[EXECUTION COPY]

LICENSE AND DEVELOPMENT AGREEMENT
(Dronabinol Controlled Release Mucoadhesive Tablets)

by and between

INTELGENX CORP.

and

TETRA BIO-PHARMA INC.

Dated as of March 31, 2017

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LICENSE AND DEVELOPMENT AGREEMENT
(Dronabinol Controlled Release Mucoadhesive Tablets)

This LICENSE AND DEVELOPMENT AGREEMENT (together with any Schedules and Exhibits hereto (the "Agreement") is entered into as of March 31, 2017 (the "Effective Date") by and between IntelGenx Corp., a Canadian corporation ("IntelGenx"), and Tetra Bio-Pharma Inc., a Canadian corporation ("Tetra"). IntelGenx and Tetra are sometimes referred to hereinafter individually as a "Party" and collectively as the "Parties."

RECITALS:

A. IntelGenx owns patented and trade secret proprietary technology platform related to the AdVersa® technology concerning mucoadhesive controlled release tablets containing active pharmaceutical ingredients.

B. IntelGenx has undertaken certain development activities relating to the development of a drug product containing dronabinol that is formulated as an oral mucoadhesive tablet based on IntelGenx AdVersa® technology.

C. IntelGenx and Tetra desire to collaborate on the development of a drug product containing dronabinol that is formulated to be an oral mucoadhesive tablet ("the Product") (as defined below).

C. Tetra wishes to obtain the sole and exclusive right to commercialize the Product in the Territory and IntelGenx desires to grant such a sole and exclusive right to Tetra, pursuant to the terms and subject to the conditions set forth in this Agreement.

D. In consideration of the mutual representations, warranties and covenants contained herein, the Parties agree as follows:

1. INTERPRETATION AND CONSTRUCTION; DEFINITIONS

1.1 **Certain Definitions**. As used herein, the following terms shall have the following meanings:

1.1.1 "Acceptance Event" has the meaning ascribed to such term in Section 8.2.1.

1.1.2 "Acquisition" has the meaning set forth in Section 12.2.3.

1.1.3 "Act" means, as applicable, the United States ("U.S.") Federal Food, Drug, and Cosmetic Act of 1938, as amended (21 U.S.C. §§ 301 *et seq.*).

1.1.4 "Adverse Drug Experience" means any of: an "adverse drug experience," a "life-threatening adverse drug experience," a "serious adverse drug experience," or an "unexpected adverse drug experience," as those terms are defined at either 21 C.F.R. § 312.32 or

21 C.F.R. § 314.80, and any other applicable regulations promulgated by the FDA and Health Canada or other applicable Regulatory Authority in the Territory, as related to the use of the Product which requires reporting to a Regulatory Authority.

1.1.5 "Affiliate" of a Person means any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such first Person. As used in this definition of Affiliate, "control" and, with correlative meanings, the terms "controlled by" and "under common control with," shall mean to possess the power to direct the management or policies of a Person, whether through: (a) direct or indirect beneficial ownership of fifty percent (50%) or more of the voting interest in such entity; (b) the right to appoint fifty percent (50%) or more of the directors of such entity; or (c) by contract or otherwise. The Parties acknowledge and agree that under no circumstances shall the term "Affiliate" as defined herein mean as to either Party, for any purpose, any (i) Venture Entity having, directly or indirectly, an interest in or controlling, alone or with others, such Party, or (ii) other Persons in which such Venture Entity have an interest or are controlled by, controlling or are under common control with such Person, unless such Party directly possesses the power to control and direct management of such other Persons.

1.1.6 "Agreement" has the meaning set forth in the Preamble of this Agreement.

1.1.7 "Alliance Manager" has the meaning set forth in Section 3.1.4.

1.1.8 "ANDA" means a new drug application submitted pursuant to the requirements of the FDA under 21 U.S.C. § 355(j).

1.1.9 "ANDS" means an abbreviated new drug submission submitted pursuant to the requirements of Health Canada under section C.08.002.1 of the *Food and Drug Regulations*.

1.1.10 "API" means, with respect to the Product, the active pharmaceutical ingredient(s) in such Product.

1.1.11 "Applicable Law" means all laws, rules and regulations, including any rules, regulations, guidelines, or other requirements of Regulatory Authorities, applicable to the Development, Commercialization or Supply of the Product, as the case may be, that may be in effect from time to time in the Territory (including, without limitation, cGCP, cGLP, cGMP, DQSA, and FCPA).

1.1.12 "Appointed Legal Counsel" has the meaning set forth in Section 14.3.2.3.

1.1.13 "At-Risk Launch" means a First Commercial Sale of the Product during any time that patent litigation arising out of or in connecting with the Product or any technology used or contained in the Product is threatened in writing or ongoing.

1.1.14 "Bankruptcy Code" has the meaning set forth in Section 15.15.

1.1.15 "Bankruptcy Event" means the occurrence of any of the following with respect to a Party: (a) such Party files in any court or agency, pursuant to any statute or regulation of any state or country, a petition in bankruptcy or insolvency or for reorganization; (b) such Party

files for an arrangement or for the appointment of a receiver or trustee of such Party or of its assets; (c) such Party is served with an involuntary petition against it, filed in any insolvency proceeding, and such petition is not be dismissed within sixty (60) days after the filing thereof; or (d) the dissolution or liquidation of such Party, or such Party shall make an assignment for the benefit of its creditors.

1.1.16 "Blocking IP" has the meaning set forth in Section 8.4.1.

1.1.17 "Business Combination" means with respect to a Party, any of the following events: (a) any Third Party (or group of Third Parties acting in concert as a "group" within the meaning of Section 13(d) of the Securities Exchange Act of 1934, as amended) acquires (including by way of a tender or exchange offer or issuance by such party), directly or indirectly, beneficial ownership or a right to acquire beneficial ownership of shares of such Party representing fifty percent (50%) or more of the voting shares (where voting refers to being entitled to vote for the election of directors) then outstanding of such Party; (b) such Party consolidates with or merges into another corporation or entity which is a Third Party, or any corporation or entity which is a Third Party consolidates with or merges into such Party, in either event pursuant to a transaction in which more than fifty percent (50%) of the voting shares of the acquiring or resulting entity outstanding immediately after such consolidation or merger is not held by the holders of the outstanding voting shares of such Party immediately preceding such consolidation or merger; or (c) such Party sells, transfers, leases or otherwise disposes of all or substantially all of its assets to a Third Party.

1.1.18 "Business Day" means any day other than a Saturday or Sunday on which banking institutions in Ontario, Canada and Quebec, Canada are open for business.

1.1.19 "Calendar Quarter" means the three (3) month period in any given calendar year ending on March 31, June 30, September 30 and December 31.

1.1.20 "CAN" or "CAN dollars" means Canadian dollars.

1.1.21 "Certificate of Analysis" means the certificate evidencing the analytical tests conducted on a specific lot of the Product reflecting that such Product and any raw materials used therein conform to the relevant Specifications and setting forth, *inter alia*, the items tested and test results, and accompanied by all documentation required by Applicable Law and/or a Regulatory Authority to Commercialize the Product in the Territory. The Certificate of Analysis shall be in a format agreed to by the Parties.

1.1.22 "Certificate of Compliance" means the certificate evidencing that the Product delivered to Tetra was manufactured in accordance with Applicable Law, and any applicable Regulatory Approvals. The Certificate of Compliance shall be in a format agreed to by the Parties.

1.1.23 "cGCP" means the applicable regulatory requirements for current good clinical practices promulgated by the FDA, including under 21 C.F.R. § 50, as the same may be amended from time to time, and any equivalent non-U.S. regulations or standards, if and as applicable.

1.1.24 "cGLP" means the applicable regulatory requirements for current good laboratory practices promulgated by the FDA, including under 21 C.F.R. § 58, as the same may be amended from time to time, and any equivalent non-U.S. regulations or standards, if and as applicable.

1.1.25 "cGMP" means the applicable regulatory requirements for current good manufacturing practices promulgated by the FDA, including under 21 C.F.R. Parts 210 and 211, as the same may be amended from time to time, and any equivalent non-U.S. regulations or standards, if and as applicable.

1.1.26 "Commercialization" means any and all activities directed to marketing, promoting, distributing, offering for sale and selling the Product. When used as a verb, "Commercialize" means to engage in Commercialization.

1.1.27 "Commercially Reasonable Efforts" means, with respect to a Party and its obligations under this Agreement with respect to the Product, those efforts and resources (including, without limitation, the promptness in which such efforts and resources would be applied) by that Party consistent with usual practices of a similarly situated company as the applicable Party with respect to a pharmaceutical Product which is at a similar stage of research, development or commercialization (as the case may be), and with similar market potential as an applicable Product and at a similar stage in life cycle, taking into account, as applicable: that Product's profile of efficacy and safety; proprietary position, including patent and regulatory exclusivity; regulatory status, including anticipated or approved labeling and anticipated or approved post-approval requirements; present and future market and commercial potential, including the competitiveness of the marketplace; any legal and regulatory issues involved, the profitability of the applicable Product and other relevant factors, including technical, legal, scientific, medical, sales performance, and/or marketing factors.

1.1.28 "Competing Product" means a Drug Product, other than the Product, that:

Redacted: producted

1.1.29 "Confidential Information" has the meaning set forth in Section 10.1.

1.1.30 "Confidentiality Agreement" means certain Confidentiality Agreement between Tetra and IntelGenx dated December 8, 2016.

1.1.31 "Control" or "Controlled" means, with respect to any Intellectual Property, the possession (whether by ownership, license or sublicense, other than by a license, sublicense or other right granted (but not assignment) pursuant to this Agreement) by a Party (or its Affiliate) of the ability to assign or grant to the other Party the licenses, sublicenses or rights to access and use such Intellectual Property as provided for in this Agreement, without violating the terms of any agreement or other arrangement with any third Party in existence as of the time such Party would be required hereunder to grant such license, sublicense, or rights of access or use.

1.1.32 "CPA Firm" has the meaning set forth in Section 8.9.

1.1.33 "Development" means drug development activities which occur in connection with or as a condition of seeking or obtaining Regulatory Approval including, among other things: test method development and stability testing, formulation, process development, manufacturing scale-up, development-stage manufacturing, cGMP audits, cGCP audits, cGLP audits, analytical method validation, manufacturing process validation, cleaning validation, scale-up, quality assurance/quality control development, statistical analysis and report writing, pilot bioequivalence studies, pivotal bioequivalence studies, any other research or regulatory study, regulatory filing submissions and pre-approvals, and regulatory affairs related to the foregoing. When used as a verb, "Develop" means to engage in Development.

1.1.34 "Development Plan" has the meaning set forth in Section 3.1.3.1.

1.1.35 "Disclosing Party" has the meaning set forth in Section 10.1.

1.1.36 "Dosage Strengths" has a meaning in Exhibit F hereto with respect to the Product.

1.1.37 "Drug Product" means a drug Product as defined in 21 C.F.R. § 314.3 for administration to human subjects.

1.1.38 "Drug Quality and Security Act" or "DQSA" means, as applicable, the Title II of the Drug Quality and Security Act, Public Law No. 113-54, as amended and updated.

1.1.39 "Effective Date" has the meaning set forth in the Preamble of this Agreement.

1.1.40 "Estimated IntelGenx' Development Costs" has the meaning set forth in Section 4.3.2.

1.1.41 "Evaluation Period" has the meaning set forth in Section 2.11.2.

1.1.42 "Executive Officer" has the meaning set forth in Section 15.12.1.

1.1.43 "FCPA" means the U.S. Foreign Corrupt Practices Act (15 U.S.C. § 78dd-1, *et. seq.*), as amended.

1.1.44 "FDA" means the U.S. Food and Drug Administration, and any of its successor agencies or departments.

1.1.45 "First Commercial Sale" means the first sale of each Product to a Third Party by Tetra (or any Affiliate, successor, subcontractor, or agent of Tetra) within the Territory after receipt of Regulatory Approval.

1.1.46 "Force Majeure" has the meaning set forth in Section 15.7.

1.1.47 "GAAP" means Generally Accepted Accounting Principles.

1.1.48 "PDUFA" means the Prescription Drug User Fee Act, as amended.

1.1.49 "Generic Product" means, with respect to the Product in the Territory, any Drug Product (other than the Product) that: (a) contains an API as the sole API; and (b) is approved by the Regulatory Authority in such jurisdiction pursuant to an ANDA or ANDS for which such Product is the Reference Listed Drug and which is not held in the name of Tetra or an Affiliate thereof sublicensee or subcontractor thereof.

1.1.50 "Governmental Authority" means any national, international, federal, state, provincial or local government, or political subdivision thereof, or any multinational organization or any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, any court or tribunal (or any department, bureau or division thereof, or any governmental arbitrator or arbitral body), including, but not limited to, the U.S. Patent and Trademark Office, U.S. Patent Trial and Appeals Board, and the former U.S. Board of Patent Appeals and Interferences.

1.1.51 "ICH" means the International Conference on Harmonization (of Technical Requirements for Registration of Pharmaceuticals for Human Use).

1.1.52 "Indemnitee" has the meaning set forth in Section 11.3.1.

1.1.53 "Indemnitor" has the meaning set forth in Section 11.3.1.

1.1.54 "IntelGenx" has the meaning set forth in the Preamble to this Agreement.

1.1.55 "IntelGenx Collaboration IP" has the meaning set forth in Section 14.1.2.

1.1.56 "IntelGenx IP" means any and all Intellectual Property owned or Controlled by IntelGenx or its Affiliates.

1.1.57 "IntelGenx Indemnitees" has the meaning set forth in Section 11.1.

1.1.58 "IntelGenx Patents" means all patents listed in Exhibit D and F and patent applications in the Territory, in each case owned or Controlled by IntelGenx or its Affiliates as of the Effective Date or during the Term, including any continuations, continuations-in-part, divisions, or any substitute applications, any patent issued with respect to any such patent applications, any reissue, reexamination, renewal or extension (including any supplementary protection certificate) of any such patent, and all foreign counterparts of any of the foregoing, or as applicable portions thereof or individual claims therein, which might be infringed, absent a license or other right to practice granted under such patents and patent applications, by the Development, Supply, or Commercialization of the Product in the Territory.

1.1.59 "Intellectual Property" or "IP" means all:

(a) patents and patent applications, including provisional applications and statutory invention registrations, including reissues, divisions, continuations, continuations-in-part, and reexaminations and all inventions disclosed therein;

(b) inventions;

(c) copyrights and copyrightable works, including but not limited to computer software and industrial designs, and registrations and applications for registration thereof;

(d) works of authorship;

(e) trademarks;

(f) trade secrets and know-how, including but not limited to trade secrets and know-how that relate to processes, specifications, Product designs, descriptions of the manufacturing process and equipment and all other manufacturing information, engineering and other manuals and drawings, standard operating procedures, flow diagrams, chemical, pharmacological, toxicological, pharmaceutical, physical and analytical, safety, quality assurance, quality control and clinical data, technical information, data, research records, supplier lists and similar data and information; and technical and business information necessary or useful to Develop, Supply, or Commercialize the Product in the Territory; as well as

(g) all other Confidential or proprietary information; and

(h) the rights to sue and recover damages or obtain injunctive relief for infringement, or misappropriation of any of the above.

1.1.60 "Joint Collaboration IP" has the meaning set forth in Section 14.1.5.

1.1.61 "Joint Collaboration Patents" has the meaning set forth in Section 14.1.5.

1.1.62 "Joint Development Committee" or "JDC" has the meaning set forth in Section 3.1.1.

1.1.63 "LaboVal" means LaboVal, Inc with offices currently at 1688, 50e Avenue, Lachine (Quebec), Canada H8T 2V5, which is Third Party subcontractor of IntelGenx.

1.1.64 "Losses" means any and all damages, awards, deficiencies, settlement amounts, defaults, assessments, fines, dues, penalties, costs, fees, liabilities, obligations, taxes, liens, losses, lost profits and expenses (including, without limitation, court costs, interest and reasonable fees of attorneys, accountants and other experts), together with all documented out-of-pocket costs and expenses incurred in complying with any judgments, orders, decrees, stipulations, investigations and injunctions that arise from or relate to a Third Party Claim.

1.1.65 "Manufacturer" shall mean one or more competent contract manufacturers, in each case approved in writing by IntelGenx, that manufactures or will manufacture the Product, and is, or will be, referenced in the NDA as the manufacturer of the Product.

1.1.66 "Marketing Expenses" means all costs and expenses incurred in connection with the Commercialization of the Product in the Territory, including, without limitation: (a) marketing, advertising, sampling, and promotional activities of any kind;

(b) marketing studies; (c) primary and secondary market research; (d) promotional materials; (e) discount card expenses and support for any independent charity or independent drug discount programs; and (f) samples.

