

RAPID COMMERCIALIZATION PARTNERS INC
PRIVACY POLICY

Last Revised: March 17, 2022

THIS IS A LEGAL CONTRACT, PLEASE READ THIS PRIVACY POLICY CAREFULLY AND FULLY.

IMPORTANT: THIS PRIVACY POLICY (TOGETHER WITH ANY ADDENDA, INCORPORATED TERMS, AND THE RCP TERMS OF USE, COLLECTIVELY, THE “PRIVACY POLICY”, “POLICY” OR “PRIVACY POLICY”) CONSTITUTES A LEGAL PRIVACY POLICY BETWEEN YOU (“VISITOR”, “YOU”, “YOUR”) AND RAPID COMMERCIALIZATION PARTNERS INC (“RCP”) (DEFINED BELOW). THIS POLICY SETS FORTH THE LEGAL TERMS AND CONDITIONS CONCERNING HOW WE USE INFORMATION YOU PROVIDE TO US OR THAT WE COLLECT FROM TIME TO TIME THROUGH OUR PLATFORM (DEFINED BELOW) AND/OR THIRD PARTIES.

THE TERM “PLATFORM” MEANS: (A) [WWW.RCPBIO.COM](http://www.rcpbio.com) AND ANY OTHER WEBSITE OWNED AND OPERATED BY RCP (COLLECTIVELY, THE “WEBSITES” OR “SITES”), (B) ANY RCP SOFTWARE WHICH INCLUDES ANY RCP MOBILE APPLICATIONS (COLLECTIVELY, THE “APPLICATIONS” OR “APPS”) AND (C) ANY OTHER SERVICES OFFERED BY OR THROUGH RCP FROM TIME TO TIME (COLLECTIVELY, THE “SERVICES”).

PLEASE ALSO NOTE THAT THIS PRIVACY POLICY CONTAINS PROVISIONS THAT GOVERN ANY CLAIMS THAT THE PARTIES MAY HAVE AGAINST EACH OTHER INCLUDING, WITHOUT LIMITATION, A MANDATORY ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. PLEASE REVIEW SECTION 14 CAREFULLY.

BY ACCEPTING AND AGREEING TO THIS PRIVACY POLICY, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS PRIVACY POLICY AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

The terms and conditions applicable to use of the Platform are described in RCP’s Terms of Use located at <http://www.rcpbio.com/termsfuse>.

We may translate this Privacy Policy into other languages for your convenience. Nevertheless, the English version governs your relationship with RCP, and any inconsistencies among the different versions will be resolved in favor of the English version.

1. **Introduction.**

We care about your trust and confidence, and therefore make it a priority to ensure that your information is secure and confidential. Please read this Policy to learn about how we collect, use, and share user information whenever you access our Platform or use our Services. By visiting our Website, downloading or using our Services or Platform, you consent to the data collection and use practices described herein. You also acknowledge that any dispute you may have over privacy is subject to this Policy and our Terms of Use.

This Policy does not apply to any website, product or service of any Third-Party, Partner or other company, even if such website, product or service links to (or from) the Platform. RCP does not operate those Third-Party or Partner sites or application links. Please review the privacy practices of those websites or services before deciding whether to provide any of your information to them.

2. **Consent to Policy.**

By visiting and/or using the Platform you agree to be bound by this Privacy Policy. If you do not agree to this Policy, then you may not access or use the Platform or any part thereof. Rapid Commercialization Partners Inc., and its affiliates, parent and subsidiary entities and their respective agents, representatives, employees, owners, managers, and subcontractors are collectively referred to in this Policy as “RCP,” “we”, “us” or “our”. RCP is committed to complying with applicable law with respect to privacy. This Policy governs the manner in which RCP collects, uses, maintains and discloses information collected from visitors and users of the Platform including, without limitation, the respective features, applications, products and services offered by RCP or available on or through the Platform (collectively the “Services”).

You affirm that you:

- (a) are 18 years of age or older and are fully able and competent to enter into, and accept the terms and conditions of this Policy;
- (b) are at least 16 years of age but not yet 18 years of age and that you have your parent or legal guardian’s permission to use the Platform, our Services and register and use an account with RCP. Please have your parent or legal guardian read these terms with you;
- (c) if you are accessing and using the Platform, our Services or registering or using an account with RCP on behalf of an unincorporated association, group or organization, a company or a legal entity, you represent that you have the authority to bind that unincorporated association, group, organization, company or legal entity to the terms and conditions of this Policy. In that situation, “you”, “your” and/or “user” will refer to both you and that unincorporated association, group or organization, company or legal entity; and/or
- (d) If you are a parent or legal guardian, and you allow your child to use the Platform, our Services or to register or use an account with RCP, then these terms apply to you and you are responsible for your child’s activity on the Platform. In that situation, “you”, “your”

and/or “user” will refer to both you and your child. Notwithstanding the above, the Platform is not intended for use by persons under the age of 16.

3. **Changes to Policy.**

RCP reserves the right, in its sole discretion, to modify this Policy, and any other documents incorporated by reference herein, at any time and without prior notice. Any changes to this Policy will be effective immediately upon posting and will be indicated by a change to the “Last Revised” date at the top of this Policy. Please note that your continued use of and/or access to the Platform after such changes will constitute your acceptance of such changes. Please review this Policy each time to determine if this Policy has changed.

