

## Privacy Policy

Last modified: October 18, 2018

This Privacy Policy (the “Policy”) describes how Aquestive collects and uses personal information you provide through the Aquestive website, available at [www.aquestive.com](http://www.aquestive.com), and Aquestive’s affiliate product websites that link to this Policy ( collectively the “Websites”) to better provide you with services and information.

Before using the Websites, please read this Policy carefully. Unless otherwise agreed by Aquestive in writing, **by using the Websites, you accept and agree to be bound and abide by this Policy.** If you do not want to agree to this Policy, you must not access or use the Website.

### **1. Information You Provide to Us**

You do not have to provide personally-identifiable information to access or use the Websites. However, to take full advantage of the Websites, you may choose to furnish us with personally-identifiable information through the Websites. For example, if you contact us through the website “Contact us” form or sign up to receive newsletters and future event information, you may be asked to provide your contact information (such as name, email address, and phone number). We will only collect such information through the Websites when you provide it to us voluntarily.

### **2. Automatically Collected Information: Website Use**

Our Website may utilize technologies including "cookies" and web server logs to collect information about how our Websites is used, which may include date and time of visits, the pages viewed and time spent at our Websites, your IP address, and the other websites visited just before and just after our Websites. Cookies are text files placed on your hard disk by our web server to store your preferences. Cookies, by themselves, do not tell us your email address or other personally-identifiable information unless you choose to provide this information to us. However, once you choose to provide the personal information, this information may be linked to the data stored in the cookie. Cookies cannot be used to run programs or deliver viruses to your computer. You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but, if you prefer, you can usually modify your browser setting to decline cookies. For more information on cookies and how to disable them, you can consult the information provided at [www.allaboutcookies.org](http://www.allaboutcookies.org).

We also may collect certain non-personally identifiable information (i.e. generic information that does not identify you personally) when you visit any of the web pages on our Websites, such as the type of browser you are using, the type of operating system you are using, and the domain name of your Internet service provider.

We may use third party data analytics tools, including “Google Analytics,” to collect information about your use of the Websites. Google Analytics collects information such as how often users visit our Websites, what pages they visit and features they use, and what other websites they visited before coming to our Websites. We may use the information we get from Google Analytics to assess the use of and improve our Websites. Our use of Google Analytics includes use of Advertising Features, which collects data about traffic to the Websites through Google advertising cookies and identifiers. Information about the cookies used by Google can be found at <http://www.google.com/policies/technologies/types/>. For more information about the data collected by Google Analytics, please see its privacy policy at <https://www.google.com/policies/privacy/partners/>. You may also prevent your data from being used by Google Analytics by installing the following add-on tool <https://tools.google.com/dlpage/gaoptout>.

### 3. How Do We Use the Personally-identifiable Information We Collect?

We may use the personally-identifiable information you provide on the Websites for the purpose(s) for which you have provided such information, which may include:

- **Responding to Your Inquiries.** We may use your personal information to respond to your inquiries to Aquestive.
- **Communicating with You About Our Company, Business Developments, Products, Programs, and Events.** We may use your personally-identifiable information to send you information about Aquestive's business activities, new products or new events, and other items, products, or services that may be of interest to you.
- **Sending Administrative Emails.** From time to time, we may use your personally identifiable information to send you administrative emails regarding our Websites or changes to this Policy, etc.
- Any other purpose for which you provide such information and any other purpose with your consent.
- Any other purpose permitted by law.

We may use your personally-identifiable information, alone or in combination with your IP address and other automatically-collected information, for purposes of protecting the security and proper functioning of the Websites, fraud detection and prevention, and similar purposes. You agree to our use of your information for such purposes.

If you choose to correspond with us through email, we may retain the content of your email messages together with your email address and our responses.

### 4. How We Share Your Personally-Identifiable Information

We may disclose personally-identifiable information that you provide in the following ways:

To our subsidiaries and affiliates.

To contractors, service providers, and other third parties we use to support the Websites and our business.

To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Aquestive assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Aquestive about our Websites users is among the assets transferred.

To fulfill the purpose for which you provide it.

For any other purpose disclosed by us when you provide the information.

With your consent.