1.1.67 "NDA" means a new drug application (as defined in the Act and applicable regulations promulgated thereunder by the FDA, as amended from time to time) (including a new drug application submitted pursuant to the requirements 21 U.S.C. § 355(b)(2) , with all additions, deletion or supplements thereto.

1.1.68 "Net Sales" means, for any period of determination, with respect to the Product sold by Tetra (or any Affiliate, successor, subcontractor, or agent of Tetra), the total amount invoiced by Tetra (or any Affiliate, successor, subcontractor, or agent of Tetra) on an arms-length basis to Third Parties under this Agreement during such period less the following deductions from such total amounts which are actually incurred, allowed, accrued or specifically allocated, applied on a per Unit basis:

(a) credits, price adjustments or allowances for damaged Product, returns or rejections of the Product;

(b) normal and customary trade, cash and quantity discounts, allowances and credits (other than price discounts granted at the time of invoicing which have already been included in the gross amount invoiced);

(c) chargeback payments, repayments and rebates (or the equivalent thereof) granted to or imposed by group purchasing organizations, managed health care organizations or federal, state/provincial, local and other governments, including any or all of their regulatory authorities, agencies, review boards or tribunals or trade customers;

(d) any invoiced freight, postage, shipping, insurance and other transportation charges;

(e) sales, value-added (to the extent not refundable in accordance with Applicable Laws), and excise taxes, tariffs and duties, and other taxes directly related to the sale (but not including taxes assessed against the income derived from such sale);

(f) stocking allowances;

(g) any other payment which reduces gross revenue and is permitted to be deducted in calculating net sales in accordance with GAAP; and

(h) amounts written off by reason of uncollectible debt, provided that if the debt is thereafter paid, the corresponding amount shall be added to the Net Sales of the period during which it is paid;

provided that the deductions set forth in sub-clauses (a) through (h) above, inclusive, shall not, in the aggregate, exceed fifteen percent (15%) of Net Sales for such Product. Notwithstanding any

other language in this definition of Net Sales, no Marketing Expenses or expenses of Patent Litigation or Regulatory Litigation are permitted as deductions under this definition.

1.1.69 "Officer" has the meaning set forth in Section 3.1.2.

1.1.70 "Other Dosage Strengths" means any dosage strengths up to 10 mg of API other than the Dosage Strength.

1.1.71 "Party" or "Parties" has the meaning set forth in the Preamble to this Agreement.

1.1.72 "Patent Litigation" has the meaning set forth in Section 14.3.2.

1.1.73 "Person" means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or other legal entity or organization, including a government or political subdivision, department or agency of a government.

1.1.74 "Primary Packaging Design" means the primary packaging such as pouch, cartoon, blister pack and the like and associated artwork for a particular Dosage Strength in the Territory, the specific format of the Primary Packaging Design will be established by the Parties upon completion of the clinical trial.

1.1.75 "Product" means a Drug Product set forth containing dronabinol in the Dosage Strengths that is formulated to be an oral mucoadhesive tablet based in whole or in part on IntelGenx' proprietary and patented technology concerning mucoadhesive controlled release tablets containing active pharmaceutical ingredients that IntelGenx currently trademarks as its AdVersa® technology.

1.1.76 "Quarterly Royalty Reports" has the meaning set forth in Section 8.5.

1.1.77 "Receiving Party" has the meaning set forth in Section 10.1.

1.1.78 "Reference Listed Drug" means a listed Drug Product identified by the FDA, or similar Regulatory Authority outside of the United States, as a Drug Product upon which an applicant may rely in seeking approval of any Regulatory Approval Application.

1.1.79 "Regulatory Approval" means any approvals (including applications therefore, supplements and amendments thereto and pricing and reimbursement approvals), licenses, registrations or authorizations of any Regulatory Authority, necessary for the Development, Commercialization, Supply, manufacture, testing, labeling, packaging, or shipping of the Product in the Territory, including the NDA for the Product and any equivalent application submitted in any country pursuant to any similar route of approval together.

1.1.80 "Regulatory Approval Application" means any filings submitted to the FDA, or similar Regulatory Authority outside of the United States, including any NDA, and any equivalent application submitted in any country pursuant to any similar route of approval together,

in each case, with all additions, deletion or supplements thereto, for Regulatory Approval of the Product in the Territory.

1.1.81 "Regulatory Authority" means any national, regional, state, provincial or local regulatory agency, department, bureau, commission, council or other governmental authority in the Territory involved in the granting of approvals (including pricing and reimbursement approvals), licenses, registrations or authorizations for the marketing, sale, manufacturing, testing, labeling, storage, handling, packaging, shipping or supply of Drug Product, including the FDA.

1.1.82 "Regulatory Litigation" has the meaning set forth in Section 14.3.2.

1.1.83 "ROFN Country" has the meaning set forth in Section 2.11.

1.1.84 "Specifications" means, with respect to the Product, the specifications for the Product and raw materials mutually agreed upon by the Parties including, without limitation, the expiry period of such Product and raw materials for such Product and the specifications for the Product. The Specifications, and any modifications or supplements thereto, as are mutually agreed in writing by the Parties from time to time after the Effective Date and during the Term, are hereby incorporated by reference in this Agreement.

1.1.85 "Stable" means a Drug Product that meets FDA requirements for stability for purposes of a NDA.

1.1.86 "Supply" means the manufacture, supply, processing, testing, storing, labeling and packaging (as specified in this Agreement) for sale and delivery of the Product.

1.1.87 "Technology Transfer IP" means all IntelGenx IP, including but not limited to IntelGenx' formulations and manufacturing processes for the Product, and all related technical documentation that is necessary to supply and manufacture the Product.

1.1.88 "Term" has the meaning set forth in Section 12.1.

1.1.89 "Term Sheet" means the binding term sheet dated February 7, 2017 which has been duly executed by the Parties.

1.1.90 "Territory" means the United States of America, its territories and possessions, including Puerto Rico, and Canada, its territories and possessions, along with any expanded territory approved in accordance with Section 2.11.1.

1.1.91 "Tetra" has the meaning set forth in the Preamble to this Agreement.

1.1.92 "Tetra Collaboration IP" has the meaning set forth in Section 14.1.3.

1.1.93 "Tetra Indemnitees" has the meaning set forth in Section 11.2.

1.1.94 "Tetra IP" means any and all Intellectual Property owned or Controlled by Tetra or its Affiliates as of the Effective Date or during the Term which is useful or necessary to Develop, Supply or Commercialize the Product.

1.1.95 "Third Party" means any Person other than IntelGenx and Tetra and their respective Affiliates.

1.1.96 "Third Party Claims" has the meaning set forth in Section 11.1.

1.1.97 "Trademark" means trademarks registered by IntelGenx for the marketing of the Product in the Territory, including IntelGenx's trademark AdVersa®.

1.1.98 "Unit" shall mean one (1) bottle or one blister pack of the strength and count size, or any other unit as mutually agreed by the Parties.

1.1.99 "Venture Entity" shall mean a Person for which its primary business is the investment of capital in other Persons, and shall explicitly exclude any Person which markets, sells, promotes, develops or manufactures Drug Products and any Person for which its primary business is owning or Controlling Intellectual Property.

2. RIGHTS AND OBLIGATIONS

2.1 **Licenses Granted to Tetra**. During the Term, and subject to the terms and conditions of this Agreement, IntelGenx hereby grants to Tetra, and Tetra accepts:

2.1.1 a non-exclusive license to use the IntelGenx IP provided by IntelGenx for the purpose of enabling Tetra to conduct the Development responsibilities expressly and solely assigned to Tetra under this Agreement (as such responsibilities may be expanded or amended in accordance herewith) in the Territory; *provided,* however, that this non-exclusive license described herein does not extend to any of IntelGenx's patents or other IntelGenx IP unless they are agreed to in writing by IntelGenx;

2.1.2 an exclusive, royalty-bearing license, sublicenseable pursuant to Section 2.3.1 of this Agreement to Commercialize the Product in the applicable Dosage Strengths in the Territory;

2.1.3 a co-exclusive (together with IntelGenx) license, sublicenseable pursuant to Section 2.3.1 of this Agreement to Supply, or have Supplied by a Third Party, the Product in the applicable Dosage Strength in the Territory; and

2.1.4 the license set forth in Section 2.7.2.

2.2 **No Similar License**. IntelGenx covenants and agrees with Tetra that during the Term, other than as expressly provided herein or as agreed to in writing by the Parties, IntelGenx will not grant any license or similar right with respect to the Product to any Affiliate or Third Party to make, have made, or otherwise Develop or Commercialize the Product in the Territory.

2.3 **Sublicense.**

2.3.1 Tetra shall have the right to sublicense (and permit its sublicensees to grant further sublicenses) the license rights set forth in Sections 2.1.2 and 2.142.14 provided that, regardless of what rights and obligations Tetra may assign to a sublicensee, Tetra shall at all times and regardless of its contractual responsibilities with such sublicensees be responsible and liable for the actions of its Affiliates and sublicensees under this Agreement.

2.3.2 Tetra shall have a non-exclusive sublicense to use IntelGenx Patents in Exhibit D to conduct Development responsibilities and Commercialize the Product in the applicable Dosage Strengths in the Territory.

2.4 **Licenses Granted to IntelGenx**. During the Term, and subject to the terms and conditions of this Agreement, Tetra hereby grants to IntelGenx and its Affiliates, and IntelGenx and its Affiliates accept:

2.4.1 a non-exclusive, royalty-free, non-transferable license under the Tetra IP as necessary to conduct the Development, scale-up of the process, submission activities, and clinical studies responsibilities expressly assigned to IntelGenx under this Agreement (as such responsibilities may be expanded or amended in accordance herewith);

2.4.2 a non-exclusive, royalty-free, license, with the right of sublicense under the Tetra IP as necessary to Supply the Product as set forth under this Agreement; and

2.4.3 the license set forth in Section 2.7.3.

2.5 **No Implied Licenses; Negative Covenant**. Except as set forth in this Agreement, neither Party shall acquire any license or other Intellectual Property interest, by implication or otherwise, to any Intellectual Property of the other Party or its Affiliates. Neither Party shall, nor shall it permit any of its Affiliates or sublicensees to, use any Intellectual Property licensed to it by the other Party for purposes outside the scope of the licenses granted to it under this Agreement.

2.6 **Manufacturing**.

2.6.1 The Parties may jointly appoint a Manufacturer for the Development, scale-up of the process, submission activities, clinical studies and Supply for commercial sale of the Product in compliance with all cGMP, in the Territory and in an FDA and Health Canada approved and compliant facility, provided however that IntelGenx shall consent to the supply agreement between Tetra and the Manufacturer in writing to Tetra, such Manufacturer supply agreement shall not be unreasonably withheld.

2.6.2 Consistent with Section 2.6.1, IntelGenx has the sole and exclusive right to grant manufacturing privileges for the Product to a Manufacturer. For the avoidance of doubt, manufacturing privileges means the right to manufacture for Commercialization, Development or Supply of the Product.

2.6.3 Notwithstanding any other provision of this Agreement, at all times during the Term, IntelGenx has the first option to Supply the Product to Tetra. In the event that Tetra is able to find a more competitive price, both Parties may negotiate in good faith in order to match such competitive price.

2.6.4 Tetra shall negotiate the manufacture and supply agreement with the Manufacturer on terms customary for such agreements in the industry and acceptable to Tetra, including but not limited to such Manufacturer agreeing to manufacture the Product in accordance with cGMPs, Applicable Law, and the Specifications.

2.7 **Trademarks**.

2.7.1 **Ownership.** Each Party retains ownership and all right, title, and interest in all its names and trademarks, in all forms of use or display in which they may appear, and any goodwill associated therewith. Each Party agrees that it shall not, by virtue of this Agreement, acquire any right, title and interest in or to any name, trademark, trade dress, or logo of the other Party or any goodwill associated therewith.

2.7.2 **License to use.** Subject to the terms and conditions of this Agreement, Tetra hereby grants to IntelGenx, and IntelGenx accepts, a non-exclusive, non-transferable, sublicenseable license to use in the Territory any names, trademarks, trade dress and logos made available by Tetra solely in conjunction with the labeling and specified packaging of Product, and solely as such are approved by Tetra, in connection with the Supply of Product hereunder. This grant in no way alters or limits any of the IP protections in this Agreement.

2.7.3 **License to use.** Subject to the terms and conditions of this Agreement, IntelGenx hereby grants to Tetra, and Tetra accepts, a non-exclusive, non-transferable, sublicenseable license to use in the Territory any names, the AdVersa® trademark, trade dress and logos made available by IntelGenx solely in conjunction with the labeling and specified packaging of Product, and solely as such are approved by IntelGenx, in connection with the Supply of Product hereunder. This grant in no way alters or limits any of the IP protections in this Agreement. Tetra shall, subject to relevant laws and regulations, market the Products throughout the Territory under any applicable Trademarks.

2.7.4 **Indication.** Whenever Tetra uses the Trademarks in advertising or in any other manner in connection with the Product, Tetra shall, subject to relevant laws and regulations, clearly indicate IntelGenx' ownership of the Trademarks. When using the Trademarks under this Agreement, Tetra undertakes to comply with all laws and regulations pertaining to trademarks in force at any time in the Territory. Tetra shall not at any time do, cause to be done, or permit any act or thing inconsistent with, contesting or in any way impairing such ownership. Tetra agrees that all use of the Trademarks shall inure to the benefit of and be on behalf of IntelGenx'. Tetra acknowledges that nothing in this Agreement shall give Tetra any right, title or interest in the Trademarks other than the right to use such in accordance with this Agreement.

2.7.5 **No similar trademarks or trade names.** Tetra shall not, without IntelGenx' prior written consent, directly or indirectly, make any use of any trademark or trade name that is confusingly similar to the Trademark as part of a corporate or trade name or in connection with any product or service, other than as permitted under this Agreement.

2.7.6 **Termination.**

2.7.6.1 Except as required during any sell-off period, the license to the Trademarks granted pursuant to this Section 2.7 automatically terminate upon termination of this

Agreement and, thereafter, Tetra shall have no right to use any trademark that is confusingly similar to the trademark as determined by Applicable Law.

2.7.6.2 Upon and following the termination of this Agreement, neither Party shall use any name, trademark, trade dress, or logo of the other Party.

2.8 **Packaging and Labeling**. Tetra is responsible, at its cost and expense, for developing and providing the Manufacturer with a copy of all graphics and artwork to be used with the Product, including the Primary Packaging Design. Tetra shall provide such graphics and artwork in a commercially reasonable timeframe. Tetra is responsible for any required notifications to the FDA and Health Canada or other applicable Regulatory Authorities regarding the labeling and packaging configurations for the Product, including any changes in labeling or packaging configurations.

2.9 **Marking of Promotional Materials**.

2.9.1 Subject to Section 2.8 the label for the Product shall be a Tetra label in accordance with Tetra's customary practices and the Primary Packaging Design. All promotional materials, package inserts or outserts and packaging for the Product or samples of Product used during the Term shall be consistent with the label of the Product.

2.9.2 Tetra shall, to the extent permitted by applicable law ensure that the Trademark for the Product shall appear on the Product and in the marketing material, in such manner as is reasonably determined by the Parties.

2.10 **Exclusivity**. During the Term neither Party may, directly, or indirectly (whether through an Affiliate, Third Party, or by any transfer or license rights to an Affiliate or Third Party), make, use, Develop, import/export, seek Regulatory Approval for, manufacture, distribute, offer to sell, sell, market, promote, detail, or otherwise commercialize, any Competing Product anywhere in the Territory or agree or arrange to do any of the foregoing.

2.11 **Right of First Negotiation**.

2.11.1 During the Term, Tetra shall have the exclusive right of first negotiation to expand the Territory to include any country outside the Territory (each such country or jurisdiction, a "ROFN Country"). During such period, Tetra may notify IntelGenx in writing in the event Tetra desires to exercise its right of first negotiation with respect to any ROFN Country(ies) as set forth in this Section 2.11.

2.11.2 During the Term, if IntelGenx receives a written offer from a Third Party to Commercialize the Product in any ROFN Country(ies), then IntelGenx shall provide written notice to Tetra of such offer. If Tetra notifies IntelGenx in writing within forty-five (45) days after receipt of such notice (each forty five (45) -day span is an "Evaluation Period") that Tetra is not interested in exercising its right of first negotiation in such ROFN Country(ies), or if Tetra fails to notify IntelGenx of Tetra's interest in exercising its right of first negotiation for the Product rights prior to the expiration of the Evaluation Period, then IntelGenx shall have no further obligation to Tetra with respect to the Product rights in the applicable ROFN Country(ies).