4. **Information We May Collect:** We may, but are not obligated to, collect the following information:

- a. ***Public Information and Posts.*** We may collect public information and posts consisting of comments or content that you post to the RCP Platform and the information about you that accompanies those posts or content, which may include a name, username, comments, likes, status, profile information and picture. Public information and public posts are always public, which means they are available to everyone and may be displayed in search results on external search engines.
- b. ***Submission of Reviews, Ratings, and Comments.*** We collect information that you voluntarily provide as part of or through our Platform, including messages, posts, comments, responses, reviews, and ratings you submit through the Platform (collectively “User Generated Content”). If you submit ratings or reviews of our Services or the Platform, we also may receive information about you including, but not limited to, the ratings and reviews you submit, your name, location and/or account ID.
- c. ***Information from Social Media.*** If you access or log-in to the Platform through a social media service or connect a RCP Service or account to a social media service, the information we collect may also include your user ID and/or user name associated with that social media service, any information or content you have permitted the social media service to share with us, such as your profile picture, email address or friends lists, and any information you have made public in connection with that social media service. If you login to the RCP Platform through a social networking site, such as Facebook®, LinkedIn® or others, we may collect your authentication token and account identification number and use that information to provide you with access to your account on the RCP Platform. When you access the RCP Platform through social media services or when you connect an RCP Platform or Service to social media services, you are authorizing RCP to collect, store, and use such information and content in accordance with this Privacy Policy.
- d. ***Activity Information.*** When you access and interact with the RCP Platform, RCP and its Partners may collect certain information about those visits. For example, in order to permit your connection to the RCP Platform, our servers receive and record information about your computer, device, and browser, including potentially your IP

address, browser type, and other software or hardware information. If you access the RCP Platform from a mobile or other device, we may collect a unique device identifier assigned to that device, geolocation data (including your precise location), or other transactional information for that device.

- e. ***Personal Identifying Information.*** We may collect and/or you may voluntarily provide to us personal information that in whole or in part, or in aggregation with other public and non-public information, may allow us to identify you (the “Personal Identifying Information” or “PII”). Personal Identifying Information is captured when a user willingly discloses such information to us in a variety of ways including, but not limited to, creating a profile, submitting a request for services, effecting a transaction through our Platform, inquiring about our Platform, filling out a form, responding to a survey, subscribing to a newsletter, or in connection with other activities, services, features or resources we may make available on our Platform or through our Services.

Personal Identifying Information includes, but is not limited to: (i) Contact Data (such as your name, address, city, state, zip code, landline phone number, mobile device phone number, and email address); (ii) Financial Information (such as bank account number, routing number, credit card number, expiration date, and verification code); (iii) Demographic Data (such as your zip code and gender); and (iv) other information that may identify you (such as your social security number and date of birth). This PII may be necessary to generate the products and offerings we offer on or through the Platform or to provide our Services to you.

Users may visit our Website without providing PII. However, refusal to supply PII may prevent users from obtaining certain Services or accessing certain offerings on or through the Platform.

You may choose not to provide us with any PII, or you may turn off or otherwise restrict cookies in your web browser by changing your browser settings. If you make these decisions, you may visit the Platform and browse the generally available content, but we may be unable to process your transactions and/or features of our Platform may not function or may be slower if you turn off or restrict cookies.

- f. ***Aggregate and Automatically Collected Information.*** When you visit, access and/or interact with the RCP Platform, RCP and its Partners may collect certain information about those visits. We may automatically collect and monitor general, non-personal, statistical and aggregated information about the use of the Platform such as how many users visit a specific page on the Platform, how long they stay on that page, and which hyperlinks, if any, they click on. Such aggregate or automatically collected information may also include but is not limited to: the date, time, and length of Services or Platform access; geographic location (see Location Tracking below); device information, including the hardware model, operating system and version, unique device identifiers and network information; your activities within the Platform; language information; internet domain and host names; internet protocol (IP) addresses; and clickstream patterns. An IP address is a number that is automatically assigned to your device

whenever you access the web. Web servers, the computers that 'serve up' webpages, automatically identify your device by its IP address.

This information represents a generic overview of our users, including their collective viewing habits, and allows us and other third parties to modify information, promotions, offers and/or discounts on products and services based on user traffic and behavior. We collect this information through the use of technologies such as 'cookies' and 'web beacons', which are discussed in greater detail below. We collect this information in order to help enhance the Platform to make for a better user experience.

