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RESEARCH AND MATERIAL TRANSFER AGREEMENT

This Research And Material Transfer Agreement ("Agreement") is made as of the 27th day of April, 2022 ("Effective Date") between Theratechnologies Inc., a company organized under the [redacted] ("**Company**"), and FUNDACION PÚBLICA ANDALUZA PARA LA GESTIÓN DE LA INVESTIGACIÓN EN SALUD DE SEVILLA (FISEVI), on behalf of Instituto de Biomedicina de Sevilla/ Institute of Biomedicine of Seville (IBIS), with [redacted], Sevilla, España("**Institution**"), each referred to herein individually as a "Party" and collectively as the "Parties."

Preamble

Institution, through Dr. Manuel Romero-Gómez and of the SeLiver Group, has sought from Company a grant to conduct a research project using Tesamorelin (the "**Drug**") and titled "**Effect of Tesamorelin in NAFLD animal model: ammonia mediated**" (the "**Study**"), a copy of the Study being attached to this Agreement as Exhibit "A";

Institution will conduct such Study through Dr. Manuel Romero-Gómez (the "**Principal Investigator**") at Instituto de Biomedicina de Sevilla (IBIS) located [redacted], (the "**Study Location**");

Company agreed to provide Institution with the Drug and an amount of money (the "**Financial Sponsorship**") subject to the terms and conditions provided in this Agreement;

The parties desire to enter into this Agreement to set forth the terms for the use, transfer, and disposal of the Drug and the research relating to the Study.

Accordingly, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1: Study Performance

1.1 Conduct of Study. In accordance with, and subject to, the terms and condition provided for in this Agreement, Institution, through Principal Investigator, shall conduct the Study at the Study Location using the Drug. Institution shall not conduct the Study outside of the Study Location without the prior written consent of Company. Institution shall ensure that its personnel who conduct or assist in conducting the Study, including but not limited to Principal Investigator, comply with all applicable obligations under this Agreement and with all rules and regulation applicable to the conduct or research projects in Europe.

1.2 Use of Study Drug: Company accepts to supply the Drug to Institution solely for the conduct of the Study (the "**Permitted Use**"). The Drug shall not be used any other way than within the scope and limits of the Permitted Use. If Institution or Principal Investigator desire to

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perform research outside the scope of the Permitted Use, they shall seek the prior written approval of Company.

1.3 Completion of the Study. For purposes of this Agreement, the Study shall be considered to be complete and concluded at such time the final clinical report/publication (the "**Final Report**") of the Study is completed and remitted to Company. The Final Report shall be sent to Company on the earlier of (i) six months after Study completion and (ii) two years after the Effective Date.

1.4 Provision and Use of Drug. Company shall provide and deliver to Institution, at no charge to Institution, 25 vials of 4mg (in bulk). The Drug shall be provided to Institution within a reasonable delay following the Effective Date. Institution and Principal Investigator will safeguard such Drug with the degree of care used for their own property and shall return or otherwise dispose of any remaining Drug in the event that it is not entirely used during the term of the Study or if the Study is halted for any reason whatsoever, including termination of this Agreement by Company. Institution and Principal Investigator shall supply Company with a certificate of destruction in the event that Company requires the remainder Drug to be destroyed.

Institution and Principal Investigator will not undertake any tests on the Drug. Institution agrees to use and store the Drug in compliance with all applicable rules and regulation and all Company written instructions. Institution shall bear all the risks associated with any use, storage or disposal of the Drug, once delivered. Company makes no warranties, representations or undertaking with respect to utility, efficacy, non-toxicity, safety or appropriateness of using the Drug for a particular purpose.

Institution shall retain control of the Drug and shall not sell, send or otherwise dispose or release the Drug to any third party. Any use of the Drug outside of the Permitted Use is prohibited, including using the Drug for commercial purposes.

1.5 Payment of Financial Sponsorship. Company shall support Institution through the Financial Sponsorship set forth in Exhibit "B" attached hereto. Exhibit "B" sets forth the amount of the Financial Sponsorship, the details related to the funding thereof and the coordinates of Institution where bank transfer shall be made.

Institution shall use the Financial Sponsorship solely to conduct the Study. Institution shall manage the Financial Sponsorship applying the same degree of care as that applied for the management of its own funds. Upon request from Company, Institution shall provide to Company (i) details on the use of the Financial Sponsorship, and (ii) evidence of expenses incurred through the submission of receipts.

Institution shall return to Company any unused amount from the Financial Sponsorship upon completion of the Study or in the event that the Study is halted for any reason whatsoever, including termination of this Agreement by Company. The return of the unused portion of the Financial Sponsorship shall occur within ten (10) days following completion or halt of the Study or termination of this Agreement during its term.