2.11.3 If Tetra exercises its right of first negotiation, then the Parties will negotiate in good faith the terms of a definitive agreement or an amendment to this Agreement with respect to the Product in such ROFN Country(ies) for a period of no more that ninety (90) days following the receipt of Tetra's notification (or such longer period as the Parties may mutually agree in writing). If the Parties fail to execute a definitive agreement or an amendment to this Agreement with respect to the Product in such ROFN Country(ies) within such ninety (90) day period (or longer period as mutually agreed), then IntelGenx shall have no further obligation to Tetra with respect to the Product rights in the applicable ROFN Country(ies).

2.12 IntelGenx Retained Rights. Any Intellectual Property Rights or other rights of IntelGenx not expressly granted to Tetra under the provisions of this Agreement are retained by IntelGenx. In furtherance of the foregoing and not in limitation thereof, IntelGenx, except as expressly set forth in Section 2.1 (Licenses Granted to Tetra), Section 2.10 (Exclusivity), and Section 2.11 (Right of First Negotiation), retains the right: (a) to carry-out its obligations under this Agreement; and (b) to exploit the IntelGenx IP for purposes outside of the scope of the licenses granted in Section 2.1 for any and all purposes anywhere in the world, without any duty to account to Tetra or obtain Tetra's consent for such exploration.

2.13 **Tetra Reserved Rights**. Any Intellectual Property Rights or other rights of Tetra not expressly granted to IntelGenx under the provisions of this Agreement are retained by Tetra. In furtherance of the foregoing and not in limitation thereof, Tetra, except as expressly set forth in Section 2.3.2 (Licenses Granted to IntelGenx), Section 2.10 (Exclusivity), and Section 2.11 (Right of First Negotiation), retains the right (a) to carry-out its obligations under this Agreement; and (b) to exploit the Tetra IP for purposes outside of scope of the licenses granted in Section 2.3.2 for any and all purposes anywhere in the world, without any duty to account to IntelGenx or obtain IntelGenx' consent for such exploration.

2.14 **Use of Subcontractors**. Each Party may exercise its rights or perform its obligations, including Development, Supply and Commercialization activities, under this Agreement through one or more subcontractors, *provided* that: (a) Neither Party shall subcontract any of its responsibilities under this Agreement without the prior written approval of the other Party, which shall not be unreasonably withheld, delayed or conditioned; (b) each Party will remain responsible and liable for the work allocated to, and payment to, its subcontractors to the same extent it would if it had done such work itself; (c) each subcontractor undertakes in writing obligations of confidentiality and non-use regarding Confidential Information that are substantially the same as those undertaken by the Parties pursuant to Section 10 (Confidential Information); and (d) each subcontractor agrees in writing to assign all Intellectual Property developed in the course of performing any such work to such Party (or, in the event such assignment is not feasible, a license to such Intellectual Property with the right to sublicense to such other Party) on an exclusive charge-free royalty-free basis. Tetra hereby consents to IntelGenx' use of LaboVal for stability and release testing, stability storage, validation work and related services, provided the requirements of the foregoing clauses (b) through (d) of this Section 2.14 are met.

3. JOINT DEVELOPMENT COMMITTEE

3.1 **Joint Development Committee**.

3.1.1 As soon as reasonably practicable after the Effective Date, the Parties will establish a joint development committee which shall provide a forum for open communication between the Parties regarding the Development and Supply activities, and which shall be responsible for such matters related to Development and Supply of the Product in the Territory as may be described below. Such committee shall consist of such even number of individuals as shall be agreed by the Parties, fifty percent (50%) of whom shall be Tetra designees and fifty percent (50%) shall be IntelGenx designees (the "JDC"). Tetra shall appoint one of its designees to serve as the Chair of the JDC. The initial JDC shall consist of four (4) members (including the Chair of such JDC). Each Party shall designate two (2) members, consisting of one (1) research and development representative and one (1) regulatory affairs representative, within ten (10) Business Days after the Effective Date. Each Party shall have the right at any time and from time to time to designate an appropriate replacement, on a permanent or temporary basis, for any or all of its previously-designated members of the JDC. The JDC shall meet at least once per Calendar Quarter, and more frequently as mutually agreed by the Parties, on such dates, and at such places and times (including by videoconference, telephone or web conference), as the Parties shall agree; *provided, however*, that the Parties shall use their Commercially Reasonable Efforts to cause the first meeting of the JDC to occur within thirty (30) days after the Effective Date. The Chair shall send a notice and agenda for each meeting of the JDC to all members of the JDC reasonably in advance of the meeting. The Party hosting any JDC meeting shall appoint one person (who need not be a member of the JDC) to attend the meeting and record the minutes of the meeting in writing. Such minutes shall be circulated to the members of the JDC in a time frame to be agreed upon by the JDC after the meeting and the members agree to review and comment on such minutes in a time frame to be agreed upon by the JDC. The Parties agree to use Commercially Reasonable Efforts to promptly finalize any dispute regarding minutes of any meeting.

3.1.2 The JDC has no decision-making authority except as expressly set forth in Section 3.1.3. Each Party shall have, collectively among its respective designees, one vote in all decisions. The members of the JDC shall use Commercially Reasonable Efforts to decide all matters assigned to the JDC under this Agreement or otherwise referred to it by mutual written agreement of the Parties; *provided, however*, that if the members of the JDC are unable to make a decision by unanimous vote or unanimous written consent within ten (10) days after commencing discussions regarding such decision, then any JDC member may submit it to the Officers of the Parties below for resolution. Each Party shall designate an Officer of its company as the designee in the event of any dispute that has not been resolved by the JDC in accordance with this Section 3.1.2. The designated Officer shall be at least a Vice President of the respective Party or his or her designee (the "Officer"). The Officers of the Parties shall discuss in good faith the issue to be resolved and make a decision based on an assessment of the objectives for the applicable Development Plan. If the Officers cannot reach consensus on a given matter within ten (10) days, then Tetra will have decision-making authority, except for Supply activities and any other activities which are reserved to IntelGenx under this Agreement or under the applicable Development Plan *provided* that such decision shall not retroactively amend or modify the Development Plan or Estimated IntelGenx' Development Costs in any manner, and shall be consistent with the terms and conditions of this Agreement.

3.1.3 Purposes and Powers. The principal purpose of the JDC shall be to provide a forum for open communication between the Parties with respect to the Development, Supply and Commercialization of the Product in general. The JDC shall make recommendations

regarding the overall strategy for the Development Plan, and shall provide advice, guidance, direction and other recommendations with respect to the Development Plan. Subject to the express rights of the Parties as set forth herein, the functions of the JDC shall include:

3.1.3.1 Creating a documented plan encompassing the Development activities required of both Parties as outlined with respect to IntelGenx in Section 4.2 and with respect to Tetra in Section 4.3 which document shall include Development activities, deliverables, responsible parties, and timelines (the "Development Plan");

3.1.3.2 Acting as liaison between the Parties to ensure open and regular communication channels, and more particularly to ensure that the Parties are informed of, and have a forum to discuss, the ongoing progress of the Development Plan;

3.1.3.3 Reviewing and recommending (or declining to recommend) proposed amendments to the Development Plan;

3.1.3.4 Creating and administering an alliance dashboard, which would include performance indicators to measure the health of the contractual relationship; and

3.1.3.5 Performing such other activities and discharging such other responsibilities as may be assigned to the JDC by the Parties pursuant to this Agreement or as may be mutually agreed upon in writing by the Parties from time to time.

3.1.4 Each Party shall assign an overall alliance manager (each, an "Alliance Manager"), who could also be a JDC member, to oversee the various Development, Supply and Commercialization activities under this Agreement, to provide the JDC with project updates for the Product, and to facilitate communication between the Parties.

3.1.5 Tetra, through its Alliance Manager and otherwise, shall keep the JDC reasonably informed in respect of its Commercialization of the Product in the Territory pursuant to its authority and responsibility set forth in Section 6.1, and in particular, prior to launch of the Product Tetra shall provide IntelGenx as soon as reasonably practicable with such documentation and information as IntelGenx' JDC members may reasonably request in writing from time to time with respect to the status of Commercialization activities and progress with respect to such Product, to the extent such documentation and information exists. Tetra shall reasonably and in good faith consider any comments and recommendations that IntelGenx' JDC members may have with respect to the Commercialization of the Product.

3.1.6 IntelGenx, through its Alliance Manager and otherwise, shall keep the JDC reasonably informed: (a) in respect of its Development of the Product pursuant to its responsibilities set forth in Section 4; and (b) in respect of any IntelGenx IP developed, licensed or acquired after the Effective Date. IntelGenx shall provide Tetra as soon as reasonably practicable with such documentation and information as Tetra's JDC members may reasonably request in writing from time to time with respect to the status of Development activities and progress, to the extent such documentation and information exists. IntelGenx will reasonably and in good faith consider any comments and recommendations that Tetra's JDC members may have with respect to the Development of the Product.

3.2 **Expenses**. Each Party shall be responsible for all travel and related costs and expenses for its members, Alliance Managers and approved invitees to attend meetings of, and otherwise participate on, the JDC.

3.3 **Term**. The JDC will cease to exist three (3) months after the latest of Regulatory Approval of the Product Regulatory Approval Application by the FDA or Health Canada. However, the Alliance Managers shall continue for the duration of the Term to oversee the various Development, Supply and Commercialization activities under this Agreement and to facilitate communication between the Parties.

4. DEVELOPMENT

4.1 **General**. IntelGenx and Tetra shall cooperate in the conduct of all Development and Supply activities for the Product, including those activities set forth in the Development Plan. Without limiting the foregoing, and as part of their respective responsibilities set forth below, IntelGenx and Tetra shall:

4.1.1 Cooperate and use Commercially Reasonable Efforts to develop a final finished Stable Product corresponding and conforming with the Specifications for such Product, as further defined herein in compliance in all material respects with all requirements of Applicable Law, including by completing the tasks set forth in the Development Plan in Exhibit A hereto and making any changes that are necessary to support obtaining Regulatory Approval for the Product;

4.1.2 Maintain records, which shall be complete and accurate in all material respects and shall fully and properly reflect all expenses, in connection with the Development of the Product;

4.1.3 Cooperate and use Commercially Reasonable Efforts to assist in completing with all Development activities necessary to obtain Regulatory Approval of all Regulatory Approval Applications; and

4.1.4 Cooperate and assist in preparation and submission of all Regulatory Approval Applications

4.1.5 The present Development and Supply activities for the Product, including those activities set forth in the Development Plan are agreed for a Product having the Dosage Strength, should Tetra decide to develop a Product with Other Dosage Strengths, IntelGenx will agree to pursue the Agreement with an updated development plan negotiated in good faith including adjustment for cost of development for the Other Dosage Strengths.

4.2 **Development Responsibilities of IntelGenx**. Subject to the terms of this Agreement, IntelGenx shall have sole responsibility for the performance of the Development activities described below:

4.2.1 Development Activities Generally. Develop a final finished Stable Product corresponding and conforming with the Specifications for such Product, as further defined herein in compliance in all material respects with all requirements of Applicable Law. IntelGenx shall perform all Development activities required of IntelGenx as set forth in the Development

Plan and making any changes that are necessary to support obtaining Regulatory Approval for the Product or otherwise required under this Agreement, in compliance with Applicable Law. IntelGenx shall work with Tetra to identify mutually agreed upon quality by design elements to be incorporated into the Development Plan.

4.2.2 Clinical Studies. Tetra shall support as the sponsor for all clinical studies required by the FDA and Health Canada, including all clinical studies required by the FDA and Health Canada against the Reference Listed Drug as required for the submission of a Regulatory Approval Application.

4.2.3 Costs and Expenses. IntelGenx shall be responsible and pay for all of the costs and expenses incurred by IntelGenx in connection with the Development that has occurred prior to the Effective Date.

4.2.4 IntelGenx Facilities. All Development activities, excluding the manufacturing-related activities conducted at the Manufacturer, shall be conducted and or supervised by IntelGenx at IntelGenx' facilities or other acceptable facility, all analytical GMP related activities conducted by LaboVal at LaboVal's facilities (subject to Tetra's right to audit LaboVal's facilities).

4.2.5 Assistance to Manufacturing-Related Activities. IntelGenx shall provide reasonable assistance to Tetra, at IntelGenx' expense, for the negotiation of the manufacture and supply agreement with the Manufacturer and for technical transfer of the Technology Transfer IP to the Manufacturer or any other Third Party to be involved in manufacturing or testing of the Product. IntelGenx shall also provide reasonable assistance to Tetra for the preparation and filing of any NDA, supplements or reports that Tetra determines, in its sole discretion, are necessary for the Commercialization of the Product or compliance with Applicable Laws.

4.3 **Development Responsibilities of Tetra**. In accordance with the terms of this Agreement, Tetra shall have sole responsibility for the performance of the Development activities described below:

4.3.1 Cooperation and Consultation. Tetra shall cooperate and consult with IntelGenx. Tetra shall supply IntelGenx with any data and documentation reasonably requested by IntelGenx necessary or useful in fulfilling IntelGenx' responsibilities under Section 4.2, in sufficient time to allow for IntelGenx to fulfill any reporting obligations.

4.3.2 Costs and Expenses. Tetra shall be responsible and pay for one hundred percent (100%) of the costs and expenses associated with the Product Development activities in the Territory, as per the estimated IntelGenx' development costs provided in Exhibit B ("Estimated IntelGenx' Development Costs"). Such costs shall include external or Third Party expenses (with no mark-up) as well as IntelGenx' internal costs (direct expenses, which are documented in reasonable detail, plus allocated overhead in accordance with GAAP). Any incremental costs exceeding the budget by more than ten percent (10%) shall be subject to Tetra prior written approval and shall be born one hundred percent (100%) by Tetra; IntelGenx shall make all reasonable efforts to monitor closely and minimize all costs associated.

4.3.3 API. Tetra shall either (i) provide free of charge, or (ii) reimburse IntelGenx if the Parties decide IntelGenx shall purchase API, all quantities of API required for all Development activities, clinical trials, scale-up activities, and registration and commercial batches in accordance with Applicable Law, the Specifications, and cGMP. Tetra shall appoint a Third Party responsible for the supply and complexation of the API in compliance with all USP and cGMP, in the Territory and in an FDA and Health Canada approved and compliant facility, provided however that IntelGenx must approve of such Third Party in writing prior to appointment of the Third Party.

4.3.4 Manufacturing-related activities. Tetra shall monitor all manufacturing-related Development activities, including Product Specifications, maintaining cGMP processes and procedures in conjunction with manufacturing, packaging, storage of the Product, and other manufacturing-related activities, including in connection with the Regulatory Approval process under IntelGenx' supervision.

4.4 **Changes**.

4.4.1 In the event that Tetra is required to change the labeling, packaging or Specifications for the Product pursuant to Applicable Law, or in response to an order or request of a Regulatory Authority, Tetra shall advise IntelGenx in writing of any such change, as well as any scheduling adjustments which may result from such change. Tetra shall be responsible for the costs of implementing any such change; *provided, however*, that (a) if such change results solely from any data or information supplied by IntelGenx for inclusion in the labeling, packaging or Specifications for the Product, then IntelGenx shall be responsible for such costs, or (b) if such change results from the fault or negligence of a Party or the breach by a Party of its obligations under this Agreement, then such Party shall be solely responsible for all such costs. Upon request, each of the Parties shall provide to the other Party reasonable advance notice of and documentation of such Party's costs related to such change and permit the other Party to review and audit such costs under the same audit guidelines as set forth in Sections 8.8 and 8.9.

4.4.2 Subject to Section 2.9, Tetra shall have the right, upon prior written notice to IntelGenx, to change the labeling or packaging for the Product. Such changes shall be at Tetra's sole cost and expense (including paying the Manufacturer for the cost of any inventory, work-in-process, raw materials and packaging materials which becomes obsolete or unusable as a result of such request), and the Parties shall agree in good faith on a reasonable timeframe for implementation of such changes, including without limitation, giving effect to the use of the remaining work-in-process, raw materials and packaging materials in-process or held in inventory by the manufacturer prior to effecting such change. IntelGenx shall not be required to make any such change if: (a) it results in the need for any un-reimbursable capital investment by IntelGenx; or (b) it results in any un-reimbursable cost increases (including manpower allocations or resources) to IntelGenx.