5. **Methods We Use to Collect Information:** We may automatically track, monitor, record and store data and information through the use of cookies, web beacons, and other tracking technologies.
 - a. **Web Beacons.** We may include small graphic images or other web programming code, called web beacons (also known as “pixel tags”, “web bugs”, “tracer tags” or “clear GIFs”), in our Platform and in communications we send to you. The web beacons are minute graphics with a unique identifier. They are used to track the online movements of users. In contrast to cookies, which are stored in a user's computer hard drive, web beacons are embedded invisibly on web pages and are about the size of the period at the end of this sentence. Web beacons help us evaluate our marketing and advertising efforts and to better manage content on the Platform by informing us what content is effective, monitoring how users navigate the Platform, counting users of the Platform, counting how many e-mails sent by us were actually opened. This technology allows us to understand which pages you visit on our Platform and other ways you interact with our Platform such as purchases made through the Platform. Web Beacons are also used to help us to optimize and tailor our Platform for you and other users of our Platform.
 - b. **Conversion Tracking:** We may supplement the information we collect about you through the RCP Platform with records received from our Partners and Third Parties in order to enhance our ability to serve you, to tailor our content and Services to you, and to offer you information that we believe may be of interest to you. For example, websites on which we have placed advertisements, such as Google®, may tell us which promotional content you clicked. This is often called “conversion tracking.”
 - c. **Your 'Do Not Track' Browser Setting.** Do Not Track (“DNT”) is a privacy preference that users can set in some web browsers, allowing users to opt out of tracking by websites and online services. RCP does not support the DNT browser setting. We do track your online activities over time and across third-party websites or online services. For example, we use web beacons to help us evaluate our marketing and advertising efforts and to determine what links or advertisers brought you to our Platform. We also use third-party service providers to display advertisements to you on other websites or applications based on your activities while on the RCP Platform.

To learn more, or to opt-out of receiving online display advertisements tailored to your interests by our third party partners, visit the Digital Advertising Alliance Consumer Choice Page at <http://www.aboutads.info/choices/> or modify (where available) the

privacy, advertising, marketing or other settings of your Facebook®, Google®, Twitter®, Amazon® or other accounts.

- d. Information Collected by Mobile Applications.** Through your use of the RCP Application from a mobile device, we may also automatically collect and store some or all of the following information from your mobile device (“**Mobile Device Information**”), including, but not limited to:
- i. Personal Identifying Information,
 - ii. The type of Internet browsers you use with the Application or when visiting our Website,
 - iii. Your preferred country site,
 - iv. Your mobile operating system,
 - v. Your phone number or other identifiers assigned to your mobile device, including: The IP address of your mobile device, and the device manufacturer and model.

In addition to the above Mobile Device Information, we may collect information about how you use the Application and/or Platform including, but not limited to, the amount of time you spend using the Application and/or Platform, how many times you use a specific feature of the Application and/or Platform over a given time period, how often you use the Application and/or Platform, actions you take in the Application and/or Platform and information about the website or other platform from which you downloaded the Application and/or Platform to help us determine what download site is most effective (collectively “**Application Usage Information**”).

We may link your Mobile Device Information and Application Usage Information to PII you have provided us, in which case, we will treat the combined information as PII unless and until such information is anonymized. However, please be aware that some features of our Platform may not function or may be slower if you refuse our access to mobile device and/or mobile applications information.

- e. Location Tracking.** We, our Partners or Third Parties whose services we use may also collect the geographic location of your device by using Global Positioning System (GPS), wi-fi data or other location information available to us through the Platform or transmitted to us by a Third Party. We collect location information when necessary for verification purposes in conjunction with signing (e.g. DocuSign®, Adobe Sign®) documents, registering or accessing an account on the Platform or other business related purposes. However, please be aware that some features of our Platform may not function or may be slower if you refuse our access to geographic location information.
- f. Cookies** are small data text files that websites and applications use to recognize repeat users in order to facilitate users’ access to websites or applications and to track usage behavior and compile usage information that allows for the improvement of content and targeted advertising. RCP may automatically collect non-PII and data through the use of cookies. Most browsers allow you to control cookies, including whether or not to accept

them and how to remove them. You may set your browsers to notify you if you receive a cookie, or you may choose to block cookies with your browser. However, please be aware that some features of our Platform may not function or may be slower if you refuse cookies. You may also get cookies from our advertisers, Partners, or other Third Parties, as is standard practice in the internet industry. We have no control over these cookies. The use of advertising cookies sent by third party ad servers is standard in the Internet industry. We may use the services of Third Parties to collect and use anonymous information about your visits to and interactions with our Platform through the use of technologies such as cookies to personalize advertisements for goods and services.

- g. Recorded Phone Calls:** We or Third Parties who provide services to us, including those who may assist in providing user or customer support, may monitor and/or record (in accordance with applicable law) the contents of phone calls made by or between you and any representative or agent of RCP. For example, RCP may listen to or record calls for quality purposes.
- h. Other Tracking Technologies** may record information such as internet domain and host names; IP addresses; browser software and operating system types; clickstream patterns; the MAC address or other technical information from your mobile device; location information through GPS, Wi-Fi, Bluetooth, or similar technologies; and dates and times that our Platform are accessed. We may link or aggregate the information we record using tracking technologies to PII we collect.
- i. Information You Provide About A Third Party.** If you choose to take advantage of a referral program, we may offer by referring another person or business to RCP, we may collect their name, email address and other information you provide about them. We will automatically send them an email inviting that person or business to visit the RCP Platform. We store this information only to send this email and to track the success of our referral program. We do not use this information for any other marketing purpose unless we obtain consent from that person or business' authorized representative, we explicitly state otherwise pursuant to the referral program rules and policies or that person or business visits, uses and/or interacts with our Platform. Please be aware that when you refer a person or business, your name and/or e-mail address may be included in the message sent to them.
- j. Information You Provide to a Third Party.** The RCP Platform may include links to sites or other applications operated by third parties ("**Third-Party Sites**") and plug-ins (such as Twitter and Facebook share buttons) from Third-Party Sites. For example, if you decide to share any content and click a 'share' button or social media icon, you may be directed to a Third-Party Site. The Third-Party Site may ask for PII to share the content. Some Third-Party Sites link to RCP and share information with RCP. For example, in connection with the Services we provide and/or the services provided by our Partners, you might provide information to our affiliate, Partner or a co-marketing agent of RCP, such as your name, telephone number, email address, physical address, and service preferences. Our Partner or the owner or operator of the Third-Party Site may share such information with us. RCP does not control any Third-Party Sites and is not responsible for any information they may collect. The information collection and use practices of a Third-Party Site are governed by that site's privacy policy. We recommend that you read

the Third-Party Site's privacy policy if you choose to enter any Third-Party Site or click on a plug-in.