Section 2: Publication and Use of Name

2.1 Company authorizes Institution and/or Principal Investigator to publish or present the final results of the Study, where the provision of the Drug and Financial Sponsorship by

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Company in all such presentation or publications will be acknowledged. However, Institution and Principal Investigator shall, before any such publication or presentation, furnish Company with a copy thereof, at least thirty (30) days prior to submission for manuscripts and at least fourteen (14) days prior to submission for abstracts and other presentations or publications, including but not limited to press releases or posters. Within twenty-one (21) days of receipt (and seven (7) in the case of an abstract), Company shall review such proposed publications or presentation and provide Institution and/or Principal Investigator with its comments. Institution and/or Principal Investigator shall, as required by Company, delete any Company Confidential Information prior to publication or presentation and address any reasonable comments made by Company. If Company has identified any patentable inventions, and/or if necessary in order to secure any intellectual property protection, Company may require Institution and Principal Investigator to delay any presentation and publication for up to an additional ninety (90) days or until any patent application or applications have been filed, whichever shall first occur. No announcement of this Agreement shall be made by Institution or Principal Investigator without the prior consent of Company. As a condition precedent to such consent, Company shall review and be in agreement with the form and timing of any communication announcing this Agreement.

2.2 Except for disclosure by Institution of Company's support for the Study in publications, neither Party to this Agreement shall use the name of the other Party or of any staff member, employee, student, or agent of the other Party or any adaptation, acronym or name by which the other Party is commonly known, in any advertising, promotional or sales literature or in any publicity without the prior written approval of the Party or individual whose name is to be used.

Section 3: Intellectual Property/Control Study Data/Results

3.1 Company does not grant to Institution or Principal Investigator or any other person or entity involved in the Study any right to the Drug, except the right to use the Drug for the purpose of conducting the Study. All documents, reports, protocols, data, trade secrets, know how, methods, operations, designs, formulas, and other such information provided by Company to Institution or Principal Investigator pursuant to this Agreement, and any discoveries, inventions, improvements, patent rights, and any other proprietary information related to the Drug owned by Company shall remain Company's exclusive property.

3.2 Institution and Principal Investigator will disclose promptly to Company any and all inventions, discoveries and improvements learned, conceived, generated or reduced to practice by Institution, Principal Investigator, or someone under Institution or Principal Investigator's supervision in the course of the performance of the Study ("**Inventions**"). Institution declares and confirms to the Company that Principal Investigator has transferred and assigned to Institution any rights Principal Investigator has and may have in any Invention, and for greater certainty, Principal Investigator hereby transfers and assigns to Institution any rights he has and may have in any Invention hereunder. Institution undertakes to have all employees and agents involved in the Study to transfer and assign to Institution any rights they have and may have in any Invention. Inventorship of any Invention shall be determined in accordance with Spanish patent law. Title to Inventions shall reside with Company, if Company agents, representatives, or employees are the sole inventors. Title to Inventions shall reside with Institution, if Institution agents, representatives, or employees are the sole inventors. Title to Inventions shall reside jointly with Institution and Company if Institution and Company agents, representatives, or employees are inventors.

3.3 Company shall have an exclusive, perpetual, worldwide, royalty-free and fully paid license, with the right to sub-license, on Institution's rights in all Inventions. It is understood that

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Institution will keep the right to use any Invention for non-commercial research and for educational purposes only.

Company shall be responsible for the preparation, filing, prosecution, issuance, and maintenance of all patent rights relating to Inventions licensed to Company hereunder and for which Company chooses to file patent rights. Company will pay for all costs and expenses related thereto.

Should Institution wish to patent an Invention that Company has not pursued then Institution shall give Company a written notice requesting Company's intentions with regards to such patent filing. Company shall have 60 days to reply in writing to Institution. If Company decides to proceed with such patent application, it shall so inform Institution, and Company shall then be responsible for the filing, prosecution, issuance, and maintenance of the patent relating to the Invention in question and the costs and expenses relating thereto. If Company decides not to proceed with such patent application, it shall so inform Institution, and Institution may then elect to be responsible for the filing, prosecution, issuance, and maintenance of the patent relating to the Invention in question, and for all costs and expenses related thereto and said Invention shall be deemed never to have been included in the License Agreement.

Institution and Company agree to cooperate and sign all documents as requested for any patent filing, prosecution, issuance and maintenance.

3.4 Study Data. Institution hereby grants Company an exclusive, worldwide, royalty-free and fully paid license, with the right to sub-license, for the use of the data and unpublished research results generated in the performance of the Study (collectively the "**Study Data**").

Further, and without limiting the foregoing or the confidentiality provisions of Section 7, in recognition of Company's legitimate business interest in keeping Study Data from being made available to its commercial competitors, Institution and Principal Investigator shall not disclose the Study Data, except as necessary for internal non-commercial research and for education purposes.