4.4.3 Both Parties shall have the right to request that a change be made to the Specifications for the Product at its expense and upon prior written notice and approval to the other Party and, if approved, the Parties shall agree on a reasonable timeframe for implementation of such changes. No change shall be made to the Specifications without the mutual agreement of the Parties and neither Party shall be required to make or accept any such change if: (a) it results in

the need for any un-reimbursable capital investment by such Party; (b) it results in any un-reimbursable cost increases (including manpower allocations or resources) to such Party; or (c) it requires any changes to the Regulatory Approvals or could have a material adverse effect on the Commercialization of the Product.

5. REGULATORY ACTIVITIES

5.1 **General**. In accordance with the Development Plan, IntelGenx and Tetra shall use Commercially Reasonable Efforts, in good faith, to conduct such Development activities, including clinical trials, necessary or desirable to obtain, as promptly as reasonably practicable, approval of an NDA for the Product and other Regulatory Approvals relating to the Product in the Territory, and shall take all such reasonable actions as shall be necessary or appropriate to prepare and file all documentation with the FDA and Health Canada and to furnish such information to the FDA and Health Canada in connection therewith. Both Parties shall keep the other timely informed as to the regulatory status of the Product in the Territory and all developments related thereto.

5.2 **Regulatory Approval Responsibilities of Tetra**.

5.2.1 Tetra shall be solely responsible for all regulatory activities, including without limitation, the submission and maintenance of each Regulatory Approval Application and preparation and submission of any supplements thereto. Tetra shall be responsible for conducting periodic safety reviews, all submissions to the FDA's Office of Prescription Drug Promotion, Drug Enforcement Administration (DEA) and Health Canada's Office of Submissions and Intellectual Property, Therapeutic Products Directorate, any post-marketing obligations required by the FDA and Health Canada, and the development and implementation of a pharmacovigilance program.

5.2.2 Tetra shall be responsible and pay for one hundred percent (100%) of the costs and expenses incurred in connection with its responsibilities under this Section 5.2, including any PDUFA fees, annual fees, establishment fees and Product fees, as applicable.

5.2.3 Each NDA and other Regulatory Approvals relating to the Product shall be owned by and held in the name of Tetra or its designated Affiliate(s).

5.2.4 Tetra shall provide IntelGenx with a copy of its annual report for adverse events submitted to the FDA and Health Canada on an annual basis or as reasonably requested by IntelGenx. Tetra shall submit the NDA or other Regulatory Approval Application based on the clinical studies required by the FDA and Health Canada in accordance with ICH Guidance for Industry ICH Q1A.

5.2.5 Tetra shall be responsible for and pay for one hundred percent (100%) of the costs and expenses incurred in connection with securing any necessary or advisable freedom-to-operate patent opinion for the Product (including the formulation and composition thereof) and any patent analyses necessary or advisable to secure the relevant opinions.

5.3 **Regulatory Approval Responsibilities of IntelGenx**.

5.3.1 IntelGenx shall prepare and provide complete and accurate chemistry manufacturing and controls sections to Tetra in electronic common technical document format and Product development report, as accepted by Tetra as complete and accurate, for incorporation into Regulatory Approval Application submissions, and full supporting data, and shall otherwise cooperate with Tetra's reasonable requests for information regarding regulatory activities).

5.3.2 IntelGenx shall cooperate with Tetra in pursuing Regulatory Approval for the Product in the Territory, and shall provide Tetra, as requested and at no additional charge, such technical and other assistance, including all available information and data in its control, reasonably necessary or useful to Tetra to apply for, obtain, and maintain Regulatory Approval to manufacture, import, export, or otherwise Commercialize the Product throughout the Territory.

5.4 **Communications and Meetings with Governmental Authorities.**

5.4.1 Communications with Governmental Authorities. Subject to the provisions of this Section 5, Tetra is solely responsible for interfacing, corresponding and meeting with all Regulatory Authorities for Regulatory Approvals in the Territory, including the FDA. At all times during the Term, Tetra is responsible, at its expense, for reporting any and all Adverse Drug Experiences to applicable Regulatory Authorities. Immediately upon receipt of any contact with or communication from any Regulatory Authority relating to the Product or becoming aware of any Adverse Drug Experience in the Territory, IntelGenx shall forward a copy or description of the same to Tetra and shall use best efforts to respond to all reasonable inquiries from Tetra relating thereto. Both Parties shall use Commercially Reasonable Efforts to cooperate to provide all reasonable assistance and take all actions which are necessary to comply with any Applicable Law relating to the Product.

5.4.2 IntelGenx' Participation in Meetings with Regulatory Authorities. IntelGenx, to the extent not prohibited by the Regulatory Authority, may attend meetings between representatives of Tetra and/or its agents and Regulatory Authorities relating to the Development or Supply of Product and such other meetings as Tetra may reasonably request. Tetra will provide IntelGenx as soon as reasonably possible (but in any event at least five (5) Business Days before any such meeting IntelGenx is permitted or requested to attend) with copies of all documents, correspondence and other materials in Tetra's possession which are relevant to the matters to be addressed at any such meeting. Tetra will otherwise keep IntelGenx reasonably informed of its communications with the Regulatory Authorities in the Territory as to matters which affect IntelGenx' obligations hereunder with respect to the Product.

5.4.3 Notification by Tetra of any Regulatory Actions. Each Party shall as soon as reasonably possible after receipt of any inspections, proposed regulatory actions, investigations or requests by any Regulatory Authority with respect to the Supply of Product in the Territory, as well as any corrective or other actions with Regulatory Authorities initiated by a Party with respect thereto, notify the other Party in reasonable detail with respect thereto and will provide the other Party with copies of all related documentation. Upon Tetra's request, IntelGenx shall attend material preparation, internal caucus, and debriefing sessions related to meetings or discussions, whether in person, by teleconference or otherwise, between Tetra or its agents with respect to IntelGenx' Development of the Product or Supply of Product in the Territory, and Tetra shall

provide IntelGenx with reasonable prior written notice of any such sessions and copies of meeting minutes with respect thereto.

5.4.4 Approval of Labeling and Promotional Materials. Subject to the provisions of this Agreement, Tetra shall timely submit to the applicable Regulatory Authorities and obtain any necessary Regulatory Authority approvals of any promotional materials, label, labeling, package inserts or outserts, monographs and packaging.

5.5 **Regulatory Information**.

5.5.1 Assistance. Subject to the terms of this Section 5, each Party shall use Commercially Reasonable Efforts to provide the other with all reasonable assistance and take all actions reasonably requested by the other Party that are necessary or desirable to enable the other Party to comply with any Applicable Law.

5.5.2 Notice. Each Party or its respective representative shall provide the other Party with notice, in a sufficiently timely basis but in any event within two (2) Business Days of receipt, to enable the other Party to comply in all material respects with Applicable Law, of notification or other information which it receives (directly or indirectly) from, any Regulatory Authority (and providing, as soon as reasonably possible, copies of any associated written requests) that: (a) raises any material concerns regarding the safety or efficacy of the Product; (b) indicates or suggests a Third Party Claim arising in connection with the Product; or (c) is reasonably likely to lead to a Recall , market withdrawal or field correction of, field alert report or comparable report with respect to the Product. Information that shall be disclosed pursuant to this Section 5.5.2 shall include, but not be limited to:

(a) inspections by a Regulatory Authority of manufacturing, distribution or other related facilities concerning the Product;

(b) inquiries by a Regulatory Authority concerning clinical investigation activities (including, without limitation, inquiries regarding investigators, clinical monitoring organizations and other related Parties) with respect to the Product;

(c) any communication from a Regulatory Authority involving the manufacture, sale, promotion or distribution of the Product, or any other Regulatory Authority reviews or inquiries relating to any event set forth in this Section 5.5.2(c);

(d) any receipt of a Form 483 or FDA Warning Letter relating to the Product;

(e) any initiation of any Regulatory Authority investigation, detention, seizure or injunction concerning the Product; and

(f) any other regulatory action (e.g., proposed labeling or other registrational dossier changes and Recalls) which would affect the Product.

6. COMMERCIALIZATION

6.1 **Tetra Responsibility and Control**. Except as otherwise expressly set forth herein, Tetra shall have responsibility for all Commercialization activities for the Product in the Territory, including developing strategies and tactics related to the advertising, promotion, pricing, marketing and selling the Product. Tetra shall have final decision-making authority and primary responsibility for all Commercialization strategies, plans and activities regarding the Product in the Territory. Tetra shall comply and shall require all of its Third Party agents and contractors, if any, to comply, with all Applicable Laws in Commercializing the Product in accordance with this Agreement.

6.2 **Specific Commercialization Rights and Obligations of Tetra**. Subject to any conditions or limitations set forth herein, it shall be Tetra's sole right and responsibility to: (a) develop advertising and promotional materials related to the Product; (b) book sales for the Product; (c) handle all returns of the Product; (d) handle all aspects of order processing, Product distribution, invoicing and collection of receivables for the Product; (e) collect data regarding sales to hospitals and other end users of the Product; (f) monitor inventory levels of the Product; (g) provide first line customer support; (h) conduct pharmacovigilance (*provided* that the manufacturer shall promptly provide to Tetra any certification required by a Regulatory Authority, including certification on ingredients, and notification of/updated certification for any change in suppliers); (i) warehouse the Product; and (j) determine the prices for the Product and any discounts and rebates that may be offered thereto, including decisions relating to customer allowances and credits. Tetra shall determine the Commercialization plan(s) and Commercialization activities, and the execution thereof shall be within Tetra's sole decision-making authority and control.

6.3 **Product Launch and Market Coverage**. Tetra shall use Commercially Reasonable Efforts to achieve a First Commercial Sale in the Territory within **Redacted: number of days** each Regulatory Approval of a Regulatory Approval Application in the Territory, provided (a) there are no regulatory or legal disputes or issues related to the Commercialization of the Product and Tetra has on hand enough approved and saleable Product to successfully launch the Product, (b) the date of such Regulatory Approval for the Product occurs as anticipated, (c) there are no events beyond Tetra's control preventing such First Commercial Sale, and (d) Tetra has received sufficient launch quantities of Product from the manufacturer.

6.4 **Commercialization and Marketing Expenses.** Except as expressly set forth in this Agreement, Tetra shall be responsible and pay for one hundred percent (100%) of the Marketing Expenses for the Product, including the costs and expenses incurred in connection with Tetra's responsibilities under this Section 6.

6.5 **At-Risk Launch**. Tetra shall have sole discretion as to whether to initiate and undertake an At-Risk Launch of the Product. Should Tetra choose to initiate an At-Risk Launch, it assumes full liability for and releases IntelGenx from indemnifying Tetra from any Third Party Claims arising out of or in connection with the At-Risk Launch. An At-Risk Launch voids the following representations or warranties of IntelGenx (but not of Tetra): 9.1.3 (Compliance with Applicable Law); 9.1.4 (No Conflict with Applicable Law); 9.2.2 (No IP Conflicts); 9.2.3 (No Notice of Infringement or Misappropriation); 9.2.4 (Licensed Technology); 9.2.5 (IntelGenx Patents); and 9.2.6 (No Legal Action against IntelGenx).

6.6 **Annual Stability Testing**. IntelGenx or LaboVal will be responsible for conducting annual stability testing on the Product as required by each Regulatory Authority where the Product is or has been commercially sold (until such time as the Regulatory Authority no longer requires annual stability testing). IntelGenx will invoice Tetra and Tetra will pay for commercially reasonable costs associated with the maintenance of annual stability testing.

7. MANUFACTURING

7.1 **Inspections by Regulatory Authorities**. IntelGenx shall cooperate and allow representatives of any Regulatory Authority to inspect the relevant parts of the facility where the Development and testing of the Product is carried out and to inspect the lot, batch and other manufacturing records to verify compliance with cGMP and other Applicable Law and practices and shall promptly (but in any event no later than forty eight (48) hours after any notice thereof) notify Tetra of the scheduling of any such inspection relating to Supply.

7.2 **Adverse Experience Reporting**. Within a reasonable timeframe following the execution of the manufacture and Supply agreement between Tetra and the Manufacturer, Tetra and the Manufacturer shall enter into a pharmacovigilance agreement with respect to the Product. Notwithstanding anything to the contrary contained in this Agreement, Tetra shall be responsible for making all reports of Adverse Drug Experiences to the FDA and Health Canada. Immediately upon receipt of any contact with or communication from any Regulatory Authority relating to the Product or becoming aware of any Adverse Drug Experience in the Territory, Tetra shall forward a copy or description of the same to IntelGenx and shall use best efforts to respond to all reasonable inquiries from Tetra relating thereto. Both Parties shall use Commercially Reasonable Efforts to cooperate to provide all reasonable assistance and take all actions which are necessary to comply with any Applicable Law relating to the Product.

8. PAYMENTS AND REPORTS

8.1 **Upfront Payment**. A one-time upfront payment of **Redacted: amount $** ayable as follows:

- **Redacted: amount $** within five (5) business days of signing the Term Sheet, in exchange for the exclusive right to negotiate the Agreement with IntelGenx, and IntelGenx' agreement (i) to terminate any on-going discussions or negotiations about the licensing of the Licensed Product and (ii) not to execute a non-binding term sheet for the Licensed Product **("**Exclusive Negotiation**")**,
- **Redacted: amount $** ithin five (5) business days after the Effective Date of the Agreement,
- **Redacted: amount $** within forty-five (45) business days after the Effective Date of the Agreement.

8.2 **Milestone Payments**.

8.2.1 A one-time non-refundable payment will be due from Tetra to IntelGenx in consideration of each of the following events (each an "Acceptance Event") within thirty (30)

days following the first occurrence of such events for the Product in the Territory. For the avoidance of doubt, each progress payment shall be paid only once for the Product.

Milestone Amount:	*Milestone Event:*

Redacted: Milestone details

8.2.2 Notice; Payment. Tetra shall deliver written notice to IntelGenx of the achievement of the Acceptance Events set forth in Section 8.2.1 achieved by Tetra within ten (10) days after the achievement of the applicable Event. IntelGenx shall send an invoice for the associated progress payment to Tetra, and Tetra shall pay such invoice within thirty (30) days of the receipt of such invoice.

8.3 **Royalties**.

8.3.1 In addition to any payments set forth in Sections 8.1 and 8.2, Tetra shall pay to IntelGenx a royalty of Tetra's net sales ("Net Sales") derived from the commercialization of the Product during the Term in the Territory of **Redacted: percentage** on the first CAN $ **Redacted: amount $** of total cumulative Net Sales and **Redacted: percentage** of total cumulative Net Sales exceeding CAN **Redacted: amount $**

8.4 **Third Party IP and Agreements.**

8.4.1 Third Party IP.

a. Blocking IP. In the event that, following the First Commercial Sale of the Product in the Territory, either Party identifies any patent owned or controlled by a Third Party in the Territory that, absent a license or agreement with such Third Party, would be infringed by the Supply or Commercialization the Product in the Territory ("Blocking IP"), it shall so notify the other Party in writing.

b. Right of First Negotiation. IntelGenx or its Affiliates shall have the first right, but not the obligation, to enter into an agreement with a Third Party to acquire or obtain a license, covenant not to sue or other similar right to any Blocking IP. IntelGenx shall provide written notification to Tetra of such agreement and, at any time thereafter, Tetra may elect, but only to the extent permitted by such agreement, to receive a (sub-)license under such agreement at no additional cost to Tetra and, upon such election, such Blocking IP shall be "Controlled" by IntelGenx and included within the IntelGenx IP licensed hereunder.

c. Tetra's rights. If IntelGenx and its Affiliates elect not to enter into an agreement with respect to any Blocking IP pursuant to this section, or fails to obtain such license within six (6) months of written notice of the Blocking IP (or such longer period of time as IntelGenx may reasonably request), and if the owner of the Blocking IP issues a notice of infringement to IntelGenx, then Tetra may elect to enter into an agreement with respect to such Blocking IP. Tetra shall provide written notification to IntelGenx of such agreement, and such agreement shall include rights that are (sub-)licensable to IntelGenx hereunder); *provided* that:

(i) Tetra will reserve the right in such agreement to disclose the agreement to IntelGenx and if requested by IntelGenx, to otherwise grant a (sub-)license to IntelGenx consistent with the terms herein;

(ii) the economic terms of such agreement shall be subject to the prior written approval of IntelGenx, which approval shall not be unreasonably withheld; and

(iii) IntelGenx and its Affiliates shall remain free to independently defend against such infringement, negotiate and enter into an agreement to obtain a license or other rights to such rights.

8.4.2 Third Party Agreements. In no event will Tetra be required to contribute to, or otherwise reimburse, IntelGenx' payments to Third Parties from which it has received (sub)licenses as of the Effective Date to Intellectual Property that claims or covers the Product .