6. How We Use and/or Share Information: The information RCP collects including, without limitation, PII, is used in a variety of ways including, but not limited to:

a. *General Use of Information.* Generally, we may use the information we collect as follows:

- for internal review;
- to improve the Platform;
- addressing or responding to complaints;
- to improve, expand and optimize our services, marketing and advertising;
- to verify the legitimacy of reviews and ratings;
- for establishing or terminating your contractual relationship with us;
- to communicate with you by email, telephone, or text message, in accordance with your wishes;
- to respond to your questions and comments;
- to provide you with updates and notices;
- to solicit information from you;
- to manage payments for services;
- to manage your account or profile;
- to improve user service;
- to provide you updates about the Platform;
- to let you know about products, services, and promotions that you may be interested in;
- to get reviews and ratings;
- to provide technical support;
- to respond to questions or feedback;
- to promote discounts or offers;
- for our marketing, advertising and/or promotional purposes;
- to fulfill and provide products and services, including personalized or enhanced services, requested by you;
- to effect and complete transactions initiated or requested by you;
- for internal business analysis or other business purposes;
- to evaluate and improve the online and mobile user experience;
- to resolve disputes;
- to prevent, investigate and discover violations of this Privacy Policy or any applicable terms of use or terms of use for the Platform or a breach of any other Privacy Policy between you and us;
- to maintain network and information security,
- for fraud prevention,
- to report suspected criminal acts,
- to reduce risks to public health and safety,

- to investigate fraud, chargebacks or other matters,
- to protect the rights, property, or safety of RCP, our users, our staff or others, and/or
- to comply with applicable law.

b. **General Sharing of Information.** RCP may share information including without limitation, PII, with other parties when one or more of the following conditions apply:

- We have previously notified you that sharing the information is necessary,
- We have your consent to share the information,
- We need to share your information to provide the service or product you requested,
- To respond to subpoenas, court orders, or any other legal requirements
- When it is necessary to protect and defend our legal rights and/or property
- To protect your safety and/or the public's safety.
- Your funders and/or lenders
- External auditors, examiners and assessors
- Relevant professional or statutory regulatory bodies
- Local authorities
- Police and other law enforcement agencies
- Others as may be required by the law

c. **User Generated Content.** RCP may, in our sole discretion, share some types of User Generated Content such as public information, public posts and your reviews of our Platform, Partners, Consultants or other Third Parties. Except as provided in this Policy, RCP does not share User Generated Content that is not public and contains any PII. If you do not want certain information shared with others, you should not submit User Generated Content, or should not submit User Generated Content that contains information or PII you do not want shared in this manner. Once you have submitted User Generated Content, except as otherwise provided in this Privacy Policy or our Terms of use, we reserve the right to publish it one or more times indefinitely in any medium to others.

d. **Personal Identifying Information.** Except as outlined in this Privacy Policy, we will not share your PII with third parties unless we provide you with prior notice and obtain your express authorization to do so. You may have an opportunity to choose to opt-out of such information disclosures.

- i. **Within Corporate Organization.** RCP and/or its vendors may share your PII within the RCP corporate organization, and may transfer the information to countries in the world where RCP conducts business. Some countries may provide less legal protection for PII. In such countries RCP will still handle user PII in the manner described herein. Additionally, your contact information may be used to follow up with you on transactions initiated or completed through the Platform, to respond to inquiries, to inform you of changes to the Platform or our Services, and/or to send you

additional information about RCP, the Platform and any related products or services.

- ii. **Disclosure to Governmental Authorities.** RCP releases PII when RCP believes release is appropriate to comply with Applicable Law, to enforce the RCP Privacy Policy or Terms of Use, to enforce RCP legal rights, to defend against legal claims, or to protect the rights, property or safety of RCP users. RCP may also release PII in response to investigations, subpoenas, court orders, or other legal process RCP may also release such information in an exchange of information with other companies and/or organizations for the purposes of fraud protection and credit risk reduction.
- iii. **Agents (Third Parties).** RCP employs or engages other companies and individuals to perform business functions on behalf of RCP (“Third Parties”). These persons are provided with PII required to perform their functions, but are prohibited by contract from using or sharing the information for other purposes. Third Parties engage in a variety of functions which may include, but are not limited to, fulfilling or processing transactions, removing repetitive information from customer lists, analyzing data, providing marketing assistance, processing payments, providing user or customer services, assisting us to comply with applicable law, investigate potential criminal or fraudulent activities, and/or to maintain the security or networks and the Platform. To the extent reasonably necessary for RCP to offer or perform its services, process payments through a financial institution or Partner account services, to verify your identity, to resolve or respond to a dispute, or to expand or optimize its goods or services, RCP may receive and share your PII with our Third Parties.
- iv. **Partners.** RCP partners with various services providers in conjunction with the services we provide (the “Partners”). When you effect or complete a transaction through our Platform you may do so to purchase goods or services from RCP or from one or more of our Partners. Whenever we assist in effecting or completing any transaction between you and one of our Partners, we receive and share information with that Partner including, without limitation, your PII. Personal Identifying Information related to a transaction with RCP and/or one of our Partners may be shared with one or more Partners. To the extent reasonably necessary for RCP to effect or complete transactions initiated by you through the Platform or through one of our Partners, to communicate the goods or services purchased by you to the applicable Partner, to verify your identity, or to resolve or respond to a dispute, RCP may receive and share your information including, without limitation, PII, with our Partners. Your use or interaction with any Partner website or mobile application may be subject to that Partner’s applicable privacy policy or terms of use or service. Any time we share your information with a Partner, your