If we do share your personally-identifiable information with a non-affiliated entity or organization, to the extent practical, we request that they protect such information in a manner that is consistent with this Policy. Such third-party companies and their websites are not under our control, however, so we cannot guarantee how these non-affiliated companies will use your personally-identifiable information.

We may also share the personally-identifiable information you provide to us with third parties in the following circumstances: (a) as may be required by law or as we think necessary to protect us or others

from injury (e.g., in response to a court order or subpoena, in response to a law enforcement agency request or when we believe that someone is causing -or about to cause- injury to or interference with the rights or property of another); (b) with other persons or companies with whom we contract to carry out our Websites operations or our organization activities (for example, third parties who assist us with web analytics, fraud detection services, or email list management); and/or (c) with our affiliated companies, in accordance with this Policy.

#### **5. Use and Disclosure of Automatically Collected Website Use Information**

We sometimes use the non-personally-identifiable information that we collect to improve the design and content of our Websites and to enable us to personalize your Internet experience. We also may use this information in the aggregate to analyze how our Websites are used, as well as to offer you information about our programs, events, or services. Sometimes we share aggregate information with others, including affiliated entities or organizations. We use your IP address, and the IP addresses of all users, to calculate usage levels on the Websites, to help diagnose problems with the Websites servers, and to generally administer the Websites. Your IP address is or may be used to help identify you, to track activity within our Websites and to gather broad demographic information. As noted above, we (or our third-party service providers) may use your IP address and other automatically-collected information, alone or in combination with personally-identifiable information that you provide to us, to detect improper use of the Websites and to take appropriate steps to address such actions.

#### **6. Children's Privacy**

We do not knowingly collect personal information from children under 18 years of age.

#### **7. Do Not Track Disclosure**

Some web browsers may transmit "do-not-track" signals to websites with which the browser communicates. Our Websites do not currently respond to these "do-not-track" signals.

#### **8. Changes to this Policy**

Because our business needs may change over time, we reserve the right, at our discretion, to change, modify, add, or remove portions from this Policy at any time. Your continued use of the Websites following the posting of any changes to this Policy means you accept such changes.

#### **9. Data Security**

We have implemented measures designed to secure your personally-identifiable information from accidental loss and from unauthorized access, use, alteration, and disclosure. The safety and security of your information also depends on you. Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to or through the Websites or stored information collected through your use of the Websites. Any transmission of personal information is at your own risk.

#### **10. Choice/Opt-Out and Managing Preferences**

You can opt-out of receiving e-mail communications from us (other than certain administrative emails) by following the opt-out instructions contained in such e-mails or you may contact us at [1-833-AQUESTV](tel:1-833-AQUESTV) to change your preferences. Please be aware that we will process your request as quickly as we reasonably can, but it may not be possible to update our systems immediately. In addition, you should be aware that it is not always possible to completely remove or delete all of your information from our databases without some residual data because of backups and other reasons.

#### **11. How to Contact Us**

We welcome your questions, comments and or concerns about this Policy or about the Websites. To contact us, please contact us at [1-833-AQUESTV](tel:1-833-AQUESTV).

## Website Terms of Use

Last modified: October 3, 2018

These Terms of Use are entered into by and between you, the user, (“**You**”) and Aquestive Therapeutics, Inc. (“**Aquestive**,” “**We**,” or “**Us**”) and govern your use of [www.aquestive.com](http://www.aquestive.com) (the “**Website**”). By using the Website, you agree to these Terms of Use.

The Website is offered and available to persons residing in the United States. We make no claims that the Website or any of its content or services of Aquestive are accessible or appropriate outside of the United States. Dissemination of product information or other content on the Website may be subject to different medical requirements or regulations in other jurisdictions. If you reside or are located outside the United States, you are responsible for compliance with local laws. By using the Website, you represent and warrant that you reside in the United States and are of legal age to form a binding contract with Aquestive.

**THIS WEBSITE DOES NOT PROVIDE MEDICAL OR PROFESSIONAL SERVICES ADVICE.** No content on the Website should be construed as advice or recommendations regarding any health decision, treatment, or diagnosis, and should not be substituted for consultation with your licensed healthcare profession.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

### **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Aquestive or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

### **Intellectual Property Rights**

The Website and all content, features, and functionality thereon, including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Aquestive, its affiliated entities, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

You may use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.