8.5 **Royalty Reports and Payments**. Tetra shall submit quarterly royalty reports ("Quarterly Royalty Reports") to IntelGenx within forty-five (45) days following the end of each Calendar Quarter. Each Quarterly Royalty Report shall cover the most recently completed Calendar Quarter and shall show: (a) as per Exhibit F, the aggregate gross and Net Sales of the Product and during the most recently completed Calendar Quarter including reasonable detail with respect to the calculation of Net Sales, units sold, discounts, credits and other components in the calculation of Net Sales; (b) the royalties, in CAN dollars, payable with respect to such Net Sales; and (c) with respect to the Quarterly Royalty Report for the fourth Calendar Quarter, any true-up required. Each Quarterly Royalty Report shall be accompanied by the payment shown as due on such Quarterly Royalty Report.

8.6 **Manner of Payment**. All amounts due under this Agreement shall be payable in Canadian dollars by bank wire in immediately available funds to such bank account(s) as IntelGenx shall designate in writing.

8.7 **Taxes and Withholding**. Except with respect to the calculation of Net Sales, all payments under this Agreement will be made without any deduction or withholding for or on account of any tax, duties, levies, or other charges unless such deduction or withholding is required by Applicable Law. If Tetra is so required to deduct or withhold, Tetra will: (a) notify IntelGenx of such requirement in writing five (5) Business Days in advance of the payment due date; (b) pay to the relevant authorities the full amount required to be deducted or withheld promptly upon the earlier of determining that such deduction or withholding is required; and (c) forward to IntelGenx an official receipt (or certified copy) or other documentation reasonably acceptable to IntelGenx evidencing such payment to such authorities.

8.8 **Accounting**. All financial terms and standards defined or used in this Agreement for sales or activities occurring in the Territory shall be governed by and determined in accordance with GAAP, including the calculation of Net Sales and royalties due to IntelGenx hereunder; *provided* that when the actual results become known relative to any accrued amount, any difference between the actual results and the accrual is reported and accounted for in the next payment due hereunder (subject to customary processing periods). To the extent that the difference between

such accruals and the actual results has led to an underpayment, Tetra shall pay IntelGenx the amount of such underpayment on the next date payment is due to IntelGenx hereunder. To the extent that the difference between such accruals and the actual results has led to an overpayment to IntelGenx, Tetra may set-off such overpayments against subsequent payments to be made to IntelGenx; additionally, if any overpayments remain upon the expiration or termination of this Agreement, IntelGenx shall refund such overpayments to Tetra within thirty (30) days of receiving an invoice for such overpayment together with applicable supporting documentation.

8.9 **Record Keeping; Audits**. Tetra and its Affiliates shall keep books and accounts of record in connection with Net Sales of the Product and in sufficient detail to permit accurate determination of all figures necessary for verification of royalties to be paid hereunder. Tetra and its Affiliates shall retain such records for a period of at least three (3) years after the end of the Calendar Quarter in which they were generated; *provided, however*, that if any records are in dispute and Tetra has received written notice from IntelGenx of the records which are in dispute, then Tetra and its Affiliates shall keep such records until such dispute is resolved. No more than once every calendar year, upon reasonable advance written notice to Tetra, IntelGenx will have the right to engage a nationally recognized public accounting firm chosen by IntelGenx and reasonably acceptable to Tetra (which accounting firm will not be the external auditor of IntelGenx, will not have been hired or paid on a contingency basis and will have experience auditing pharmaceutical companies) (a "CPA Firm") to conduct an audit of such books and records of Tetra to determine the correctness of the amount of royalties paid to IntelGenx under the terms of this Agreement. The CPA Firm will be given access to and will be permitted to examine such books and records of Tetra as it will reasonably request, upon thirty (30) days' prior written notice having been given by IntelGenx, during regular business hours, for the sole purpose of determining compliance with the Net Sales royalty provisions of this Agreement. Prior to any such examination taking place, the CPA Firm will enter into a confidentiality agreement reasonably acceptable to Tetra and IntelGenx with respect to the Confidential Information to which they are given access and will not contain in its report or otherwise disclose to IntelGenx or any Third Party any information labeled by Tetra as being confidential customer information regarding pricing or other competitively sensitive proprietary information. IntelGenx and Tetra will be entitled to receive a full written report of the CPA Firm with respect to its findings and IntelGenx will provide, without condition or qualification, Tetra with a copy of the report, or other summary of findings, prepared by such CPA Firm promptly following IntelGenx' receipt of same. In the event of any dispute between IntelGenx and Tetra regarding the findings of any such inspection or audit, the Parties will initially attempt in good faith to resolve the dispute amicably between themselves, and if the Parties are unable to resolve such dispute within thirty (30) days after delivery to both Parties of the CPA Firm's report, each Party will select an internationally recognized independent certified public accounting firm (other than the CPA Firm), and the two firms chosen by the Parties will choose a third internationally recognized independent certified public accounting firm which will resolve the dispute, and such accounting firm's determination will be binding on both Parties absent manifest error by such accounting firm. All costs and expenses of such auditor incurred in connection with performing any such audit shall be paid by IntelGenx unless such audit discloses an underpayment of at least ten percent (10%), in which case Tetra shall bear such costs and expenses.

8.10 **Underpayments and Overpayments**. If an audit conducted pursuant to Section 8.9 reveals that additional royalties were due to IntelGenx under this Agreement, then

Tetra shall pay to IntelGenx the additional royalties within forty-five (45) days of the date Tetra receives written notice of such underpayment. If an audit conducted pursuant to Section 8.9 reveals that IntelGenx was paid royalties in excess of those royalties due to IntelGenx under this Agreement, then Tetra shall, at its election, be entitled to: (a) a refund of such amount within forty-five (45) days of the date IntelGenx receives written notice of such overpayment; or (b) deduct such amount from the next royalty payment due IntelGenx under this Agreement.

8.11 **Currency; Foreign Payments**. If any currency conversion is required in connection with the calculation of any payment hereunder, such conversion will be made by using the average exchange rate of prior Calendar Quarter for the purchase of the relevant currency (i.e., CAD) as listed on the website of OECD.org on the date of the payment (http://stats.oecd.org/ > Finance > Monthly Financial Statistics > Exchange rates (CAN Monthly averages).

9. REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 **Representations, Warranties and Covenants of Each Party**. Each Party hereby represents and warrants as of the Effective Date to the other Party as follows:

9.1.1 Corporate Existence, Power, and Authority. Such Party: (a) is duly formed and in good standing under the laws of the jurisdiction of its formation; (b) has the power and authority and the legal right to enter into this Agreement and perform its obligations hereunder; and (c) has taken all necessary action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder.

9.1.2 Binding Agreement. This Agreement has been duly executed and delivered on behalf of such Party and constitutes a legal, valid and binding obligation of such Party and is enforceable against it in accordance with its terms subject to the effects of bankruptcy, insolvency or other laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity, whether enforceability is considered a proceeding at law or equity.

9.1.3 Compliance with Applicable Law. All necessary consents, approvals and authorizations of all Regulatory Authorities and other Persons required to be obtained by such Party in connection with the execution and delivery of this Agreement and the performance of its obligations as of the Effective Date hereunder have been obtained. During the Term, each Party shall comply with and maintain in force all licenses, consents, permits and authorizations necessary to fully perform its obligations under this Agreement.

9.1.4 No Conflict with Applicable Law. The execution and delivery of this Agreement, the performance of such Party's obligations hereunder, and any actions or omissions of such Party related to the activities contemplated hereunder and the circumstances surrounding this Agreement: (a) do not and will not conflict with or violate any Applicable Law or any provision of the articles of incorporation, bylaws or other governing charter documents of such Party; and (b) do not and will not conflict with, violate, or breach, or constitute a default or require any consent under, any contractual obligation or court or administrative order by which such Party is bound.

9.1.5 No Conflict with Agreement. Each Party agrees not to engage in any action that is in violation or inconsistent with the terms and conditions of this Agreement or that interferes with the consummation of the transactions contemplated under this Agreement.

9.1.6 Bankruptcy; Insolvency. Neither Party is aware of any action or petition, pending or otherwise, for bankruptcy or insolvency of such Party or its Affiliates or subsidiaries in any state, country or other jurisdiction, and it is not aware of any facts or circumstances that could result in such Party becoming or being declared insolvent, bankrupt or otherwise incapable of meeting its obligations under this Agreement as they become due in the ordinary course of business.

9.2 **Additional IntelGenx Representations, Warranties and Covenants**. IntelGenx represents, warrants and covenants to Tetra as follows:

9.2.1 Right to Grant Licenses. IntelGenx and its Affiliates have the right to grant the licenses granted to Tetra herein, and except in connection with banking lending arrangements, IntelGenx owns all right, title and interest in and to, or has a license, sublicense or otherwise permission to use and license or sublicense, pursuant to Section 2.1, all of the IntelGenx IP that is licensed or sublicensed to Tetra in this Agreement as of the Effective Date

9.2.2 No IP Conflicts. Neither IntelGenx nor any of its Affiliates has entered into any agreement granting any right, interest or claim in or to, any IntelGenx IP or IntelGenx Patent to any Third Party that would conflict with the licenses and other rights granted to Tetra under this Agreement. All Intellectual Property rights owned by IntelGenx and its Affiliates relating to the Product are Controlled by IntelGenx and are included in the IntelGenx IP. All IntelGenx IP existing as of the Effective Date is owned by IntelGenx, and is free and clear of any: (a) liens, charges, security interests, and encumbrances or licenses (other than security interests granted in connection with commercial lending arrangements) that would conflict with or limit the scope of any of the rights or licenses granted to Tetra hereunder; and (b) claims or covenants that would conflict with or limit the scope of any of the rights or licenses granted to Tetra hereunder.

9.2.3 No Notice of Infringement or Misappropriation. Except as disclosed to Tetra in writing prior to the Effective Date: (a) IntelGenx has not received any written notice from any Third Party asserting or alleging that the Product utilizing its technology related to oral mucoadhesive tablet-based drug delivery systems based on IntelGenx AdVersa® technology would infringe or misappropriate, the Intellectual Property rights of any Third Party; and (b) no claim is pending, and IntelGenx and its Affiliates have not received from a Third Party notice of a claim or threatened claim to the effect that any granted patent rights within the IntelGenx Patents licensed to Tetra under this Agreement is invalid or unenforceable.

9.2.4 Licensed Technology. All IntelGenx Patents existing as of the Effective Date have been prosecuted in the respective patent offices in the Territory (as applicable) in accordance with Applicable Law, have been filed and maintained properly and correctly and all applicable fees have been paid on or before the due date for payment and/or within any extension permitted for payment of same. The IntelGenx Patents represent all Patents within IntelGenx' and its Affiliates' Control relating to the Product, or the Development, Supply or Commercialization thereof, as of the Effective Date.

9.2.5 IntelGenx Patents. Following the Effective Date, upon notice from Tetra, IntelGenx shall provide annually to Tetra an update on any patents and published patent applications constituting IntelGenx Patents.

9.2.6 No Legal Action against IntelGenx. IntelGenx is not a party to, nor to IntelGenx' knowledge is IntelGenx threatened with, any legal or equitable action, recall or withdrawal, or under active investigation by or before any Governmental Authority, arbitrator, or Regulatory Authority, which is reasonably likely to adversely affect its ability to execute and deliver this Agreement or fully and timely perform its covenants, duties and obligations set forth herein.

9.2.7 No Debarment. None of IntelGenx or its Affiliates have employed or otherwise used in any capacity, and will not employ or otherwise use in any capacity, the services of any Person debarred under United States law, including Section 21 U.S.C. § 335a, or any foreign equivalent thereof.

9.3 **Additional Tetra Representations, Warranties and Covenants**. Tetra further represents, warrants and covenants to IntelGenx that:

9.3.1 Third Party Agreements. As of the Effective Date, neither Tetra nor any of its Affiliates is a party to or otherwise bound by any oral or written contract or agreement that will result in any Third Party obtaining any interest in, or that would give to any Third Party any right to assert any claim in or with respect to, any of IntelGenx' rights under this Agreement.

9.3.2 No Legal Action Against Tetra. As of the Effective Date, Tetra is not a party to, nor to Tetra's knowledge is Tetra threatened with, any legal or equitable action or under active investigation by or before any court, arbitrator, administrative agency or other tribunal which is reasonably likely to adversely affect its ability to execute and deliver this Agreement or fully and timely perform its covenants, duties and obligations set forth herein.

9.3.3 No Debarment. None of Tetra or its Affiliates have employed or otherwise used in any capacity, and will not employ or otherwise use in any capacity, the services of any Person debarred under United States law, including Section 21 U.S.C. § 335a, or any foreign equivalent thereof.

9.4 **Disclaimer**. EACH PARTY HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREIN NOT EXPRESSLY MADE IN THIS AGREEMENT TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, INCLUDING WITH RESPECT TO THE PRODUCTS OR ANY TECHNOLOGY OR OTHER INTELLECTUAL PROPERTY LICENSED OR GRANTED UNDER THIS AGREEMENT, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OR TRADE. FOR THE AVOIDANCE OF DOUBT, NOTHING CONTAINED IN THIS SECTION SHALL OPERATE TO LIMIT OR INVALIDATE ANY EXPRESS

WARRANTY CONTAINED HEREIN OR ANY IMPLIED WARRANTY OF GOOD FAITH AND/OR FAIR DEALING.

10. CONFIDENTIAL INFORMATION

10.1 **General**. Pursuant to the terms of this Agreement, each of IntelGenx and Tetra (in such capacity, the "Disclosing Party") has disclosed and will be disclosing to the other Party, and to the Affiliates, officers, directors, employees, agents and/or representatives of each (in such capacity, the "Receiving Party") certain secret, confidential or proprietary data, Intellectual Property and related information, including, without limitation, technical, scientific, business and other information, data, materials and the like relating to drug applications, patent applications, Products, processes, formulations, manufacturing technology, samples, operating methods and procedures, marketing, manufacturing, distribution and sales methods and systems, sales figures, pricing policies and price lists and other business information ("Confidential Information"). Without limiting the foregoing, it is acknowledged that the IntelGenx IP is Confidential Information of IntelGenx for the purposes of this Agreement. The Receiving Party shall make no use of any Confidential Information of the Disclosing Party except in the exercise of its rights and the performance of its obligations set forth in this Agreement. The Receiving Party: (a) shall keep and hold as confidential, and shall cause its officers, directors, employees, agents and representatives to keep and hold as confidential, all Confidential Information of the Disclosing Party; and (b) shall not disclose, and shall cause its Affiliates, officers, directors, employees, agents and representatives not to disclose, any Confidential Information of the Disclosing Party. Confidential Information disclosed by the Disclosing Party shall remain the sole and absolute property of the Disclosing Party, subject to the rights granted in this Agreement or Applicable Law.

10.2 **Prior Confidentiality Agreement**. As of the Effective Date, the terms of this Section 10 shall supersede any prior non-disclosure, secrecy or confidentiality agreement between the Parties (or their Affiliates) relating to the subject of this Agreement, including the Confidentiality Agreement, which is hereby terminated. Any information disclosed pursuant to any such prior agreement shall be deemed Confidential Information for purposes of this Agreement.

10.3 **Exceptions**. The above restrictions set forth in Section 10.1 on the use and disclosure of Confidential Information shall not apply to any information which: (a) is already known to the Receiving Party at the time of disclosure by the Disclosing Party, as demonstrated by competent proof (other than as a result of prior disclosure under any agreement between the Parties with respect to confidentiality); (b) is or becomes generally known or available to the public other than through any act or omission of the Receiving Party in breach of this Agreement (or any other agreement between the Parties with respect to confidentiality); (c) is acquired by the Receiving Party from a Third Party who is not directly or indirectly under an obligation of confidentiality to the Disclosing Party with respect to same, or (d) is developed independently by the Receiving Party without the use, direct or indirect, of the Disclosing Party's Confidential Information. In addition, nothing in this Section 10 shall be interpreted to limit the ability of either Party to disclose its own Confidential Information to any other Person on such terms and subject to such conditions as it deems advisable or appropriate.

10.4 **Permitted Disclosures**. It shall not be a breach of Section 10.1 if a Receiving Party discloses Confidential Information of a Disclosing Party: (a) pursuant to Applicable Law, including securities laws applicable to a public company, to any Regulatory Authority or the listing standards or agreements of any national or international securities exchange or other Governmental Authority; or (b) in a judicial, administrative or arbitration proceeding to enforce such Party's rights under this Agreement; *provided, however*, that the Receiving Party (i) provides the Disclosing Party with as much advance written notice as possible of the required disclosure, (ii) reasonably cooperates with the Disclosing Party in any attempt to prevent, limit or seek confidential treatment for the disclosure and (iii) discloses only the minimum amount of Confidential Information necessary for compliance.