information becomes subject to the Partner's applicable privacy policy and/or terms of use or service.

- v. **Illegal Activity.** When we reasonably believe it is appropriate to take action regarding suspected illegal acts, suspected fraud or other wrongdoing; to defend and protect the rights, property, or safety of our company, our Platform, the Services, our users, our Partners, and/or in connection with our Terms of Use or other policies, we may share your information to reasonably assist in the termination of such activities;
 - vi. **Business Transfers, Mergers and Acquisitions.** Circumstances may arise where for business reasons, RCP decides to sell, buy, merge, consolidate, divest or otherwise reorganize (including, but not limited to, through bankruptcy) its businesses in the United States or some other country. Such a transaction may involve the disclosure and/or transfer of your information including, without limitation, PII, to prospective or actual purchasers or acquirers, and/or receiving such information from sellers. It is RCP's practice to seek appropriate protection for PII in these types of transactions.
- e. **Non-Personal Identifying Information:** Non-Personal Identifying Information is any information collected by RCP that, in whole or in part, does not personally identify you. The following explains with whom we may share Non-Personal Identifying Information:
- i. **Agents (Third Parties).** We may share Non-Personal Identifying Information with Third Parties (defined above) as may be reasonably necessary to perform their functions. Third Parties are prohibited by contract from using or sharing the information for other purposes;
 - ii. **Third Party Vendors.** Those persons and entities who are not prohibited by contract from using or sharing information we provide are Third Party Vendors. We may share Non-Personal Identifying Information with Third Party Vendors who provide other services to us; and
 - iii. **Advertisers.** We may share Non-Personal Identifying Information with advertisers who may collect the same type of data that we collect and for the same purposes. These third parties may be able to associate information they collect with information that they have about you from sources outside of the Platform or received from persons or entities other than RCP. These Advertisers may employ cookies, web beacons, pixels or other types of tracking technology that we do not have control over, but you may be able to opt-out of some of their practices by visiting internet-based advertising opt-out organizations like the [Network Advertising Initiative](#) and [Digital Advertising Alliance](#) or by modifying (where available) the privacy, advertising, marketing or other settings of your Facebook®, Google®, Twitter®, Instagram®, YouTube® or other accounts over which we have no control and to which this Privacy Policy or our Terms of use do not apply.

7. **How We Protect Your Information.** We adopt appropriate industry standard security protocol for data collection, storage and processing practices and implement commercially reasonable security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information (including, without limitation, PII), username, password, transaction information and data captured through your use of the Services and Platform.

Sensitive data, such as Financial Information or PII you exchange with or provide to us through the Platform occurs over secure sockets layer (SSL) communication channels and is encrypted and protected with digital signatures. Unfortunately, no security measures are perfect or impenetrable and data transmission over the internet cannot be guaranteed 100% secure. We cannot and do not ensure or warrant the security of any information you transmit to RCP through the Platform and you do so at your own risk. Your information may be transferred to, and maintained on, computers located outside the jurisdiction in which you reside. Please be aware that the privacy laws where your information is transferred may offer more or less protection than the laws where you live. By voluntarily submitting information to us, you consent to have your information transferred to, processed, and stored in the United States, irrespective of what geographic region you are located in.

8. **Telephone Consumer Protection Act of 1991 (“TCPA”) Disclaimer.** Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls, or SMS messages (text messages) from our Partners, Third Parties, Third Party Vendors, representatives, agents, or affiliates, by providing us with your phone number, physical address, email address or other mediums of communication, you hereby provide express written consent to be contacted by RCP or anyone communicating with you on our behalf. This express written consent is for any purposes relating to the products and services RCP offers and/or any account you have with RCP, at any telephone number(s), or physical or electronic address you provide to us or at which you may be reached. You agree we may contact you in any way, including by phone calls or SMS messages (text messages) whether such calls or SMS messages (text messages) are made by manual dialing, using prerecorded messages or artificial voice, using auto telephone dialing system or using an automatic or automated texting system.

