

CASE/0793/11/25

COMPLAINANT v ASPARGO UK LTD

Alleged promotion of Hezkue on LinkedIn

CASE SUMMARY

This case was in relation to a LinkedIn post made by Aspargo Laboratories, Inc. which contained information about an Aspargo medicine, Hezkue (sildenafil). The complainant alleged that the post was promotional and had been liked by employees of Aspargo UK, thereby disseminating it throughout their networks, which included members of the public.

The outcome under the 2024 Code was:

Breach of Clause 5.1	Failing to maintain high standards
Breach of Clause 26.1	Advertising a prescription only medicine to the public
No Breach of Clause 26.2	Requirement that information about prescription only medicines which is made available to the public must be factual, balanced, must not raise unfounded hopes of successful treatment or encourage the public to ask their health professional to prescribe a specific prescription only medicine.

**This summary is not intended to be read in isolation.
For full details, please see the full case report below.**

FULL CASE REPORT

A complaint about Aspargo UK was received from a contactable complainant who described themselves as a member of the public.

COMPLAINT

The complaint wording is reproduced below:

“a clearly promotional LinkedIn post has been liked by members of the UK affiliate which has shared throughout their network which includes non-healthcare related persons. The UK contracted employees are [three named employees].”

When writing to Aspargo, the PMCPA asked it to consider the requirements of Clauses 26.1, 26.2 and 5.1 of the 2024 Code.

ASPARGO'S RESPONSE

The response from Aspargo is reproduced below:

"Thank you for your time on 5 March 2026 and providing us the opportunity to put forward our points in relation to the complaint.

Actual complaint

Aspargo is in full agreement with the ABPI Code of Practice and with the principle that the alleged conduct described would constitute a direct and serious violation of accepted pharmaceutical compliance standards, i.e. promotion of a POM to the public. We wish to make clear that this was unintentional, and that such conduct is wholly inconsistent with Aspargo's values, policies, and operating procedures.

The social media post was generated in the US and not intended for UK audiences. However, we recognise that globally accessible digital content may still fall within the scope of the ABPI Code where there is potential for UK visibility.

LinkedIn interaction by UK employees

While the activity was undertaken by a contracted third party, Aspargo acknowledges its responsibility for the actions of all individuals acting on its behalf. It is important to note, however, that upon procuring the services of the agency, its employees were trained on Aspargo processes, including how to handle social media engagement.

Post complaint

Upon becoming aware of this activity, immediate corrective action was taken. A formal communication was issued to the Aspargo UK team reiterating the requirements of the SOP - clearly stating that employees must refrain from engaging with promotional content on social media platforms, including liking, sharing or commenting on such posts. Furthermore, the post in question was immediately removed and confirmation was obtained that no further engagement with the post would occur.

Training

The UK affiliate has a clearly defined and established Standard Operating Procedure (SOP) governing social media activity and external communications. All UK-contracted employees receive mandatory training on this SOP, which includes explicit guidance on the restrictions applicable to promotional content, social media engagement, and the requirement to avoid any activity that could result in dissemination beyond healthcare professionals.

Further refresher guidance has been provided to reinforce expectations and ensure continued understanding of compliance requirements. All materials falling within the scope of the ABPI Code are reviewed by a UK-based medical signatory.

Finally, we have also reviewed our processes for oversight of global social media activity to ensure clearer controls around potential UK visibility.

Conclusion

Aspargo takes its obligations under the Code very seriously and remains committed to maintaining the highest standards of compliance. Appropriate systems, training, and

corrective actions are in place, and we continue to review these to ensure their effectiveness.”

Further response from Aspargo

Further information was provided by Aspargo in response to a request for additional information by the CPM.

The response from Aspargo is reproduced below:

- “1. Are you able to provide a copy of the LinkedIn post at issue in this complaint? If not, do you accept that the copy of the post provided by the complainant and the 'likes' seen in the screenshot are accurate?

We accept that the copy of the post provided by the complainant and the 'likes' seen in the screenshot are accurate

2. Please provide details of the specific individuals who interacted with the LinkedIn post that is the subject of the complaint ([three named employees]), including:
- a. their job titles,
 - b. whether they are, or were, employed directly by Aspargo UK or engaged via a third-party agency,
 - c. whether your contracts with them included obligations relating to compliance with the ABPI Code and/or Aspargo's social media SOP; and
 - d. whether any contractual or disciplinary action was taken following the incident.

