

## **TERMS OF USE**

**Last updated: September 16, 2022**

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Please read these Terms of Use before using this Website. Your use of the Website is also subject to the provisions of Aequus’s Privacy Notice. By using this Website you agree to these Terms of Use and you consent to the collection, use, storage, disclosure or processing of your personal information in accordance with the Privacy Notice. If you do not agree and consent, please do not use the Website.

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The Website is intended for informational purposes only and is provided solely on an “as is” and “as available” basis.

We use reasonable efforts to include accurate and up-to-date information on the Website. However, Aequus makes no warranties or representations as to the accuracy of the information. The Aequus assumes no liability or responsibility for any errors or omissions in the contents of this Website.

The Website may include general information and health-related information. The information provided on this Website is not a substitute for medical care. If you have, or suspect you have, a health problem, you should always consult with a licensed healthcare professional.

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### **Changes, Termination or Suspension**

Aequus may amend or modify these Terms of Use from time to time, without further notice to you, posting a revised version on the Website. Please check these Terms of Use regularly for any updates. Your continued use of the Website after any update is posted means that you accept those changes.

Aequus also reserves the right to delete, modify or supplement the content of this Website at any time, for any reason and at its sole discretion, without notice.

Aequus to terminate all or any part of this Website, or suspend your access to the Website, at any time without notice to you.

### **Governing law**

This Website is intended for use by persons located in Canada only. If you use the Website from locations outside of Canada or the United States, you are responsible for compliance with applicable local laws.

To the full extent permitted by applicable law, these Terms of Use are governed by, construed and enforced in accordance with the laws of the Province of British Columbia, Canada, without reference to conflict of laws principles, and the federal laws of Canada applicable therein. Any dispute shall be submitted exclusively to the courts of competent jurisdiction in the Province of British Columbia, Canada.

## **Forward-looking information**

*Certain statements and information in this website includes forward-looking statements or forward-looking information under applicable Canadian securities legislation that may not be based on historical fact, including, without limitation, statements containing the words “believe”, “may”, “plan”, “will”, “estimate”, “continue”, “anticipate”, “intend”, “expect”, “predict”, “project”, “potential”, “continue”, “ongoing” or the negative of these terms or other comparable terminology, although not all forward-looking statements contain these words and similar expressions.*

*Forward-looking statements are necessarily based on estimates and assumptions made by us in light of our experience and perception of historical trends, current conditions and expected future developments, as well as the factors we believe are appropriate. Forward-looking statements on the website include, but are not limited to, statements relating to:*

- *our ability to obtain funding for our operations, including funding for research and commercial activities;*
- *our ability to promote and market third-party products and the anticipated timing thereof, including our ability to successfully market Tacrolimus immediate-release (“Tacrolimus IR”), Vistitan™ (“Vistitan”) and Evolve™ (“Evolve”) in Canada;*
- *the expected benefits of Tacrolimus IR, Vistitan, Evolve and REV-0100;*
- *our estimates of the size and characteristics of the potential markets for Tacrolimus IR, Vistitan, Evolve and our internal product candidates;*
- *our business model and strategic plans;*
- *our ability to achieve profitability;*
- *our ability to establish and maintain relationships with collaborators with acceptable development, regulatory and commercialization expertise and the benefits to be derived from such collaborative efforts;*
- *whether we will be able to extend our current commercial relationships with third-party collaborators;*
- *our ability to expand commercial relationships with third-party collaborators to include additional products;*
- *whether our third-party collaborators will maintain their intellectual property rights in the technology we license;*
- *the manufacturing capacity of third-party manufacturers for our product candidates;*
- *the implementation of our business model and strategic plans;*
- *our ability to develop and commercialize product candidates;*
- *our commercialization, marketing and manufacturing capabilities and strategy;*
- *our ability to leverage internal capabilities and know-how;*
- *our ability to protect our intellectual property and operate our business without infringing upon the intellectual property rights of others;*
- *our expectations regarding federal, provincial, and foreign regulatory requirements;*
- *whether we will receive, and the timing and costs of obtaining, a development and commercial partner for our product candidates;*
- *whether we will receive, and the timing and costs of obtaining, regulatory approvals in the United States, Canada, the European Union, and other jurisdictions;*
- *the therapeutic benefits, effectiveness, and safety of our product candidates;*
- *the accuracy of our estimates of the size and characteristics of the markets that may be addressed by our products and product candidates;*
- *the rate and degree of market acceptance and clinical utility of our future products, if any;*
- *whether our e-commerce and digital technology platform will result in greater access to or benefit eyecare professionals;*
- *the timing of, and our ability and our collaborators’ ability, if any, to obtain and maintain regulatory approvals for our product candidates;*
- *our expectations regarding market risk, including interest rate changes and foreign currency fluctuations;*
- *our ability to engage and retain the employees or consultants required to grow our business;*

- *the compensation that is expected to be paid to employees and consultants of the Company;*
- *our future financial performance, projected expenditures, and ability to make investments;*
- *our expectations regarding the use of proceeds from the Company's investments, including investments in reVision Therapeutics, Inc. ("reVision") and REV-0100;*
- *developments relating to our competitors and our industry, including the success of competing therapies that are or become available;*
- *estimates of our expenses, future revenue, capital requirements and our needs for additional financing;*
- *our ability to repay the Loan (as defined herein), which Loan may become payable at any time on demand;*
- *the revocation of the failure-to-file cease trade order by the BCSC (as defined herein);*
- *our ability to advance product candidates into, and successfully complete, clinical trials; and*
- *our ability to recruit enough patients for our future clinical trials.*

*Many factors could cause our actual results, performance, or achievements to be materially different from any future results, performance, or achievements that may be expressed or implied by such forward-looking statements. All forward-looking statements, including those not specifically identified herein, are made subject to cautionary language above and on subsequent pages. Readers are advised to refer to the cautionary language when reading any forward-looking statements.*

*Such forward-looking statements reflect our current views with respect to future events, are subject to risks and uncertainties and are necessarily based upon a number of estimates and assumptions that, while considered reasonable by Aequus as of the date of such statements, are inherently subject to significant medical, scientific, business, economic, competitive, political, and social uncertainties and contingencies.*

*In evaluating forward-looking statements, current and prospective shareholders should specifically consider various factors, including "Risk Factors" listed in the Company's most recent Annual Information Form filed on SEDAR ([www.sedar.com](http://www.sedar.com)).*