Automated messages may be played when the telephone is answered whether by you or someone else. In the event that an agent or representative of RCP calls, such agent may also leave messages on your answering machine, voice mail, or send messages to you via SMS message (text message). You certify that the telephone number(s) or physical or electronic address that you have provided, are in fact methods of communication at which you may be contacted and/or which you regularly receive communications, and you agree to receive calls and/or SMS messages (text messages) at each telephone number you have provided to RCP. You agree to promptly alert RCP if you stop using, voluntarily or involuntary, any of the phone numbers you have provided to RCP by emailing us at Privacy@rcpbio.com with “REMOVE PHONE NUMBER” in the subject line along with your name and the affected telephone number in the body of the email (a “Removal Notice”). You acknowledge and agree that you alone are responsible for any charges your cellular telephone or mobile phone service provider may charge you to receive calls or SMS messages (text messages) according to the type of account you have. Providing your consent is not a requirement to purchasing RCP goods or

services but withholding your consent may prevent us from providing certain services to you. You may revoke consent to receive text messages at any time by emailing us a Removal Notice or by responding to any text from us with “STOP”.

9. Access Rights to Data.

- a. ***Information Maintained by RCP.*** Upon written request from a user, RCP will provide a reasonable description of such person’s PII that RCP maintains. To submit a request for information, you must contact us via email at Privacy@rcpbio.com with “DATA REQUEST” in the subject line or via certified postal mail, return receipt requested, at Rapid Commercialization Partners Inc., ATTN: DATA REQUEST, 50 JFK Street, Cambridge, MA 02138.
- b. ***Corrections and Changes to Personal Information.*** Help RCP to keep user information accurate. If your PII changes, or if you note an error upon review of your information that RCP maintains, please promptly email RCP at Privacy@rcpbio.com with “DATA CORRECTION” in the subject line and provide the outdated or incorrect information along with the new or correct information in text in the body of the email only or notify us via certified postal mail, return receipt requested at Rapid Commercialization Partners Inc., ATTN: DATA REQUEST, 50 JFK Street, Cambridge, MA 02138.
- c. ***Your California Privacy Rights. "Do Not Sell My Personal Information" Notice for California consumers under California Consumer Privacy Act (CCPA).*** California’s privacy laws require companies to provide notice to California users of their rights to receive information regarding which entities their information was shared for marketing purposes. Under the CCPA, users of RCP who are California residents have the right to:
 - i. request certain information regarding RCP disclosure of PII for its direct marketing purposes,
 - ii. request that RCP delete certain PII it has collected about the user, and
 - iii. if RCP sells PII of the user, request that RCP not sell such information.

This request may be made no more than once per calendar year. To make such a request, please contact us via email at Privacy@rcpbio.com with “CA DATA REQUEST” in the subject line or via certified postal mail, return receipt requested, at Rapid Commercialization Partners Inc., ATTN: DATA REQUEST, 50 JFK Street, Cambridge, MA 02138.

Within thirty (30) days of our receipt of such request, RCP will provide a list of the categories of PII disclosed to our Partners and/or Third Parties for direct marketing purposes during the immediately preceding calendar year, along with the names and addresses of these Partners and/or Third Parties. RCP reserves its right not to respond to requests that are not received at the email or physical address specified in this paragraph. Please note that we may ask you to verify your identity before responding to any such requests.

d. Information Regarding Your Data Protection Rights Under the E.U. General Data Protection Regulation (GDPR)

- i. For the purpose of this Privacy Policy, we may be a Data Controller of your personal information.
- ii. If you are from the European Economic Area (“EEA”), our legal basis for collecting and using your PII, as described in this Privacy Policy, depends on the information we collect, from whom and the specific context in which we collect it.
- iii. We may process your PII because:
 - We need to perform a contract with you, such as when you use our Service or Platform,
 - You have given us permission to do so,
 - The processing is in our legitimate interests and it is not overridden by your rights,
 - For payment or other transaction processing purposes,
 - To comply with applicable law, or in response to investigations, subpoenas, court orders, or other legal process,
 - For the purposes of fraud protection and credit risk reduction, or
 - Any other reason or purpose provided in this Privacy Policy.
- iv. If you are a resident of the EEA, you have certain data protection rights. In certain circumstances, you have the following data protection rights:
 - The right to access, update or to delete your PII which we have collected and/or maintain,
 - The right of rectification,
 - The right to object,
 - The right of restriction,
 - The right to data portability,
 - The right to withdraw consent.
- v. To make such a request, please contact us via email at Privacy@rcpbio.com with “GDPR DATA REQUEST” in the subject line or via certified postal mail, return receipt requested, at Rapid Commercialization Partners Inc., ATTN: DATA REQUEST, 50 JFK Street, Cambridge, MA 02138. Please note that we may ask you to verify your identity before responding to any such requests.
- vi. We transfer your personal data to the United States whenever you interact with us. The United States has not sought, nor obtained adequacy status from the European Union. We transfer your personal data on the basis of the derogations in Article 49 GDPR. In order to safeguard your personal data, we

directly apply the GDPR provisions to your personal data. We do not engage in any onward transfers regarding your data, beyond the access that our processors have to your data or as expressly outlined in this Policy.

- vii. You have the right to complain to a Data Protection Authority about our collection and use of your PII. For more information, please contact your local data protection authority in the EEA.

10. Other.

- a. **Linked Services.** The RCP Services may be linked to sites operated by unaffiliated companies, and may carry advertisements or offer content, functionality, newsletters, contests or sweepstakes, or applications developed and maintained by unaffiliated companies. RCP is not responsible for the privacy practices of unaffiliated companies, and once you leave the RCP Services or click an advertisement you should check the applicable privacy policy of the other service.

