible for their content. Kadmon expressly disclaims any responsibility for the content of any third-party websites linked to our Site or the products or services of such third party. These third-party websites (and the websites to which they link) may contain information that is inaccurate, incomplete or outdated. Kadmon does not make any representations regarding the content or accuracy of materials on such websites or the products or services of any third party operating such websites. You access and use these websites (and the websites to which they link) solely at your own risk.

No Professional Advice

The information provided on this Site 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 Site is intended to be for medical diagnosis or treatment.

User Content and Communications

Other than personal information, which is covered under the Kadmon Privacy Policy, any information you transmit or post to the Site shall be considered non-confidential and non-proprietary. Kadmon does not claim ownership of any information or material you transmit, distribute, post, communicate, or store on, to, or through the Site. However, by submitting or posting information on, to, or through the Site, you agree that Kadmon shall be free in perpetuity to copy, disclose, distribute, incorporate, and otherwise use such information and all data, images, sounds, text, and other materials embodied therein for any and all commercial or non-commercial purposes. No compensation will be paid with respect to the use of this information.

You agree not to transmit, distribute, post, communicate, or store information or other material on, to, or through the Site that:

- (a) is copyrighted, unless you are the copyright owner;
- (b) infringes on any other intellectual property rights of others or on the privacy or publicity rights of others;
- (c) reveals a trade secret, unless you own it;
- (d) is obscene, libelous, defamatory, threatening, harassing, abusive, hateful, sexually explicit, or embarrassing to any other person or entity as determined by Kadmon in its sole discretion;
- (e) is illegal or otherwise objectionable;
- (f) constitutes advertisements or solicitations of business, surveys, contests, chain letters, or pyramid schemes; or
- (g) contains viruses, Trojan horses, worms, time bombs, or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or information.

By using this Site, you understand and agree that Kadmon may at any time monitor, review, use, or disclose any content or communication posted or transmitted by, to, or from you on the Site. You further understand and agree that Kadmon may use or disclose any information related to you (including content or communications posted or transmitted on the Site) for any reason related to the operation of the Site, in order to investigate, prevent, or take action regarding activities that may be prohibited or unlawful, to exercise our legal rights under the Agreement, or otherwise to protect the rights and property of Kadmon or any third party.

Prohibited Uses Generally

Without limiting the foregoing, you agree not to:

- (a) delete or revise any material or other information of any other user or Kadmon;
- (b) harvest or otherwise collect information about others, including e-mail addresses, without their written consent;
- (c) take any action that imposes an unreasonable or disproportionately large load on the Site's infrastructure;
- (d) use any device, software, or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site other than through the search engine and search agents available from Kadmon and other generally available third-party providers (e.g., MSN, Google);
- (e) use or attempt to use any engine, software, tool, agent, or other device or mechanism (including, without limitation, browsers, spiders, robots, avatar's, or intelligent agents) to navigate or search the Site other than the search engine and search agents available from Kadmon on the Site and other than generally available third-party Web browsers (e.g., Microsoft Internet Explorer);
- (f) attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Site;
- (g) solicit Site members or guests to join outside sites or online sites or organizations; or
- (h) engage in any other conduct that restricts or inhibits any other person from using or enjoying the Site, or which, in the judgment of Kadmon, exposes Kadmon or any of its customers or suppliers to any liability or detriment of any type.

You further agree not to violate or attempt to violate the security of the Site, including, without limitation:

- (a) accessing data not intended for you or logging into a server or account that you are not authorized to access;
- (b) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or
- (c) attempting to interfere with service to any user, host, or network.

Violations of system or network security may result in civil or criminal liability. In accordance with this Agreement, Kadmon will investigate and work with law enforcement authorities to prosecute users who are involved in such violations.

Notice of Copyright Infringement

Just as Kadmon requires users to respect our copyrights, and those of our affiliates and partners, we respect the copyrights of others. If you believe in good faith that your copyrighted work has been reproduced on or linked from the Site without authorization in a way that constitutes copyright infringement, please provide our designated Copyright Agent with the following information:

- (a) identification of the copyrighted work claimed to have been infringed;
- (b) identification of the allegedly infringing material on the Site that is requested to be removed;
- (c) your name, address, daytime telephone number, and an e-mail address if available, so that Kadmon may contact you if necessary;
- (d) a statement that you have a good-faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law;
- (e) a statement that the information in the notification is accurate and, under penalty of perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed; and
- (f) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

Kadmon's Copyright Agent for notice of claims of infringement can be contacted at:

Designated Copyright Agent
Kadmon Corporation, LLC
450 East 29th Street
New York, NY 10016
(212) 308-6000
info@kadmon.com

Upon receipt of such a notice of claimed infringement (or any statement in conformance with 17 U.S.C. §512(c)(3)), Kadmon will act in accordance with applicable law. United States law imposes substantial penalties for falsely submitting a notice of copyright infringement.

Void Where Prohibited

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Indemnification

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS KADMON AND THIRD PARTIES WHO CONTRIBUTE TO THE SITE FROM ANY LOSS, DAMAGE, OR COST (INCLUDING ATTORNEYS' FEES) RESULTING FROM YOUR VIOLATION OF THIS AGREEMENT.

Choice of Law; Venue

This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction. Venue shall lie in New York, New York.

Arbitration of Disputes

Any dispute arising out of or in connection with this Agreement will be referred to final and binding arbitration, to the exclusion of any other court, forum, or jurisdiction. Such arbitration will be conducted under the rules of the American Arbitration Association in effect from time to time. Kadmon will appoint an arbitrator who shall appoint two additional arbitrators. The arbitrators shall agree on who will act as Chair. If the appointed arbitrators cannot agree on a Chair, the Chair will be appointed by the American Arbitration Association. The parties shall instruct such arbitrators to render a determination within three (3) months after their appointment. The place of arbitration will be New York, New York, and the arbitrator is bound to decide the arbitration in accordance with the substantive laws of New York. There will be no consolidation or joinder of any dispute subject to arbitration hereunder with any arbitration or legal proceeding involving third parties or other disputes between the parties hereto. It is expressly understood and agreed by the parties that the findings of the arbitrator(s) will be conclusive on them and their successors, heirs, and assigns and may be entered as a judgment in a court of record. The arbitrator(s) will have no authority to award punitive or exemplary damages or any other monetary damages not measured by the prevailing party's actual damages, nor generally to make an award in equity. This section shall not prohibit any party from seeking injunctive relief from a court of competent jurisdiction in the event of a breach or prospective breach of this Agreement by the other party.

Severability and No Waiver

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

Entire Agreement

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Kadmon as a result of this Agreement or your access to and use of the Site. A printed version of the Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The failure of Kadmon to enforce any provisions of the Agreement or respond to a breach by you or other parties shall not in any way waive its right to enforce subsequently any terms or conditions of the Agreement or to act with respect to similar breaches. This Agreement and the Privacy Policy constitute the entire agreement between you and Kadmon with respect to your access to and/or use of this Site and the Content and shall not be modified except by Kadmon as provided herein or through a written document signed by both parties. Kadmon may assign its rights and duties under this Agreement and the Privacy Policy to any party at any time without notice to or approval by you.