[Employee 1 (job title)], [Employee 2 (job title)], and [Employee 3 (job title)] were not employed directly by Aspargo when the post was made. At the time the notification was received on 21st January, only [Employee 3] was a UK Aspargo employee. [Employee 1] and [Employee 2] had left Aspargo by the time the notification was received.

All had received training on Aspargo social media and other SOPs as well as compliance training. [Employee 2] and [Employee 3], who were contracted through [a third party], had also received ABPI compliance training as part of their onboarding.

Following the incident, [Employee 3] was informed about this incident and was retrained on the SOP for media as well as ABPI compliance. This was further reinforced with additional training provided to the wider team. [Further information about Employee 3 after the date of the LinkedIn post and unrelated to the matter of complaint.]

3. The social media SOP you provided requires that corporate social media posts be reviewed, approved and certified before UK employees may interact with them. Please confirm whether the post at issue had been through this certification process at the time of the interactions complained of. If it had been certified, please provide a copy of the relevant certificate of approval or briefing document. If it had not been certified, please explain how the interactions occurred in the absence of certification.

This was a global not meant for UK audience, hence was not certified.

4. The training evidence provided consists primarily of email confirmations dated January 2026, following receipt of the complaint in November 2025. Please provide evidence that the specific individuals who are the subject of the complaint had received training before the date of the Linked In post e.g. training completion records, learning management system logs, attendance records.

Please find attached snapshot of the training logs for the said individuals. As we are a startup this was done in excel.

5. Please confirm the date from which [named signatory] has been engaged as Final Medical Signatory for Aspargo UK, and also please confirm that [their] details have been notified to the MHRA.

Yes, change in signatory has been notified to MHRA.”

PANEL RULING

The complainant in this case alleged that a LinkedIn post that was “clearly promotional” had been liked by three UK-contracted employees, which had shared it throughout their networks “which included non-healthcare related persons”.

The Panel noted that the complaint related to matters which pre-dated Aspargo agreeing to comply with the Code and accept the jurisdiction of the PMCPA. The Panel bore in mind the long-established principle that if the subject matter of the complaint was potentially a matter covered by UK law the complaint would be considered in the usual way.

The post was made by the Aspargo Laboratories, Inc. account. It stated:

“Last week, we had the privilege of engaging with physicians in London and Manchester to share groundbreaking data on hashtag #HEZKUE.

Our [job title] [tagged user account] highlighted the unique clinical profile of HEZKUE—the only oral liquid sildenafil for erectile dysfunction—with:

- ☒ Absorption in 5 minutes
- ☒ Little to no food effect
- ☒ Flexible and consistent delivery with each 12.5 mg in each pump

It was an honor to have [three tagged user accounts] join the panel, enriching the discussion around the evolving needs in men’s health and the critical importance of accessible, effective treatment options. The level of interest and dialogue underscores the importance of innovation in ED management and the transformational role HEZKUE can play for patients.

More exciting news to come!

#AspargoLabs #ErectileDysfunction #HEZKUE #MensHealth #LiquidSolutions.”

The post also included three photographs from the meeting; the Panel noted that one photograph included a presentation slide on which the title was legible and read “HEZKUE Outperforms Oral Tablet formulations in Speed, Concentration, and Reliability Post-Meal”.

Aspargo submitted that the post was generated in the US and was not intended for UK audiences. Aspargo accepted that globally accessible digital content may still fall within the scope of the ABPI Code where there is potential for UK visibility. In the Panel's view, proactive dissemination of the post by a UK employee interacting with ('liking') it would bring the post within the scope of the UK Code.

While Aspargo submitted that the three individuals named by the complainant were not employed directly by Aspargo when the post was made, it acknowledged its responsibility for the actions of all individuals acting on its behalf. The Panel understood from Aspargo's submission that at least one of the named individuals who had 'liked' the post was contracted to Aspargo UK at the time of the activity at issue.

The Panel considered that the interaction amounted to proactive dissemination of the LinkedIn post by a UK-based employee/contractor to their network, which likely included members of the public. The Panel considered that the content of the post was promotional for Aspargo's medicine, Hezkue (sildenafil): the post contained the name of the medicine, its indication, and several claims. Accordingly, the Panel ruled a **breach of Clause 26.1** for promoting a prescription only medicine to the public.