In addition, RCP is not responsible for the privacy or data security practices of its Partners or any other organizations, such as Facebook, Tumblr, Twitter, Apple, Google, Microsoft or any other app developer, app provider, social media platform provider, operating system provider, wireless service provider, or device manufacturer, including in connection with any information you disclose to our Partners or other organizations through or in connection with the RCP Services.

- b. **Collection of Personal Financial Information by a Payment Service.** We may use a Third Party or an unaffiliated payment service to allow you to make a purchase of goods or services or make payments (“Payment Service”) through the Platform. If you purchase a product or service or make a payment using a Payment Service, you will be directed to a Payment Service webpage. Any information that you provide to a Payment Service will be subject to the applicable Payment Service's terms, conditions and privacy policy found here, rather than this Privacy Policy. We have no control over, and are not responsible for, any Payment Service's use of information collected through any Payment Service including, but not limited to, Financial Data or PII. Please Note, RCP does not store your credit card or other financial information processed by or through our Payment Service. All payment transactions, including the capture and storage of financial information submitted by or through our Payment Service, are handled by our Payment Service provider.
- c. **Data Retention.** We will retain your information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or allowed by applicable law. Remember that even after you cancel your account, or if you ask us to delete your personal information, copies of some information from your account may remain viewable in some circumstances where, for example, you have shared information with social media or other services. Because of the nature of caching technology, your account may not be instantly inaccessible to others. We may also retain backup information related to your account on our servers for some time after cancellation or your request for deletion, for fraud detection or to comply with applicable law or our internal security or recordkeeping policies. It may not always be

possible to completely remove or delete all of your information due to technical constraints, or contractual, financial or legal requirements.

- d. **Sensitive Information.** We ask that you not send us, and you not disclose to us, any sensitive personal information such as information related to racial or ethnic origin, religion or other beliefs, health, criminal background or trade union membership. Your use of the RCP Platform is at your own risk. RCP urges you to take steps to keep your information safe by using a strong alphanumeric password with allowable symbols and memorizing your password or keeping it in a safe place (separate from your account information), logging out of your account, and closing your web browser. In order to help us protect your information further, you should be careful about providing your password to others.
 - e. **Lost or Stolen Information.** If your password is lost or stolen, you should promptly notify RCP at Privacy@rcpbio.com in order to enable RCP to cancel the lost or stolen information and to update its records with a changed password.
11. **Children's Policy.** We do not intend for the Platform or any part thereof to be used by individuals under the age of 18, and no part of the Platform is structured to attract anyone under the age of 18. If you are under the age of 18 you may use the Platform and our Services and register and use an account only if you are an emancipated minor or possess legal parental or guardian consent and are fully able and competent to enter into the Terms of Use and this Policy.
12. **Governing Law.** By visiting and/or using any part of the Platform, you accept that any dispute over privacy is subject to this Privacy Policy and our Terms of Use. This Privacy Policy and the privacy practices of RCP are subject exclusively to the laws of the State of Massachusetts, United States of America without regard to any conflict of law principles. We make no representation that this Privacy Policy and such practices comply with the laws of any other state or any country outside the United States. Except as provided at Section 14, any reference made in this Privacy Policy to the law or regulation of any other jurisdiction or governing body shall not in any way whatsoever modify this Section 12.
13. **Dispute Resolution.** If you have any concerns about privacy issues, please contact us as directed in this Privacy Policy. If, however, your claim, arising out of or relating to this Policy, has not been handled within forty-five (45) days of our receipt of notification from you, you may seek resolution by binding arbitration subject to the Arbitration provision at Section 14.
14. **ARBITRATION.**

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

BY VISITING, USING, AND/OR CONTINUING TO VISIT OR USE ANY PART OF THE PLATFORM, BY PROVIDING ANY INFORMATION TO US, AND/OR

BY INITIATING OR COMPLETING ANY TRANSACTION ON OR THROUGH THE PLATFORM, YOU, ON BEHALF OF YOURSELF, YOUR PARENT, PRINCIPAL, SUBSIDIARY AND AFFILIATED ENTITIES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS, AND YOUR HEIRS, EXECUTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY BETWEEN YOU AND RCP ARISING OUT OF, RELATING TO OR IN CONNECTION WITH YOUR VISIT TO AND/OR USE OF ANY PART OF THE PLATFORM, THE INFORMATION WE COLLECT, THE TERMS OF USE, OR THIS PRIVACY POLICY INCLUDING, WITHOUT LIMITATION, THE INTERPRETATION OR CONSTRUCTION OF THIS PRIVACY POLICY (COLLECTIVELY, A "DISPUTE") WILL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). THE ARBITRATION, INCLUDING THE SELECTION OF THE ARBITRATOR, WILL BE PURSUANT TO THE AAA'S COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (THE "RULES") BY A SINGLE NEUTRAL ARBITRATOR AGREED ON BY THE PARTIES WITHIN THIRTY (30) DAYS OF THE COMMENCEMENT OF THE ARBITRATION OR, WITHIN THIRTY (30) DAYS THEREAFTER, APPOINTED BY THE AAA ADMINISTRATOR.