You must not:

- Modify copies of any materials from the Website.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website.

No right, title or interest in or to the content of the Website is transferred to you, and all rights not expressly granted are reserved by Aquestive. Any use of the Website not expressly permitted by this Agreement is a breach hereof and may violate copyright, trademark and other laws.

### **Trademarks**

Aquestive Therapeutics, Inc. and the terms AQUESTIVE, AQUESTIVE THERAPEUTICS, the AQUESTIVE logo, and all related names, logos, product and service names, designs, and slogans on the Website are registered and unregistered trademarks and trade names of Aquestive or its affiliated entities or licensors. You must not use such marks without the prior written permission of Aquestive. All other names, logos, product and service names, designs, and slogans on the Website are the trademarks of their respective owners.

### **Information, News and Press Releases**

The Website may contain information, news and/or press releases about Aquestive. While this information was believed to be accurate as of the date it was prepared, Aquestive disclaims any duty or obligation to update this information, news or any press releases. Information about companies other than Aquestive contained in the news, press releases or otherwise should not be relied upon as being provided or endorsed by Aquestive.

### **User Submissions Non-Confidential Communication**

Certain areas of this Website enable you to submit e-mails, or otherwise provide feedback or information to Aquestive. Please note that any personal or contact information that you may provide to us through such means will be governed by our Privacy Policy. Although we encourage visitors to contact us through our Website, please do not submit any information that you consider to be confidential or proprietary via such means.

You agree that by submitting content:

- if you are a health care professional, you will not submit any information that would directly identify a patient or any information for which you do not have all necessary consents or authorizations to disclose;
- you will only submit content that complies with applicable law, and will not submit content that is abusive, defamatory, obscene, infringing, threatening, repetitive, or otherwise inappropriate, or that contains any viruses or other software that may adversely affect the operation of another's computer;
- you understand and agree that such content that is submitted to a feedback page, will be deemed non-confidential; and
- you grant to Aquestive the irrevocable right to use, copy, modify, publish, perform, transmit and display such content via any media in accordance with this User Agreement, and waive any moral rights you may have in such content. Subject to all applicable

federal laws, Aquestive shall be free to use such content, including any ideas, concepts, know-how, or techniques contained in such content, for any reason whatsoever.

### **Linking Policy and Third Party Links**

Unless otherwise set forth in a written agreement between you and Aquestive, you must adhere to Aquestive's linking policy as follows: (i) any link to an Aquestive website must be a text only link clearly marked "Aquestive WEBSITE"; (ii) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with Aquestive's names and trademarks; (iii) the link must "point" to the root domain name of the Aquestive Website and not to other pages within the Website; (iv) the appearance, position and other attributes of the link may not create the false appearance that your organization or entity is sponsored by, affiliated with, or associated with Aquestive; (v) when selected by a user, the link must display the Website on full-screen and not within a "frame" on the linking website; and (vi) Aquestive reserves the right to revoke its consent to the link at any time and in its sole discretion.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

If the Website contains links to other websites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Disclaimer of Warranties, Limitation of Liability and Indemnification**

**Disclaimer of Warranties.** We take reasonable steps to provide secure, timely, accurate and complete information on the Website. However, it is possible that information contained or made available on the Website may be incorrect or not current. Further, the Internet has inherent risks and we cannot guarantee that your access to and use of the Website will be uninterrupted or error free or that the Website, or sites to which it may link, will be free from loss, corruption, attack, interference, hacking or other security intrusion. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our sites for any reconstruction of any lost data.

If you notice any errors or omissions in the information contained on the Website or other concerns, please report them to us for investigation.

ALL CONTENT ON THIS WEBSITE IS PROVIDED TO YOU ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. AQUESTIVE MAKES NO WARRANTY AS TO THE ACCURACY,

COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY CONTENT AVAILABLE THROUGH THE WEBSITE. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. USE OF THE WEBSITE AND THE CONTENT AVAILABLE ON THE WEBSITE IS AT YOUR SOLE RISK. AQUESTIVE MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU OBTAIN FROM THE WEBSITE IS FREE OF VIRUSES.

