

Terms and Conditions

- 1. OVERVIEW.** The TaroCares Program (the “**Program**”) is offered by Taro Pharmaceuticals Inc. (“**TARO**” or the “**Sponsor**”). The Program starts on July 1, 2021 at 9:00AM (EDT) and may end at any time at the discretion of the Sponsor. The Program is comprised of patient copay assistance payable to the patient’s pharmacy in the form of a copay assistance card issued by NexgenRx Inc. (“NexgenRx”). The program covers a portion of the patient’s out-of-pocket expenses on qualifying Sponsor products and is subject to the terms and conditions herein.
- 2. COVERAGE.** The Program will cover up to twenty three percent of the provincial list price (excluding Quebec) of the following products but the Sponsor may increase, decrease or end this coverage, in respect of any one or more of the products, at any time: TARO-BOSENTAN Tablets 62.5 mg and 125 mg (DINs 02483130 and 02483149), TARO-DASATINIB Tablets 20 mg, 50 mg, 70 mg, 80 mg, 100 mg and 140 mg (DINs 02499282, 02499304, 02499312, 02499320, 02499339 and 02499347), TARO-DEFERASIROX Tablets 90 mg, 180 mg and 360 mg (DINs 02507315, 02507323 and 02507331), TARO-FAMPRIDINE Tablets 10 mg (DIN 02482398) and TARO-FINGOLIMOD Capsules 0.5 mg (DIN 02469618).
- 3. ELIGIBILITY.** This copay assistance offer is contingent on the purchase of TARO-BOSENTAN Tablets, TARO-DASATINIB Tablets, TARO-DEFERASIROX Tablets, TARO-FAMPRIDINE Tablets, or TARO-FINGOLIMOD Capsules from an accredited Canadian retail pharmacy and must be completed on the date the prescription is dispensed to the patient. The Sponsor may remove or add products to the program at any time. To be eligible the patient must have a valid prescription with the dispensing pharmacy. The Program is void in the province of Quebec and where otherwise prohibited.
- 4. PERSONAL INFORMATION.** Personal information collected will be used by the Sponsor only for the purpose of administering the Program and as specified in the Taro Pharmaceuticals Inc. privacy policy. By using the Program copay assistance card, the patient (and the holder of the card, if different from the patient) consents to the collection, use and disclosure by NexgenRx of the patient’s personal information (and the holder’s personal information, if the holder is different from the patient) for claims adjudication and related purposes as set out in NexgenRx Privacy Policy found at www.nexgenrx.com. For assistance using the Program copay assistance card please call the NexgenRx Customer Service Center at 1-866-394-3648 Mon – Fri 8AM – 6PM EST.
- 5. ADDITIONAL TERMS AND CONDITIONS.** Sponsor reserves the right, at any time in its sole discretion, to withdraw or terminate the Program, or to alter the Program in any way including amending these Terms and Conditions, without prior notice in the event of: (i) any error, technical problem, fraud, or any other cause beyond the reasonable control of Sponsor that interferes with the proper conduct of the Program; and/or (ii) any accident, printing, administrative or other error of any kind. Moreover, Sponsor reserves the right to revise these Terms and Conditions at any time by updating this posting, and by continuing to participate in the Program you (the patient, or the holder of the copay assistance card if different from the patient) are deemed to have agreed to any and all changes to these Terms and Conditions. Your eligibility and entitlement to participate or continue to participate in the Program may be terminated by the Sponsor if you violate these Terms and Conditions or make any misrepresentation or engage in any fraudulent activity in connection with the Program or a copay assistance submission. SPONSOR MAKES NO WARRANTY OF ANY KIND REGARDING THE PROGRAM, WHICH IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SPONSOR EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR A WARRANTY THAT THE PROGRAM WILL BE ERROR-FREE. SPONSOR FURTHER DISCLAIMS ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS AND TIMELINESS OF ANY CONTENT OR INFORMATION DISTRIBUTED WITH RESPECT TO THE PROGRAM.

You agree that these Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of Ontario, without giving effect to any choice of law or conflict of law rules, and consent to the jurisdiction and venue of the courts of the Province of Ontario. In the event of any conflict between these Terms and Conditions and any Program materials, these Terms and Conditions shall prevail. These Terms and Conditions constitute the entire agreement between Program participants and Sponsor pertaining to the subject matter hereof. No waiver of any provisions of these Terms and Conditions shall be deemed to constitute a waiver of any other provision herein, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.