NOTWITHSTANDING ANY CHOICE OF LAW OR OTHER PROVISION IN THIS POLICY, THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS POLICY EVIDENCES A TRANSACTION INVOLVING INTERSTATE COMMERCE AND THAT THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1 ET SEQ. ("FAA") GOVERNS ITS INTERPRETATION AND ENFORCEMENT AND PROCEEDINGS PURSUANT THERETO. IT IS THE INTENT OF THE PARTIES THAT THE FAA AND RULES SHALL PREEMPT ALL STATE LAWS TO THE FULLEST EXTENT PERMITTED BY LAW. IF THE FAA AND RULES ARE FOUND TO NOT APPLY TO ANY ISSUE THAT ARISES UNDER THIS POLICY OR THE ENFORCEMENT THEREOF, THEN THAT ISSUE SHALL BE RESOLVED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

EITHER PARTY MAY INITIATE THE ARBITRATION PROCESS BY FILING THE NECESSARY FORMS WITH AAA. TO LEARN MORE ABOUT ARBITRATION, YOU CAN CALL ANY AAA OFFICE OR REVIEW THE MATERIALS AT WWW.ADR.ORG. THE ARBITRATION SHALL BE HELD IN SUFFOLK COUNTY, MASSACHUSETTS. THE PARTIES WILL EXCHANGE NON-PRIVILEGED INFORMATION RELEVANT TO THE DISPUTE BEING ARBITRATED. YOU MAY BE REPRESENTED BY LEGAL COUNSEL OF YOUR CHOICE IN CONNECTION WITH THE ARBITRATION, AT YOUR COST.

THE PARTY THAT INITIATES THE ARBITRATION WILL BE REQUIRED TO PAY THE FILING FEE. EACH PARTY SHALL BE RESPONSIBLE FOR ONE-HALF OF THE ARBITRATION FEES. EACH PARTY WILL BE RESPONSIBLE

FOR THEIR RESPECTIVE ATTORNEY'S FEES AND COSTS. THE PREVAILING PARTY IN ANY ARBITRATION BROUGHT PURSUANT TO THIS POLICY SHALL NOT BE ENTITLED TO RECOVER ITS ATTORNEYS' FEES AND COSTS FROM THE NON-PREVAILING PARTY.

DISPUTES MUST BE BROUGHT IN THE NAME OF AN INDIVIDUAL PERSON OR ENTITY AND MUST PROCEED ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS. THE ARBITRATOR WILL NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. IF EITHER PARTY ARBITRATES A DISPUTE, NEITHER PARTY, NOR ANY OTHER PERSON, MAY PURSUE THE DISPUTE IN ARBITRATION AS A CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION, NOR MAY ANY SUCH DISPUTE BE PURSUED ON BEHALF OF EITHER PARTY IN ANY LITIGATION IN ANY COURT. CLAIMS REGARDING ANY DISPUTE AND REMEDIES SOUGHT AS PART OF A CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION ARE SUBJECT TO ARBITRATION ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS, AND THE ARBITRATOR MAY AWARD RELIEF ONLY ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS. THIS MEANS THAT THE ARBITRATION MAY NOT ADDRESS DISPUTES INVOLVING OTHER PERSONS WITH DISPUTES SIMILAR TO THE DISPUTES BETWEEN YOU AND US.

THE ARBITRATOR SHALL HAVE THE AUTHORITY TO AWARD ANY LEGAL OR EQUITABLE REMEDY OR RELIEF THAT A COURT COULD ORDER OR GRANT UNDER THIS PRIVACY POLICY IN ACCORDANCE WITH THE LAWS OF THE STATE OF MASSACHUSETTS AND SUBJECT TO THIS PRIVACY POLICY. THE ARBITRATOR, HOWEVER, IS NOT AUTHORIZED TO CHANGE OR ALTER THE TERMS OF THIS PRIVACY POLICY OR TO MAKE ANY AWARD THAT WOULD EXTEND TO ANY TRANSACTION OTHER THAN THAT CONTEMPLATED BY THIS PRIVACY POLICY. ALL STATUTES OF LIMITATIONS THAT ARE APPLICABLE TO ANY DISPUTE SHALL APPLY TO ANY ARBITRATION BETWEEN THE PARTIES HERETO. THE ARBITRATOR WILL ISSUE A DECISION OR AWARD IN WRITING, BRIEFLY STATING THE ESSENTIAL FINDINGS OF FACT AND CONCLUSIONS OF LAW.

BECAUSE THE PARTIES HERETO HAVE AGREED TO ARBITRATE ALL DISPUTES NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING

ARBITRATION AWARDS. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

15. **Waiver of Jury Trial.** Each party hereby waives to the fullest extent permitted by applicable law, any right it may have to a trial by jury of any arbitrable claim under this Policy and in connection with the enforcement of an arbitral award rendered pursuant to this Policy. Each party (i) certifies that no representatives, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of such litigation, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other party hereto have been induced to consent to this Privacy Policy.
16. **Updates to Policy.** We reserve the right to update this Privacy Policy at any time with or without notice. At such time, we will also revise the “last revised” date found at the top of this Policy. We encourage you to periodically review this Privacy Policy. You acknowledge and agree that it is your sole responsibility to regularly review this Policy for modifications.

How to Contact Us

Should you have questions, comments or disputes regarding this Policy, please contact us by mail or email at the following:

EMAIL: Privacy@rcpbio.com

MAIL: Rapid Commercialization Partners Inc.
ATTN: PRIVACY POLICY ADMINISTRATOR
50 JFK Street, Cambridge, MA 02138