3.5 Compliance with Regulatory Authorities. In the event Company desires to file a marketing authorization application, or the equivalent thereof, with any regulatory authority which filing requires Company to submit Study Data, results or information pertaining to the Study, then Principal Investigator and Institution hereby agree to assist Company in complying with such request and shall give Company access to such data, information and results as reasonably necessary to enable Company to comply with such request. In addition, if reasonably required by Company or required by any regulatory authority, Institution and Principal Investigator shall forward the requested data, results or information directly to such regulatory authority.

Section 4: Study Records

Institution agrees that Company may audit Institution and/or Principal Investigator in order to ensure compliance with this Agreement. Any audits conducted by Company will be undertaken in conjunction with Institution, at reasonable times and with reasonable prior notice, and pursuant to guidelines established by Institution in order to assure confidentiality. Institution and Principal Investigator shall also make Study records available upon request for review by representatives of government authorities with valid jurisdiction, including but not limited to the European Medicines Agency. Institution and Principal Investigator each agree to provide Company with copies of all materials, correspondence, statements, forms and records that Institution or Principal

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Investigator receives from or provides to the government authority that relate to the Drug, as the case may be.

Section 5: Confidential Information

5.1 In the performance of this Agreement, Principal Investigator, Company and Institution may disclose to each other certain confidential and proprietary information, including but not limited to the Study, information about the Drug, and any and all information, data, reports, or documents of any kind and in any form, or any trade secrets, discoveries, inventions or improvements ("**Confidential Information**") disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"). The rights and obligations of the parties with respect to such Confidential Information are set forth in this Section 5.

5.2 The obligations of confidentiality set forth in this Section 5 do not apply to the extent that:

(i) Confidential Information is or becomes public knowledge through no breach of this Agreement;

(ii) The information was rightfully in the Receiving Party's possession prior to the date of this Agreement, and was not already subject to a confidentiality and non-disclosure agreement, as evidenced by written records maintained by the Receiving Party;

(iii) The information was lawfully received from a third party that has a right to make such disclosure and that did not obtain such information in violation of the Disclosing Party's rights or under obligation of confidentiality to the Disclosing Party;

(iv) The information is independently developed by the Receiving Party in the course of work by the Receiving Party's employees, officers, agents or affiliates who/which have not had access to the Confidential Information, as evidenced by written records maintained by the Receiving Party;

(v) The Disclosing Party provides written authorization for disclosure of Confidential Information;

(vi) The Receiving Party is obligated to produce Confidential Information pursuant to a requirement of applicable law or an order of a court of competent jurisdiction or a facially valid administrative, Congressional or other subpoena, provided that the Receiving Party, subject to the requirement or order or subpoena (A) promptly notifies Disclosing Party and (B) cooperates reasonably with Disclosing Party's efforts to contest or limit the scope of such disclosure; or

(vii) If Company is required to disclose some of the Confidential Information under the rules and regulations of Canadian securities regulatory authorities to which it is subject. Under such circumstances, Company will not be in breach of this Section of the Agreement.

5.3 Each Receiving Party agrees that it will maintain all Confidential Information disclosed by the Disclosing Party in strict confidence and that it will not permit the Confidential Information of the other in its possession to be disclosed to any third party, except as necessary to conduct the

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Study or as permitted under this Agreement.

5.4 The Receiving Party further agrees that it will not deal with, use or exploit the Confidential Information of the other for any purpose not agreed upon by the parties under this Agreement.

5.5 Upon termination of this Agreement, in whole or in part, the Receiving Party shall, upon request, forthwith return to the Disclosing Party all Confidential Information of the Disclosing Party in the possession of the Receiving Party, and except that the Receiving Party may keep one (1) copy of the Confidential Information for its records to show compliance with this Agreement.

5.6 Period of Restriction. For a period of five (5) years after the termination or expiration of this Agreement, Receiving Party agrees to use reasonable efforts, no less than the protection given its own confidential information, to use Confidential Information received from Disclosing Party only in accordance with this Section 5 and this Agreement.

5.7 Use of Confidential Information. When Institution and Principal Investigator are the Receiving Party, they agree to use Company's Confidential Information solely for the purposes of conducting the Study. Institution and Principal Investigator agree to make Confidential Information available only to those personnel and consultants who require access to it in the performance of the Study and to ensure that they are bound by confidentiality agreements with terms similar as those contained herein and to inform them of the confidential nature of such information.

5.8 Notice of Unauthorized Disclosure. Receiving Party shall notify, and shall require any recipient to notify Disclosing Party of any disclosure not authorized hereunder of which it becomes aware. In such situations, Receiving Party shall take and shall require each such recipient to take reasonable steps to prevent any further disclosure or unauthorized use.