**Limitation of Liability.** AQUESTIVE AND ANY AND ALL OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “AQUESTIVE PARTIES”) SHALL NOT BE LIABLE FOR DAMAGES OR LOSSES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE OR ANY CONTENT PROVIDED ON THE WEBSITE INCLUDING, BUT NOT LIMITED TO, DAMAGES CAUSED BY YOUR RELIANCE ON THE ACCURACY, COMPLETENESS OR TIMELINESS OF INFORMATION PROVIDED ON THE WEBSITE OR YOUR PROVISION OF INFORMATION TO THE WEBSITE, EXCEPT THAT THE FOREGOING SHALL NOT PRECLUDE RECOVERY OF DAMAGES FOR PERSONAL INJURY, LOSS OR DAMAGE TO PERSONAL PROPERTY, OR UNAUTHORIZED USE OR DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION CAUSED BY THE AQUESTIVE PARTIES’ NEGLIGENCE, GROSS NEGLIGENCE, RECKLESSNESS, FRAUD OR OTHER WILFUL, UNCONSCIONABLE OR INTENTIONAL MISCONDUCT. NOTHING HEREIN SHALL BE CONSTRUED TO LIMIT THE CLEARLY ESTABLISHED LEGAL RIGHT OF A CONSUMER TO RECOVER ATTORNEYS’ FEES OR OTHER REMEDIES AFFORDED BY STATUTE OR OTHER LAW.

**Indemnification.** You agree to defend, indemnify and hold harmless the Aquestive Parties from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website content other than as expressly authorized in these Terms of Use, your violation of the rights of a third party, or any negligent acts, fraud, omissions or intentional wrongdoing by you.

The foregoing Disclaimer of Warranties, Limitation of Liability and Indemnification provisions shall apply to the fullest extent permitted by law.

### **Governing Law**

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with United States Federal law, where applicable, and the internal laws of the State of New Jersey, without giving effect to any choice or conflict of

law provision or rule (whether of the State of New Jersey or any other jurisdiction) that would require the application of a different state's law.

### **Waiver and Severability**

No waiver by Aquestive of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Aquestive to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Securities Laws**

This Website may include forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as "anticipate," "believe," "could," "estimate," "expects," "intend," "may," "plan," "potential," "project," "will," "would," or the negative of those terms, and similar expressions, are intended to identify forward-looking statements. Such statements include, but are not limited to, statements about regulatory approvals and pathways, clinical trial timing and plans, the achievement of clinical and commercial milestones, future financial and operating results, business strategies, market opportunities, financing, and other statements that are not historical facts. These forward-looking statements are based on Aquestive's current expectations and beliefs and are subject to a number of risks and uncertainties that could cause actual results to differ materially from those described in the forward-looking statements. Such risks and uncertainties include, but are not limited to, risks associated with Aquestive's development work, including any delays or changes to the timing, cost and success of Aquestive's product development activities and clinical trials; the risks of delays in FDA approval of Aquestive's drug candidates or failure to receive approval; the risks inherent in commercializing a new product (including technology risks, financial risks, market risks and implementation risks and regulatory limitations); development of Aquestive's sales and marketing capabilities; the rate and degree of market acceptance of Aquestive's product candidates; the success of any competing products; the size and growth of Aquestive's product markets; the effectiveness and safety of Aquestive's product candidates; risks associated with intellectual property rights and infringement; unexpected patent developments; and other risks and uncertainties affecting Aquestive. As with any pharmaceutical product candidate under development, there are significant risks with respect to the development, regulatory approval and commercialization of new products. Given these uncertainties, you should not place undue reliance on these forward-looking statements, which speak only as of the date made. All subsequent forward-looking statements attributable to Aquestive or any person acting on Aquestive's behalf are expressly qualified in their entirety by this cautionary statement. Aquestive has no obligation to update any such forward-looking statement on the Website as a result of new information, later events, or other circumstances. The Website and the information contained herein does not constitute an offer or a solicitation of an offer for sale of any securities.

None of the information contained herein is intended to be, and shall not be deemed to be, incorporated into any of Aquestive's securities-related filings or documents.