Clause 26.2 required that information about prescription only medicines which is made available to the public either directly or indirectly must be factual and presented in a balanced way. It must not raise unfounded hopes of successful treatment or be misleading with respect to the safety of the product. Statements must not be made for the purpose of encouraging members of the public to ask their health professional to prescribe a specific prescription only medicine. In the Panel's view, the complainant had not made a specific allegation under Clause 26.2. On the narrow basis of the allegation, the Panel ruled **no breach of Clause 26.2**.

Clause 5.1 required companies to maintain high standards at all times. The supplementary information to that clause stated that companies should have policies or similar, to clearly communicate corporate standards, expectations and behaviour, and should provide appropriate training.

Aspargo submitted that the UK affiliate had "a clearly defined and established Standard Operating Procedure (SOP) governing social media activity and external communications. All UK-contracted employees receive mandatory training on this SOP, which includes explicit guidance on the restrictions applicable to promotional content, social media engagement, and the requirement to avoid any activity that could result in dissemination beyond healthcare professionals". It also stated that, "upon procuring the services of the agency, its employees were trained on Aspargo processes, including how to handle social media engagement". Aspargo submitted that all three named individuals who had interacted with the post had received training on social media and other SOPs, and compliance and ABPI training when they began working for Aspargo.

The Panel noted that it did not have evidence before it to confirm that the three individuals had received training specifically on social media before receipt of this complaint (November 2025). Aspargo provided an email that showed that the social media SOP had been circulated in July 2025 for reading and understanding, but there was no evidence that it had been shared with agency employees. Aspargo submitted that training was tracked in an Excel spreadsheet and provided a screenshot of the relevant records. The Panel observed, however, that the records showed "SOPs, GxP trainings" and "Compliance policies" were recorded as "Ongoing" for the

three individuals, while some other training was shown as being completed between April and June 2025. The Panel considered that it was important that employees fully understood the requirements and responsibilities within SOPs and policies, and that companies maintain accurate training records.

The SOP on the use of social media provided to the Panel by Aspargo was dated June 2025. While the SOP included the instruction (in Section 5.1.2, 'General Principles – Prohibited Conduct'), that "UK staff must not like, share, repost, comment on, or quote any corporate social media posts from Aspargo Labs Italy or Global unless approved through the certification process and instructions for interactions disseminated via a briefing document", the Panel had some concerns about the clarity of the SOP. Section 4.1 stated, among other things, that all UK employees and contractors must not "comment, like, share, quote, or repost any content from corporate social media channels unless prior review and certification has occurred (see Section 5.2)." Section 5.2 did not appear to be the correct reference; the Panel thought it more likely that this should have referred to Section 5.3, 'Review and Examination or Certification of Corporate Posts for UK Interaction'. In the Panel's view, the wording in section 4.1 about prior review and certification was ambiguous in terms of whether the requirement was review and certification of the interaction or of the original post. Also, in the Panel's view, it could be interpreted as permitting UK employees to interact with any certified post, including global or corporate posts that might not be appropriate for a UK audience.

The Panel noted that the complainant's allegation was limited to the interactions with the LinkedIn post by the three named individuals. However, in the context of Clause 1.2 and when information about medicines placed on the internet outside the UK would come within the scope of the Code, the Panel noted that the original post was made by an Aspargo corporate LinkedIn account (in the US) and the content of the post made explicit reference to engagement with health professionals in the UK.

In the Panel's view, there was a predictable risk of UK-based employees or contractors interacting with a LinkedIn post made by an Aspargo corporate social media account, particularly when that post related to activity within the UK. The Panel was concerned about the effectiveness of Aspargo's SOP and training, given the interactions at issue were with a post that was so clearly promotional for a prescription only medicine.

While Aspargo submitted that the post was generated in the US and not intended for a UK audience, the Panel was very concerned that the content of the post would mean it would be of particular interest to a UK audience. It was not clear to the Panel how the post had been approved for publication by the US affiliate and it did not appear that any steps had been taken to signpost or limit the audience of the post.

Taking into account its concerns about the clarity and effectiveness of Aspargo's social media SOP and training, and the UK-focused promotional content of the original post, the Panel considered that Aspargo had not maintained high standards in this regard. The Panel ruled a **breach of Clause 5.1**.

Complaint received **5 November 2025**

Case completed **25 August 2026**