10.5 **Confidential Terms**. Each Party acknowledges and agrees that the terms and conditions of this Agreement shall be considered Confidential Information of each Party and shall be treated accordingly. Notwithstanding the foregoing, each Party acknowledges and agrees that the other may be required to disclose some or all of the information included in this Agreement in order to comply with its obligations under securities laws or the listing standards or agreements of any national or international securities exchange or, and hereby consents to such disclosure to the extent deemed advisable or appropriate by its respective counsel (but only after consulting with the other to the extent practicable). The Parties may also disclose the existence of this Agreement and terms thereof to their directors, investors, officers, employees, attorneys, accountants and other advisers on a need to know basis and, upon obtaining a signed written confidentiality agreement, the terms of which are at least as restrictive as those set forth herein, may further disclose the existence and terms of this Agreement to third Parties to whom it may be relevant in connection with financings, acquisitions, and similar transactions.

10.6 **Equitable Remedies**. Each Party specifically recognizes that any breach by it of this Section 10 (Confidential Information) may cause irreparable injury to the other Party and that actual damages may be difficult to ascertain, and in any event, may be inadequate. Accordingly, (and without limiting the availability of legal or equitable, including injunctive, remedies under any other provisions of this Agreement) each Party agrees that in the event of any such breach, the other Party shall be entitled to seek injunctive relief and such other legal and equitable remedies as may be available.

11. INDEMNIFICATION; LIMITATION OF LIABILITY

11.1 **Indemnification by Tetra**. Tetra shall defend, indemnify and hold harmless IntelGenx and its Affiliates and each of their respective officers, directors, shareholders, employees, successors and assigns ("IntelGenx Indemnitees") from and against all claims, allegations, suits, actions or proceedings asserted against any IntelGenx Indemnitee by any Third Parties, whether governmental or private ("Third Party Claims"), and all associated Losses, to the extent arising out of or resulting from: (a) the performance or failure to perform by Tetra (or any of its Affiliates, subcontractors or agents) any of its obligations under this Agreement; (b) a material breach by Tetra or any of its Affiliates, subcontractors or agents of any of Tetra's representations, warranties, covenants or agreements under this Agreement; (c) the Commercialization of the Product by Tetra; or (d) violation of Applicable Law by any Tetra Indemnitee; *provided, however*, that in all cases referred to in this Section 11.1, Tetra shall not be liable to indemnify any IntelGenx Indemnitee for any Losses of such IntelGenx Indemnitee to the

extent that such Losses were caused by (i) the gross negligence or willful misconduct or intentional wrongdoing of IntelGenx or any of its Affiliates, subcontractors or agents, (ii) any breach by IntelGenx or any of its Affiliates, subcontractors or agents of IntelGenx' representations, warranties, covenants or agreements under this Agreement, or (iii) matters for which IntelGenx has an obligation to indemnify any Tetra Indemnitee pursuant to Section 11.2 (Indemnification by IntelGenx).

11.2 **Indemnification by IntelGenx**. IntelGenx shall defend, indemnify and hold harmless Tetra and its Affiliates and each of their respective officers, directors, shareholders, employees, successors and assigns ("Tetra Indemnitees") from and against all Third Party Claims, and all associated Losses, to the extent arising out of or resulting from: (a) the performance or failure to perform by IntelGenx (or any its Affiliates, subcontractors or agents) any of its obligations under this Agreement; (b) a material breach by IntelGenx or any of its Affiliates, subcontractors or agents of any of its representations, warranties, covenants or agreements under this Agreement; or (c)violation of Applicable Law by any IntelGenx Indemnitee; *provided, however*, that in all cases referred to in this Section 11.2, IntelGenx shall not be liable to indemnify any Tetra Indemnitee for any Losses of such Tetra Indemnitee to the extent that such Losses were caused by (i) the gross negligence or willful misconduct or intentional wrongdoing of Tetra or any of its Affiliates, subcontractors or agents, (ii) any breach by Tetra or any of its Affiliates, subcontractors or agents of Tetra's representations, warranties, covenants or agreements under this Agreement, or (iii) matters for which Tetra has an obligation to indemnify any IntelGenx Indemnitee pursuant to Section 11.1 (Indemnification by Tetra).

11.3 **Procedure for Indemnification**.

11.3.1 Notice. In the case of a Third Party Claim or demand other than those in connection with Patent Litigation and Regulatory Litigation (which are subject to the procedures set forth in Section 14.3) made by any Person who is not a Party of this Agreement (or an Affiliate thereof) as to which a Party (the "Indemnitor") may be obligated to provide indemnification pursuant to this Agreement, such Party seeking indemnification hereunder ("Indemnitee") will notify the Indemnitor in writing of the Third Party Claim (and specifying in reasonable detail the factual basis for the Third Party Claim and to the extent known, the amount of the Third Party Claim) within two (2) Business Days after becoming aware of such Third Party Claim; *provided, however*, that failure to give such notification will not affect the indemnification provided hereunder except to the extent the Indemnitor shall have been actually materially prejudiced as a result of such failure.

11.3.2 Defense of Claim. If a Third Party Claim is made against an Indemnitee, then except as set forth in Section 14.3.2, the Indemnitor will be entitled, within thirty (30) days after receipt of written notice from the Indemnitee of the commencement or assertion of any such Third Party Claim, to assume the defense thereof by providing written notice to Indemnitee of its intention to assume the defense of such Third Party Claims within such thirty (30) day period (at the expense of the Indemnitor) with counsel selected by the Indemnitor and reasonably satisfactory to the Indemnitee for so long as the Indemnitor is conducting a good faith and diligent defense. Should the Indemnitor so elect to assume the defense of such Third Party Claim, the Indemnitor will not be liable to the Indemnitee for any legal or other expenses subsequently incurred by the Indemnitee in connection with the defense thereof; *provided, however*, that if under applicable

standards of professional conduct a conflict of interest exists between the Indemnitor and the Indemnitee in respect of such claim, such Indemnitee shall have the right to employ separate counsel to represent such Indemnitee with respect to the matters as to which a conflict of interest exists and in that event the reasonable fees and expenses of such separate counsel shall be paid by such Indemnitor; *provided, further*, that the Indemnitor shall only be responsible for the reasonable fees and expenses of one separate counsel for such Indemnitee. If the Indemnitor assumes the defense of any Third Party Claim, the Indemnitee shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the Indemnitor. If the Indemnitor assumes the defense of any Third Party Claim, the Indemnitor will promptly supply to the Indemnitee copies of all material correspondence and documents relating to or in connection with such Third Party Claim and keep the Indemnitee reasonably informed of developments relating to or in connection with such Third Party Claim, as may be reasonably requested by the Indemnitee (including, without limitation, providing to the Indemnitee on reasonable request updates and summaries as to the status thereof). If the Indemnitor chooses to defend a Third Party Claim, all Indemnitees shall reasonably cooperate with the Indemnitor in the defense thereof (such cooperation to be at the expense, including reasonable legal fees and expenses, of the Indemnitor). If the Indemnitor does not elect to assume control by written acknowledgement of the defense of any Third Party Claim within the thirty (30) day period set forth above, or if such good faith and diligent defense is not being or ceases to be conducted by the Indemnitor, the Indemnitee shall have the right, at the expense of the Indemnitor, after five (5) Business Days' written notice to the Indemnitor of its intent to do so, to undertake the defense of the Third Party Claim for the account of the Indemnitor (with counsel selected by the Indemnitee), and to compromise or settle such Third Party Claim, exercising reasonable business judgment.

11.3.3 Settlement of Claims. In no event may the Indemnitor compromise or settle any Third Party Claim in a manner which admits fault or negligence on the part of the Indemnitee without the prior written consent of the Indemnitee. Without limiting the foregoing, if the Indemnitor acknowledges in writing its obligation to indemnify the Indemnitee for a Third Party Claim, the Indemnitee will agree to any settlement, compromise or discharge of such Third Party Claim that the Indemnitor may recommend that by its terms obligates the Indemnitor to pay the full amount of Losses (whether through settlement or otherwise) in connection with such Third Party Claim and unconditionally and irrevocably releases the Indemnitee completely from all Losses in connection with such Third Party Claim; *provided, however*, that, without the Indemnitee's prior written consent, the Indemnitor shall not consent to any settlement, compromise or discharge (including, without limitation, the consent to entry of any judgment), that provides for injunctive or other nonmonetary relief affecting the Indemnitee.

11.3.4 Assumption of Defense. Notwithstanding anything to the contrary contained herein, an Indemnitee shall be entitled to assume the defense of any Third Party Claim with respect to the Indemnitee upon written notice to the Indemnitor pursuant to this Section 11.3.4, in which case, the Indemnitor shall be relieved of liability under Section 11.1 or 11.2, as applicable, solely for such Third Party Claim and related Losses.

11.4 **Insurance**. During the Term and for a period of five (5) years after the termination or expiration of this Agreement, each Party shall obtain and/or maintain, respectively, at its sole cost and expense, comprehensive general liability insurance, Product liability insurance and clinical trials insurance (including any self-insured arrangements), each in amounts, respectively,

which are reasonable and customary in the pharmaceutical industry for companies of comparable size and activities at the respective place of business of each Party. Without derogating from the generality of the aforesaid, each Party shall effect and maintain upon initiation of commercial Production pursuant for the duration of this Agreement and thereafter for as long as liability may attach the Product liability insurance policy with a limit of liability of no less than Ten Million Dollars ($10,000,000) per occurrence and Ten Million Dollars ($10,000,000) annual aggregate. All insurance policies reflecting such insurance shall be written on a "per occurrence" or "claims made" basis with an insurance company rated at least A by A.M. Best's rating guide or the equivalent with a similar rating guide or agency. Each of the Parties and their designees who have an insurable interest shall be added as an additional insured on the other Party's Product liability insurance policy. If requested, each Party shall provide the other with a certificate of insurance and shall keep such policy current. Each Party shall notify by least thirty (30) calendar days prior written notice to the other Party of the cancellation or any substantial modification of the terms of coverage. Such Product liability insurance (or self-insured arrangements) shall insure against all liability, including without limitation personal injury, physical injury, or property damage arising out of the manufacture, sale, distribution, or marketing of the Product. Each Party also agrees to waive, and will require its insurers to waive, all rights of subrogation against the other Party, and its directors, officers, employees, and agents on all the foregoing coverages. Each Party shall provide written proof of the existence of such insurance to the other Party upon written request.

11.5 **Limitation of Liability**. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OF ITS AFFILIATES FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS OR GOODWILL) SUFFERED OR INCURRED BY SUCH OTHER PARTY OR ITS AFFILIATES IN CONNECTION WITH THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREIN OR A BREACH OR ALLEGED BREACH OF THIS AGREEMENT. THE FOREGOING SENTENCE SHALL NOT (A) APPLY IN CASES OF A PARTY'S FRAUD, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, (B) NOT LIMIT THE OBLIGATIONS OF EITHER PARTY TO INDEMNIFY THE OTHER PARTY FROM AND AGAINST THIRD PARTY CLAIMS UNDER THIS ARTICLE 11.5, OR (C) LIMIT THE DAMAGES AVAILABLE TO A PARTY FOR THE OTHER PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTION 2.10 OR SECTION 10.

12. TERM AND TERMINATION

12.1 **Term**. This Agreement commences as of the Effective Date and, unless earlier terminated or renewed in accordance with the terms hereof, expires ten (10) years following the latter of (i) the end of the commercial life of the Product (i.e. Tetra has notified IntelGenx that it has permanently ceased all commercial activities for the Product) or (ii) the date that is ten (10) years following the First Commercial Sale of the Product (the "Term").

12.2 **Termination**. In addition to any other provision of this Agreement expressly providing for termination of this Agreement:

12.2.1 This Agreement may be terminated by either Party: (a) immediately upon written notice upon the occurrence of a Bankruptcy Event with respect to the other Party; or (b) in addition to the termination rights set forth below in this Section 12.2, if the other Party commits any material misrepresentation or breach of any of its covenants, obligations, representations or warranties under this Agreement and, if the breach is capable of remedy, such Party fails to remedy the same within sixty (60) days after receipt of a written notice describing the breach and requiring it to be so remedied.

12.2.2 This Agreement may be terminated by the non-breaching Party upon written notice to the other Party if the other Party has violated the exclusivity provisions set forth in Section 2.10, or the confidentiality provisions set forth in Section 10 and fails to remedy same within thirty (30) days of receipt of a written notice describing the breach and requiring it to be so remedied.

12.2.3 This Agreement may be terminated by either Party upon sixty (60) days' notice to the other Party in writing in the event that: (a) a Business Combination occurs with respect to the other Party or its Affiliates with a Third Party, or (b) the other Party or its Affiliates acquire a Third Party (including by a merger or consolidation) so that such Third Party becomes an Affiliate over which the other Party or another Affiliate of the other Party has control, or (c) the other Party or its Affiliates acquire all or substantially all of the assets of a Third Party (including any subsidiaries or divisions thereof) (each of these sub-provisions (a), (b) and (c) constitute an "Acquisition"), and, in each case, the Third Party (or any of such Third Party's Affiliates or any successors or assigns of such Third Party or such Third Party's Affiliates) already has, or the acquired assets contain, as applicable, a Competing Product.

12.3 **No Waiver**. The right of Tetra or IntelGenx to terminate this Agreement, as herein above provided, shall not be affected in any way by Tetra's or IntelGenx' respective waiver or failure to take action with respect to any prior default or breach.

12.4 **Effects of Termination**.

12.4.1 Effect of Termination Generally. On the expiration or earlier termination of this Agreement for any reason, except as otherwise expressly provided herein, all rights and obligations of each Party hereunder shall cease.

12.4.2 Disposition and Transfer of Inventory upon Termination; Royalties Due Thereon Not Affected By Termination. On the expiration or earlier termination of this Agreement: (a) all unpaid royalties for Product sold as of the effective date of termination shall remain due and payable as scheduled; (b) other than in the case of Tetra's termination under Sections 12.2.1(b) (relating to misrepresentation or material breach), 12.2.2 (relating to exclusivity provisions), at IntelGenx' option, IntelGenx shall complete all work-in-process and shall use all Commercially Reasonable Efforts to mitigate the cost thereof to Tetra and to consult with Tetra in connection with such attempts to mitigate; (c) Tetra shall have the right to sell out remaining inventory of Product for a period of up to six (6) months; and (d) other than for a termination by Tetra pursuant to Section 12.2.1(b), Tetra shall pay to IntelGenx a royalty, in the same amount and calculated in accordance with the terms set forth in Section 8.3 through Section 8.10 inclusive, on each sale of remaining inventory of Product by Tetra and/or its Affiliates when and as such Product is sold,

and if the sale of remaining inventory of Product results in an Acceptance Event, Tetra shall pay IntelGenx the amount for such Acceptance Event set forth in Section 8.2.

12.4.3 Effect of Certain Instances of Termination.

12.4.3.1 Upon the expiration or earlier termination of this Agreement for any reason other than for a termination by Tetra pursuant to Sections 12.2.1(b), 12.2.2 or 12.2.3, IntelGenx shall have the right, to be exercised at IntelGenx' sole option, to receive an assignment in whole or in part, directly or to a designated sublicensee, of all of Tetra's right, title and interest in and to the Product -related Intellectually Property and all related data and regulatory dossiers owned or controlled by Tetra, including without limitation (i) each Regulatory Approval and (ii) all data generated in support of such Regulatory Approvals, including, without limitation, from all associated pre-clinical and clinical studies. In connection with any assignment contemplated by this Section 12.4.3, Tetra shall cooperate with IntelGenx and execute and deliver to IntelGenx any and all documents reasonably necessary to perfect its or its sublicensee's rights to the foregoing and, to the extent applicable, Tetra shall ensure that all Product-related Intellectual Property and Regulatory Approvals to be assigned remain in good standing until such assignment to IntelGenx is complete without payment of any compensation from IntelGenx to Tetra.

12.4.4 Accrued Rights. Termination, relinquishment or expiration of this Agreement for any reason shall be without prejudice to any right which shall have accrued to the benefit of either Party prior to such termination, relinquishment or expiration including damages arising from any breach under this Agreement. Termination, relinquishment or expiration of this Agreement shall not relieve either Party from any obligation which is expressly or by implication intended to survive such termination, relinquishment or expiration of this Agreement and shall not affect or prejudice any provision of this Agreement which is expressly or by implication provided to come into effect on, or continue in effect after, such termination, relinquishment or expiration. Remedies for breaches under this Agreement shall also survive any termination, relinquishment or expiration of this Agreement.