Section 6: Term and Termination

6.1 Term. The term of this Agreement shall be from the earlier of (i) the Effective Date until remittance by Institution to Company of the Final Report and (ii) two (2) years from the Effective Date, unless earlier terminated in accordance with Section 6.2.

6.2 Termination. Company may terminate this Agreement at any time, at its sole discretion, upon 30-day prior written notice. Either Party may terminate this Agreement at any time upon a 30-day prior written notice thereof to the other Party in the event of a breach of the Agreement by the other Party that is not cured by the defaulting party within fifteen (15) days from receipt of such written notice.

6.3 Effects of Termination. Upon termination of this Agreement, Institution and Principal Investigator shall:

(i) Cease using the Drug;
(ii) Comply with the terms of Section 1.4 (Drug return or destruction) and Section 1.5 (Financial Sponsorship return), to the extent applicable, as well as Section 5.5; and
(iii) Provide Company with all Study Data on hand and any draft Final Report.

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6.4 Survival. The obligations of the Parties under Sections 3, 4, 5, 6, and 7 shall survive any termination or expiration of this Agreement.

Section 7: Notices

7.1 Any written notices, reports, correspondences or other communications required under or pertaining to this Agreement shall be given by prepaid, first class, registered or certified mail, by an express/overnight delivery service provided by a commercial carrier or by email. Notices shall be deemed given on the date received if delivered as indicated by the carrier receipt if sent to the addresses set forth below or to such other addresses as may be designated by a party in writing:

To Institution:
Fundación Pública Andaluza para la Gestión de la Investigación en Salud de Sevilla (FISEVI)
[redacted]

To Principal Investigator:
[redacted]

To Company:
[redacted]

Section 8: Miscellaneous

8.1 Preamble: The preamble forms part of the present Agreement.

8.2 Amendment. The terms of this Agreement can be modified only by a writing, which is signed by authorized representatives of Institution and Company.

8.3 Priority of Terms. In the event of any conflict between the provisions of the Study or the subject consent forms, and the provisions of this Agreement, the provisions of this Agreement shall govern the mutual rights and obligations of the Parties herein, and shall prevail.

[redacted]

8.4 Choice of Law, Jurisdiction and Venue. This Agreement shall be governed by the laws of Spain.

8.4 Assignment. Institution shall not be entitled to assign any of its rights and obligations hereunder, including this Agreement, without the prior written consent of Company, provided, however, that Company shall be entitled to assign its rights and obligations hereunder, in whole or in part, or this Agreement, in the event of an amalgamation, merger, corporate reorganization, arrangement, take-over bid, or any other transaction of like nature, including but not limited to a sale of all or substantially all of its assets.

8.5 No Partnership: Nothing in this Agreement, any attachment hereto or any other written agreements made pursuant hereto shall constitute Institution or Principal Investigator, or any of their employees and agents involved in the Study, as an employee, joint venturer, partner or servant of Company.

12.6 Entire Agreement. This Agreement, including any exhibits, attachments, and other documents that are incorporated by reference herein, constitutes the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement, and supersedes and replaces all prior agreements, understandings, writings and discussions between the Parties.

12.7 Waiver. The failure of a Party in any instance to insist upon the strict performance of the terms of this Agreement shall not be construed to be a waiver or relinquishment of any of the terms of the Agreement, whether at the time of the Party's failure to insist upon strict performance or at any time in the future, and such term(s) shall continue in full force and effect.

12.8 Severability. Each clause of this Agreement is a distinct and severable clause and if any clause is deemed illegal, void, or unenforceable, the validity, legality, or enforceability of any other clause of this Agreement will not be affected thereby.

12.9. Titles. All the titles and headings contained in the Agreement are inserted only as a matter of convenience and reference and do not define, limit, extend, or describe the scope of this Agreement or the intent of any of its provisions.

12.10 Counterpart Signatures. This Agreement may be executed in one or more counterparts, each of which counterpart shall be deemed an original Agreement and all of which shall constitute but one Agreement.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date above written.

THERATECHNOLOGIES INC.

[redacted]

Name: Christian Marsolais
Title: Senior Vice President and Chief Medical Officer

06-May-2022
Date:_____

PRINCIPAL INVESTIGATOR: Read, acknowledged and accepted as regard to Principal Investigator's obligations hereunder:

[redacted]

By: Dr. Manuel Romero-Gomez

04-may.-2022
Date: _____

FUNDACION PÚBLICA ANDALUZA PARA LA GESTIÓN DE LA INVESTIGACIÓN EN SALUD DE SEVILLA (FISEVI)

[redacted]

Name: José Cañón Campos

Title: Managing Director

06-may.-2022
Date:_____