12.4.5 Survival. The following Sections of this Agreement, as well as any other provisions in this Agreement which specifically state they will survive termination or expiration of this Agreement, shall survive expiration or termination of this Agreement for any reason:

a. Section 1 (Interpretation and Construction);

b. Section 2.1 (Licenses Granted to Tetra) *provided* that the licenses granted in Section 2.1 shall be non-exclusive and all such sections shall survive for the sole purpose of selling out remaining inventory of Product as set forth in Section 12.4.2 (Disposition and Transfer of Inventory…);

h. Section 8 (Payments and Reports), with respect to payment due after termination;

i. Section 9.4 (Disclaimer);

j. Section 10 (Confidential Information);

k. Section 11 (Indemnification);

l. Section 12.3 (No Waiver);

m. Section 12.4 (Effects of Termination);

n. Section 14 (Intellectual Property), excluding Sections 14.2.1 (IntelGenx IP) and 14.2.2 (Tetra Collaboration IP); and

o. Section 15 (Miscellaneous).

12.4.6 Return of Confidential Information. Within thirty (30) days of any expiration or termination of this Agreement: (a) Tetra shall cease to use and shall deliver to IntelGenx, upon written request, all Confidential Information of IntelGenx, except for any documents or records that Tetra is required to retain by Applicable Law or that are reasonable necessary for Tetra to exercise its rights under Section 12.4.2; and (b) IntelGenx shall cease to use and shall deliver to Tetra, upon written request, all Confidential Information of Tetra except for any documents or records that IntelGenx is required to retain by Applicable Law or that are reasonable necessary for Tetra to exercise its rights under Section 12.4.2.

13. OTHER CORRECTIVE ACTION

13.1 **Events Affecting Integrity or Reputation**. During the Term, the Parties shall notify each other immediately of any circumstances of which they are aware and which could materially impair the integrity and reputation of the Product or if a Party is threatened by the unlawful activity of any Third Party in relation to the Product, which circumstances shall include, by way of illustration, deliberate tampering with or contamination of the Product by any Third Party as a means of extorting payment from the Parties or another Third Party. In any such circumstances, the Parties shall use Commercially Reasonable Efforts to limit any damage to the Parties and/or to the Product.

14. INTELLECTUAL PROPERTY

14.1 **Ownership and Rights in Collaboration IP**.

14.1.1 Ownership. Inventorship of any inventions discovered, made, conceived, or reduced to practice in the course of activities contemplated by this Agreement, will be determined in accordance with the standards of inventorship and conception under U.S. patent laws. The Parties will work together to resolve any issues regarding inventorship or ownership of inventions.

14.1.2 IntelGenx Collaboration IP. Subject to the license grants to Tetra under this Agreement, as between the Parties, IntelGenx shall own all right, title and interest in and to all Intellectual Property (other than Tetra Collaboration IP, as defined below) and data that is developed, created, conceived or reduced to practice in connection with Development and/or Supply under this Agreement at any time during the Term either solely by or on behalf of IntelGenx or Tetra, or jointly by or on behalf of the Parties to the extent such Intellectual Property or data relates to or is an improvement to IntelGenx' technology or IP related to mucoadhesive tablet-based drug delivery systems including but not limited to orally disintegrating mucoadhesive tablet, and including but not limited to improvements to IntelGenx' processes and methods of

incorporating pharmaceutical ingredients into related to orally disintegrating mucoadhesive tablet (collectively, the "IntelGenx Collaboration IP"). Tetra, for itself and on behalf of its Affiliates, licensees and sublicensees, and employees, subcontractors, consultants and agents of any of the foregoing, hereby assigns (and to the extent such assignment can only be made in the future hereby agrees to assign), to IntelGenx all right, title and interest in and to the IntelGenx Collaboration IP (unless already owned by IntelGenx). Tetra shall execute any and all documents reasonably requested by IntelGenx to cause the assignment of IntelGenx Collaboration IP to be effective.

14.1.3 Tetra Collaboration IP. Subject to the license grants to IntelGenx under this Agreement, as between the Parties, Tetra shall own all right, title and interest in and to all Intellectual Property (other than IntelGenx Collaboration IP, as defined above) and data that is developed, created, conceived or reduced to practice in connection with Development and/or Supply under this Agreement at any time during the Term either solely by or on behalf of IntelGenx or Tetra, or jointly by or on behalf of the Parties to the extent such Intellectual Property or data relates to or is an improvement to Tetra IP (collectively, the "Tetra Collaboration IP").

14.1.4 Collaboration IP. Subject to the license grants to IntelGenx under this Agreement, as between the Parties, both Parties shall own all right, title and interest in and to all Intellectual Property and data that is not IntelGenx Collaboration IP and that is developed, created, conceived or reduced to practice under this Agreement at any time during the Term either solely by or on behalf of IntelGenx or Tetra, or jointly by or on behalf of the Parties to the extent such Intellectual Property or data is, or relates solely or primarily to, any and all laboratory, clinical pharmacology, pre-clinical, clinical, and safety data, including all *in vitro* and *in vivo* data resulting from Development, the clinical studies (including without limitation, protocols, results, reports, evaluations, observations, laboratory notes and notebooks) conducted and paid for by or on behalf of Tetra. Notwithstanding anything to the contrary in this Agreement, each Party shall have a right of access, a right of reference and a right to use and incorporate all data (including clinical data), results and information developed by a Party, its Affiliates and subcontractors under this Agreement in any regulatory filings and applications for regulatory approvals regarding the Product; provided, that in the case of Tetra, such rights of access, reference and use shall be limited to the Territory. The Parties agree to share the foregoing data, results and information with one another.

14.1.5 Joint Collaboration IP. Except for the IntelGenx IP, IntelGenx Collaboration IP, Tetra IP, and Tetra Collaboration IP, the Parties shall jointly own all right, title and interest in and to all Intellectual Property that is developed, created, conceived or reduced to practice solely in connection with Development under this Agreement at any time during the Term either solely by or on behalf of IntelGenx or Tetra, or jointly by or on behalf of the Parties (collectively, the "Joint Collaboration IP"). All Patents claiming patentable Joint Collaboration IP shall be referred to herein as "Joint Collaboration Patents." Except to the extent either Party is restricted by the licenses granted to the other Party under this Agreement, each Party shall be entitled to practice, license, assign and otherwise exploit its interest under the Joint Collaboration IP *provided* that it first provides notification in writing to the other Party.

14.2 **Patent Prosecution and Maintenance**.

14.2.1 IntelGenx IP.

14.2.1.1 IntelGenx shall be responsible for the preparation, filing, prosecution and maintenance of the IntelGenx IP, including any IntelGenx Patents relevant to the Product. The cost of such preparation, filing, prosecution and maintenance of the IntelGenx IP including the IntelGenx Patents shall be borne by IntelGenx. IntelGenx shall keep Tetra reasonably informed of progress with regard to the preparation, filing, prosecution and maintenance of IntelGenx IP, including the IntelGenx Patents, in the Territory. IntelGenx shall consult with, and consider in good faith the requests and suggestions of Tetra with respect to strategies for prosecution and maintenance of IntelGenx IP, including the IntelGenx Patents, in the Territory.

14.2.1.2 In the event that IntelGenx desires to abandon or cease prosecution or maintenance of any IntelGenx Patent in the Territory that is relevant to the Product, IntelGenx shall provide reasonable prior written notice to Tetra of such intention to abandon (which notice shall, to the extent possible, be given no later than sixty (60) days prior to the next deadline for any action that must be taken with respect to any such IntelGenx Patent in the relevant patent office). In such case, upon Tetra's written election provided no later than thirty (30) days after such notice from IntelGenx, Tetra shall have the right to assume prosecution and maintenance of such IntelGenx Patent at Tetra's expense. If Tetra does not provide such election within thirty (30) days after such notice from IntelGenx, IntelGenx may, in its sole discretion, continue prosecution and maintenance of such IntelGenx Patent or discontinue prosecution and maintenance of such IntelGenx Patent.

14.2.2 Tetra Collaboration IP.

14.2.2.1 Tetra shall be responsible for the preparation, filing, prosecution and maintenance of the Tetra Collaboration IP. The cost of such preparation, filing, prosecution and maintenance of the Tetra Collaboration IP shall be borne by Tetra. Tetra shall keep IntelGenx reasonably informed of progress with regard to the preparation, filing, prosecution and maintenance of Tetra Collaboration IP in the Territory. Tetra shall consult with, and consider in good faith the requests and suggestions of IntelGenx with respect to strategies for prosecution and maintenance of Tetra Collaboration IP in the Territory.

14.2.2.2 In the event that Tetra desires to abandon or cease prosecution or maintenance of any Tetra Collaboration IP in the Territory, Tetra shall provide reasonable prior written notice to IntelGenx of such intention to abandon (which notice shall, to the extent possible, be given no later than sixty (60) days prior to the next deadline for any action that must be taken with respect to any such Tetra Collaboration IP in the relevant patent office). In such case, upon IntelGenx' written election provided no later than thirty (30) days after such notice from Tetra, IntelGenx shall have the right to assume prosecution and maintenance of such Tetra Collaboration IP at IntelGenx' expense. If IntelGenx does not provide such election within thirty (30) days after such notice from Tetra, Tetra may, in its sole discretion, continue prosecution and maintenance of such Tetra Collaboration IP or discontinue prosecution and maintenance of such Tetra Collaboration IP.

14.2.3 Joint Collaboration IP.

14.2.3.1 Tetra shall be responsible for the preparation, filing, prosecution and maintenance of the Joint Collaboration IP, including the Joint Collaboration Patents. The cost of such preparation, filing, prosecution and maintenance of the Joint Collaboration IP including the Joint Collaboration Patents shall be borne by Tetra. Tetra shall keep IntelGenx reasonably informed of progress with regard to the preparation, filing, prosecution and maintenance of Joint Collaboration IP, including the Joint Collaboration Patents, in the Territory. Tetra shall consult with, and consider in good faith the requests and suggestions of IntelGenx with respect to strategies for prosecution and maintenance of Joint Collaboration IP, including the Joint Collaboration Patents, in the Territory.

14.2.3.2 In the event that Tetra desires to abandon or cease prosecution or maintenance of any Joint Collaboration Patent in the Territory, Tetra shall provide reasonable prior written notice to IntelGenx of such intention to abandon (which notice shall, to the extent possible, be given no later than sixty (60) days prior to the next deadline for any action that must be taken with respect to any such Joint Collaboration Patent in the relevant patent office). In such case, upon IntelGenx' written election provided no later than thirty (30) days after such notice from Tetra, IntelGenx shall have the right to assume prosecution and maintenance of such Joint Collaboration Patent at IntelGenx' expense. If IntelGenx does not provide such election within thirty (30) days after such notice from Tetra, Tetra may, in its sole discretion, continue prosecution and maintenance of such Joint Collaboration Patent or discontinue prosecution and maintenance of such Joint Collaboration Patent.

14.2.3.3 Cooperation of the Parties. The Parties shall cooperate fully with respect to: (a) the preparation, filing, prosecution and maintenance of any Joint Collaboration Patents (including re-examinations, reissues, appeals, post grant reviews, inter partes reviews and requests for patent term adjustments and patent term extensions with respect to any Joint Collaboration Patents, together with the initiation or defense of interferences or derivation proceedings, positions and others similar proceedings with respect to the Joint Collaboration Patents, and any appeals therefrom, but not including any other enforcement actions, which are covered by Section 14.3) and in the obtaining and maintenance of any extensions, supplementary protection certificates and the like with respect to any Joint Collaboration Patents; and (b) the assessment as to whether any Intellectual Property developed hereunder warrants filing for patent protection in one or more countries in the Territory; *provided* that Tetra shall have the first right, at its option, to file for such patent protection and upon Tetra's decision not to file for such patent protection, IntelGenx shall have the right to decide to file for such patent protection; and (c) coordinating with respect to the preparation, filing, prosecution and maintenance of any patent applications or patents under any such Intellectual Property; and (d) the resolution of any disputes in connection with proceedings bringing into issue whether the Parties or another entity or individual is the first inventor to file under applicable patent law. Such cooperation includes: (i) executing all papers and instruments, or requiring its employees or contractors, to execute such papers and instruments, so as enable the other Party to apply for and to prosecute patent applications in any country; and (ii) promptly informing the other Party of any matters coming to such Party's attention that may affect the preparation, filing, prosecution or maintenance of any such patent applications.

14.3 **Patent and Regulatory Litigation**.

14.3.1 Notification. Each Party shall promptly notify the other Party in writing of any: (a) alleged or threatened infringement of any IntelGenx Patent, Tetra Collaboration IP or Joint Collaboration IP resulting from the making, using, selling, offering for sale or importing of any Generic Product or Competing Product in or for the Territory, of which they become aware; or (b) any allegation by a Third Party of which it becomes aware that the activity of either of the Parties or their Affiliates or subcontractor or sublicensee in connection with the Development, Supply or Commercialization of the Product infringes the issued patent rights (or would infringe the claims, if issued, of a pending patent application) of any Third Party in the Territory.

14.3.2 Patent and Regulatory Litigation. Tetra's legal counsel shall be responsible for managing any litigation brought by the Parties or by a Third Party seeking a judicial determination of whether the submission of Tetra's NDA or any other Regulatory Approval Application submitted in any country pursuant to any similar route of approval in the Territory or the importation, manufacture, use, sale or marketing of the Product infringes the patent rights of such Third Party ("Patent Litigation"). Tetra's legal counsel shall also be responsible for managing the Parties' participation in any proceedings and litigation related to citizen's petitions filed with the FDA and Health Canada regarding the Product or any claims based on or related to the Parties' or a Third Party's attempt to secure, challenge or appeal an FDA or Health Canada decision concerning such Product or any Competing Product (collectively, "Regulatory Litigation"). Tetra shall control and manage Patent Litigation and Regulatory Litigation and any other matters relating to Intellectual Property rights of a Third Party in its discretion, using counsel of its choice. In connection with such Patent Litigation, Regulatory Litigation or such other matters, each Party shall cooperate with each other at its own expense.

14.3.2.1 In connection with any Patent Litigation and/or Regulatory Litigation, Tetra's legal counsel shall keep IntelGenx' legal counsel (retained at IntelGenx' option and expense) reasonably informed with respect to material events in the progress and settlement of such Proceedings and litigation. IntelGenx' counsel may provide input relating to the management of Patent Litigation and Regulatory Litigation, and Tetra shall consider the suggestions of IntelGenx' counsel in good faith and take such suggestions into account to the extent that, in the judgment of Tetra's in house counsel, such suggestions do not adversely affect Tetra's position in any Intellectual Property and Regulatory Litigation.

14.3.2.2 IntelGenx' legal counsel shall be permitted to monitor the progress of the Intellectual Property and Regulatory Litigation, and Tetra shall keep IntelGenx informed of any intended settlement. IntelGenx shall fully cooperate with Tetra in connection therewith.

14.3.2.3 In the event of any patent litigation brought by a Third Party solely against IntelGenx for inducement to infringe or contributory infringement as a result of the obligations set forth in this Agreement, IntelGenx shall have the right to defend such litigation using legal counsel selected by Tetra, in its sole discretion ("Appointed Legal Counsel"), and at Tetra's cost and expense.

(a) In the event of such litigation and selection by Tetra, each Party shall cooperate with each other in connection therewith, including entering into appropriate joint defense and/or joint privilege agreements. In the event that Tetra makes a

determination to join a party to such litigation, IntelGenx shall, at Tetra's written request, move to implead Tetra as a party thereto.

(b) In connection therewith, IntelGenx shall ensure that the Appointed Legal Counsel shall keep Tetra informed with respect to the defense of such litigation (including access to all material documentation with regard thereto) and shall disclose to Tetra all material correspondence with the courts and adverse parties. If IntelGenx wishes to be represented with respect to such litigation by counsel of its own choosing (which counsel shall act in an advisory role only and shall not participate in the defense of such litigation), such representation shall be at IntelGenx' sole cost and expense.

(c) Tetra shall, subject to Applicable Laws, make available its employees and relevant records in its possession or control, as applicable and to the extent reasonably necessary to assist in the defense of such litigation.

14.3.3 Settlement and Assertion of Rights**.** Tetra shall be entitled to settle or compromise any claim with respect to Patent Litigation or Regulatory Litigation, and to enter into any agreement in respect thereof, without the prior written consent of IntelGenx. IntelGenx shall not enter into any settlement agreement, other agreement, consent judgment or other voluntary final disposition of any Proceeding, threatened Proceeding, litigation or threatening litigation relating to the Product without the prior written consent of Tetra. Both Parties shall have the right to assert all Intellectual Property rights related to the Product against Third Parties, subject to mutual consultation. Notwithstanding the foregoing or any text to the contrary contained herein, with respect to matters relating to Intellectual Property rights of any Third Party other than Patent Litigation or Regulatory Litigation, neither Party shall, without the consent of the other Party, enter into any settlement or compromise or consent to any judgment in respect of any claim and/or proceeding related that Party's license rights under this Agreement, unless such settlement, compromise or consent includes an unconditional release of the other Party from all liability arising out of the claim, if any, and does not otherwise limit or impair the other Party's rights under this Agreement.

14.4 **Expenses and Recovery**. If either Party recovers monetary damages in IP-related litigation, that Party shall retain one hundred percent (100%) of such monetary damages.

15. MISCELLANEOUS

15.1 **Independent Contractor**. Neither IntelGenx nor Tetra, together in each case with their respective employees and representatives, are under any circumstances to be considered as employees, partners, joint venturers, agents or representatives of the other by virtue of this Agreement, and neither shall have the authority or power to bind the other or contract in the other's name.

15.2 **Registration and Filing of this Agreement**. To the extent, if any, that either Party concludes in good faith that it or the other Party is required to file or register this Agreement or a notification thereof with any Regulatory Authority including, without limitation, the U.S. Securities and Exchange Commission or the U.S. Federal Trade Commission, in accordance with

Applicable Law, such Party shall inform the other Party thereof. Should both Parties jointly agree in writing that either of them is required to submit or obtain any such filing, registration or notification, they shall cooperate, each at its own expense, in such filing, registration or notification and shall execute all documents reasonably required in connection therewith. In such filing, registration or notification, the Parties shall request confidential treatment of sensitive provisions of this Agreement, to the extent permitted by Applicable Law. The Parties shall promptly inform each other as to the activities or inquiries of any such Regulatory Authority relating to this Agreement, and shall reasonably cooperate to respond to any request for further information therefrom on a timely basis.

15.3 **Notices**. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given when so delivered in person, by overnight courier, by facsimile transmission (with receipt confirmed by automatic transmission report) or two (2) Business Days after being sent by registered or certified mail (postage prepaid, return receipt requested), as follows:

If to Tetra: TETRA GROUP S.A.
xxx
xxx
xxx
Attention: xxx
Telephone: xxx
Facsimile: xxx
Email: xxx

With a copy to: xxx
xxx
xxx
Attention: xxx
Telephone: xxx
Facsimile: xxx
Email: xxx

If to IntelGenx:

Redacted: personal information

Either Party may by notice given in accordance with this Section 15.3 to the other Party designate another address or person for receipt of notices hereunder.

15.4 **Binding Effect; No Assignment**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither IntelGenx nor Tetra may assign any of its rights or delegate any of its liabilities or obligations hereunder without the prior written consent of the other Party, except that without the prior consent of the other Party (but with prior written notice to): (a) either Party may assign this Agreement to any purchaser of all or substantially all of its assets or business to which this Agreement relates; (b) either Party may assign this Agreement and/or its rights and obligations under this Agreement, in whole or in part, to any of its Affiliates; and (c) either Party may assign any of its rights to payments of royalties or any other amounts due under this Agreement to any of its Affiliates or any Third Party. No assignment hereunder shall relieve the assigning Party of its responsibilities or obligations hereunder; *provided, further* that any assignee (other than an assignee under clause (b) of this Section 15.4) shall agree in writing to be bound by all of the obligations of the assigning Party hereunder. Any purported assignment or transfer in violation of this Section 15.4 will be void *ab initio* and of no force or effect.

15.5 **No Implied Waivers; Rights Cumulative**. No failure on the part of IntelGenx or Tetra to exercise and no delay in exercising any right, power, remedy or privilege under this Agreement, or provided by statute or at law or in equity or otherwise, including the right or power to terminate this Agreement, shall impair, prejudice or constitute a waiver of any such right, power, remedy or privilege or be construed as a waiver of any breach of this Agreement or as an acquiescence therein, nor shall any single or partial exercise of any such right, power, remedy or privilege preclude any other or further exercise thereof or the exercise of any other right, power, remedy or privilege.

15.6 **Severability**. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable. The Parties further agree to replace such invalid or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable provision.

15.7 **Force Majeure**. Neither Party shall be liable for delay in delivery or nonperformance (except for any obligation for the payment of money), in whole or in part, nor shall the other Party have the right to terminate this Agreement except as otherwise specifically provided in this Section 15.7, to the extent that such delay in delivery or nonperformance is caused by any of the following events that are reasonably beyond the control of such Party and without the fault or negligence of such Party: fires, floods, embargoes, epidemics, quarantines, war, acts of war (whether war be declared or not), terrorism, insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any Regulatory Authority (a "Force Majeure"); *provided, however*, that the Party affected by such a condition shall, as soon as it becomes aware of same (but in any event within ten (10) days of its occurrence), give written notice to the other Party stating the nature of the condition, its anticipated duration and any action being taken to avoid or minimize its effect. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the nonperforming Party shall use its Commercially Reasonable Efforts to remedy its inability to perform; *provided, however*, that in the event the suspension of performance continues for a period

of ninety (90) consecutive calendar days after the date of the occurrence, and such failure to perform would constitute a material breach of this Agreement in the absence of such force majeure event, the non-affected Party may terminate this Agreement immediately by written notice to the other Party.

15.8 **Amendment**. This Agreement may not be amended and no provision hereof may be modified or waived, except by an instrument in writing duly executed by each of the Parties hereto.

15.9 **Rules of Construction**. The Parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or ruling of construction providing that ambiguities in an agreement or other document shall be construed against the Party drafting such agreement or document.

15.10 **Publicity**. The Parties shall jointly agree on any press releases and other public statement disclosing the existence of or relating to this Agreement prior to any such release or disclosure; *provided, however*, that neither Party shall be prevented from complying with any duty of disclosure it may have pursuant to Applicable Law, including securities laws applicable to a public company. During the Term, IntelGenx shall have the right to publicize the fact that it is collaborating with Tetra, *provided* that IntelGenx does not disclose any terms or conditions of this Agreement or any Confidential Information of Tetra.

15.11 **Expenses**. Except as expressly set forth herein, each Party shall bear all fees and expenses incurred by such Party in connection with, relating to or arising out of the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including attorneys', accountants' and other professional fees and expenses.

15.12 **Dispute Resolution; Governing Law; Submission to Jurisdiction; Waiver**.

15.12.1 In the event of any dispute between the Parties under this Agreement, the Parties will first attempt in good faith to resolve such dispute by negotiation and consultation between themselves. In the event that such dispute is not resolved on an informal basis within ten (10) days, either Party may refer the matter to the Parties' Executive Officers for attempted resolution. Each Party shall designate an "Executive Officer" of its company as the designee in the event of any dispute that has not been resolved in accordance with this Section 15.12.1. The Executive Officer shall be the President of the respective Party or his or her designee. The Executive Officers of the Parties will attempt in good faith to resolve such dispute by negotiation and consultation for a thirty (30) day period following such referral.

15.12.2 If the Executive Officers cannot reach consensus on a given matter within thirty (30) days, then, either Party may at any time thereafter proceed to litigation in accordance with this Section 15.12.2. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without regarding to its conflict of laws principles. In the event any action shall be brought to enforce or interpret the terms of this Agreement, the Parties agree that such action will be brought in the State or Federal courts located in New York. Each of IntelGenx and Tetra hereby irrevocably submits with regard to any action or proceeding for itself

and in respect to its property, generally and unconditionally, to the non-exclusive jurisdiction of the aforesaid courts. Each of IntelGenx and Tetra hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement: (a) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to lawfully serve process; (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); and (c) to the fullest extent permitted by Applicable Law, that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper, and (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. The Parties waive trial by jury in any suit or action brought for the resolution of any dispute under this Agreement.

15.13 **Entire Agreement**. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements, written or oral, between the Parties.

15.14 **Third Party Beneficiaries**. None of the provisions of this Agreement, express or implied, is intended to be or shall be for the benefit of or enforceable by any Person (including, without limitation, any creditor of either Party hereto) other than Tetra and IntelGenx and their respective successors and permitted assigns. No such Person shall obtain any right under any provision of this Agreement or shall by reasons of any such provision make any claim in respect of any debt, liability or obligation (or otherwise) against either Party hereto.

15.15 **Rights in Bankruptcy**.

(a) The Parties acknowledge that all rights and licenses granted under or pursuant to any Section of this Agreement are, and shall otherwise be deemed to be, for purposes of Section 365(n) of Title 11 of the United States Code, Canadian Bankruptcy and Insolvency Act and other similar foreign laws (collectively, the "Bankruptcy Code"), licenses of rights to be "intellectual property" as defined under the Bankruptcy Code or such foreign laws. If a case is commenced during the Term by or against either Party or its Affiliates under a Bankruptcy Code then, unless and until this Agreement is rejected as provided in such Bankruptcy Code, that Party that is the subject of such Bankruptcy case (in any capacity, including debtor-in-possession) and its successors and assigns (including, without limitation, a trustee) shall perform all of the obligations provided in this Agreement to be performed by such Party.

(b) If a Bankruptcy Code case is commenced during the Term by or against either Party; this Agreement is rejected as provided in the Bankruptcy Code; and the other Party elects to retain its rights hereunder as provided in the Bankruptcy Code; then the Bankruptcy-seeking Party, subject to the Bankruptcy Code case (in any capacity, including debtor-in-possession) and its successors and assigns (including, without limitation, a Title 11 trustee), shall promptly upon written request provide to the other Party copies of all information necessary for that Party to prosecute, maintain and enjoy the licenses it was granted under and according to the terms of this Agreement.

(c) All rights, powers and remedies of each Party, as a licensee hereunder, provided herein are in addition to and not in substitution for any and all other rights, powers and remedies now or hereafter existing at law or in equity (including, without limitation, the Bankruptcy Code) in the event of the commencement of a Bankruptcy Code case by or against the other Party.

15.16 **Interpretation and Construction**. The captions or headings of Sections in this Agreement are provided for convenience only and shall not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement. Unless otherwise expressly provided in this Agreement, the terms "shall have responsibility for", "shall be responsible for" or the like, shall be deemed to be followed by "and shall be obligated to duly carry out such responsibility." As used in this Agreement, any reference to gender shall include all genders and any reference to the plural shall include the singular, and the singular shall include the plural. Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to in this Agreement as a whole and not to any particular provision of this Agreement, and annex, article, section, paragraph, exhibit, annex and schedule references are references to the annex, articles, sections, paragraphs, exhibits, annexes, and schedules of this Agreement, unless otherwise specified.

15.17 **Counterparts; Signatures**. This Agreement may be executed in multiple counterparts, all of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document. Signatures provided by facsimile or e-mail transmission shall be deemed to be original signatures.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

INTELGENX CORP.

By: _____
Name: EVP & CFO
Title:
31/03/2017

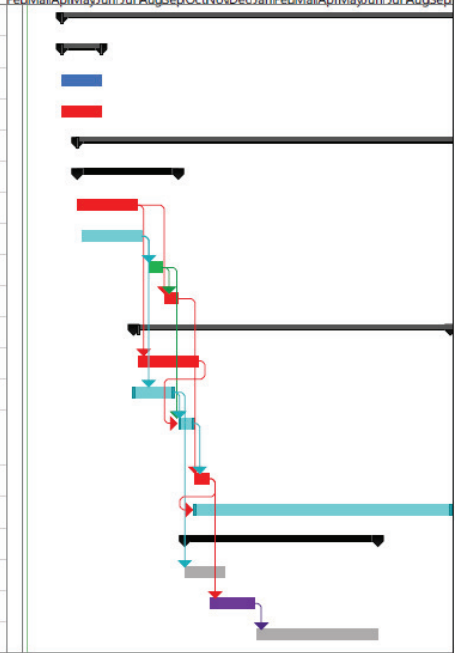
TETRA BIO-PHARMA INC.

By: _____
Name:
Title: CEO
31/03/2017

Exhibit A

Development Plan

ID	Task Mode	Task Name	Duration	Start	Finish
1		**THC tablet proof of concept**	**970 days**	**Mon 17-04-17**	**Fri 21-01-01**
2		**Lab scale activitites (IGX)**	**40 days**	**Mon 17-04-17**	**Fri 17-06-09**
3		Formulation optimization	40 days	Mon 17-04-17	Fri 17-06-09
4		Analytical method optimization	40 days	Mon 17-04-17	Fri 17-06-09
5		**Scale up and clinical batches**	**955 days**	**Mon 17-05-08**	**Fri 21-01-01**
6		**Complex activities (external)**	**145 days**	**Mon 17-05-08**	**Fri 17-11-24**
7		Analytical method transfer and validation	60 days	Mon 17-05-08	Fri 17-07-28
8		Scale up and setting of parameters	60 days	Mon 17-05-15	Fri 17-08-04
9		Manufacture of complex for clinical	15 days	Mon 17-08-14	Fri 17-09-01
10		Testing and release	15 days	Mon 17-09-04	Fri 17-09-22
11		**Tablet activities (IGX)**	**895 days**	**Mon 17-07-31**	**Fri 21-01-01**
12		Analytical method validation	60 days	Mon 17-07-31	Fri 17-10-20
13		Scale up and seeting of parameters	40 days	Mon 17-07-24	Fri 17-09-15
14		Manufacturing and packaging of buccal tablet	15 days	Mon 17-09-25	Fri 17-10-13
15		Testing and release of finished product	15 days	Mon 17-10-16	Fri 17-11-03
16		Stability study	251 days	Mon 17-10-16	Sat 18-09-29
17		**Clinical studies**	**230 days**	**Mon 17-09-18**	**Fri 18-08-03**
18		Non clinical irritation study ?	40 days	Mon 17-10-02	Fri 17-11-24
19		document and approval	45 days	Mon 17-11-06	Fri 18-01-05
20		Phase II a proof of concept	120 days	Mon 18-01-08	Fri 18-06-22



Project: timeline Feb 2017 THC
Date: Wed 17-03-01

Scale-up activities	Inactive Milestone	Finish-only
R&D activities	Inactive Summary	External Tasks
Analytical activities	Manual Task	External Milestone
GMP activities	Duration-only	Deadline
Clinical activities	Manual Summary Rollup	Progress
Regulatory activities	Manual Summary	Manual Progress
Inactive Task	Start-only	

Conditions and assumptions:

Complex activities and clinical studies duration are displayed for information only, and are subject for discussion between partners and Third Parties and are subject to change.

Exhibit B

Estimated IntelGenx' Development Costs for Product

Redacted: activities

Conditions and assumptions:

Excludes costs of clinical studies.
Excludes costs of API complexation activities.
Assumes that certain projects can be run in parallel.
Excludes costs of API.
Contingency is introduced to support potential rework, failure results, equipment special tooling and other unpredictable risks.

Exhibit C

Net Sales Report

	Month x	Month y	Month z	Quarter X
Units Sold				
SKU 1				$ -
SKU 2				$ -
SKU 3				$ -
Total Units Sold	$ -	$ -	$ -	$ -
Gross Sales				
SKU 1				$ -
SKU 2				$ -
SKU 3				$ -
Total Gross Sales	$ -	$ -	$ -	$ -
Accrued Sales Credits				
credits				$ -
refunds				$ -
allowances				$ -
charge-backs				$ -
rebates				$ -
distribution and other fees				$ -
reimbursements				$ -
adjustments, allowances and credits for price adjustments				$ -
shelf stock or floor stock adjustments				$ -
billing errors				$ -
rejected goods				$ -
product recalls				$ -
return of damaged goods				$ -
charge for freight, insurance, handling, or other transportation costs				$ -
Governmental rebates or price reductions				$ -
Government mandated taxes				$ -
“Failure-to-Supply” and/or re-procurement penalties				$ -
Total Accured Sales Credits		$ -	$ -	$ -
Total Net Sales		$ -	$ -	$ -

Exhibit D

Licensed Patents

1. US 8,735,374 entitled Oral mucoadhesive dosage form

Exhibit E

Sublicensed Patents

1. US 7,592,328 entitled Natural cyclodextrin complexes; and
2. CA 2,476,834 entitled Natural cyclodextrin complexes of cannabinoids.

Exhibit F

Dosage Strengths

Redacted: data