

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON D.C. 20549

FORM 20-F/A

(Amendment No. 1)

x REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

o ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended

OR

o TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from **to**

OR

o SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of event requiring this shell company report

Commission file number:

Indivior PLC

(Exact name of Registrant as specified in its charter and translation of Registrant's name into English)

England and Wales

(Jurisdiction of incorporation or organization)

103-105 Bath Road

Slough

Berkshire SL1 3UH

United Kingdom

(Address of principal executive offices)

Shaun Thaxter

Chief Executive Officer

10710 Midlothian Turnpike

Suite 430

Richmond, VA 23235

Tel: +1 804 423 7081

Fax: +1 804 823 2694

(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

Copies to:

Eric W. Blanchard

Covington & Burling LLP

The New York Times Building

620 Eighth Avenue

New York, NY 10018

Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
American Depositary Shares, each representing 5 ordinary shares, having a nominal value \$0.10 per share	[.]
Ordinary Shares, nominal value \$0.10 per share(1)	

(1)Not for trading, but only in connection with the listing of the American Depositary Shares

Securities registered or to be registered pursuant to Section 12(g) of the Act: **None**

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act: **None**

Number of outstanding shares of each of the issuer's classes of capital or common stock as of June 30, 2016: 720,597,566 ordinary shares.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

☐ Yes ☒ No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

☐ Yes ☐ No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

☐ Yes ☒ No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

☐ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of “accelerated filer and large accelerated filer” in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐ Accelerated filer ☐ Non-accelerated filer ☒

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP ☐ International Financial Reporting Standards as issued by the International Accounting Standards Board ☒ Other ☐

If “Other” has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow:

☐ Item 17 ☐ Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

☐ Yes ☐ No

EXPLANATORY NOTE

This Amendment No. 1 to the registration statement on Form 20-F (File No. 001-37835) is being filed solely to file certain exhibits. As a result, this Amendment No. 1 consists of a cover page, this explanatory note, a revised list of exhibits (Item 19 of Part III), a signature page and Exhibit 2.1, as well as Exhibits 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15 and 4.16. Other than as expressly set forth above, this Amendment No. 1 does not, and does not purport to amend, restate or update the information contained in our registration statement on Form 20-F filed with the U.S. Securities and Exchange Commission on July 14, 2016.

ITEM 19: EXHIBITS

Exhibit No.	Description
1.1^	Memorandum and Articles of Association of Indivior PLC.
2.1**	Deposit Agreement dated December 23, 2014 among Indivior PLC, JPMorgan Chase Bank, N.A., as Depositary and Owners and Holders from time to time of the American Depositary Receipts issued thereunder, including the Form of American Depositary Receipt.
2.2*	Amendment No. 1 to Deposit Agreement among Indivior PLC, JPMorgan Chase Bank, N.A. as Depositary and Holders from time to time of the American Depositary Receipts issued thereunder, including the Form of American Depositary Receipt.
4.1*	Credit Agreement, by and among Morgan Stanley Senior Funding, Inc., Indivior Finance S.à.r.l., Indivior Finance (2014) LLC, RBP Global Holdings Limited and the other Loan Parties, dated December 19, 2014.
4.2*	First Amendment to the Credit Agreement, Credit Agreement, by and among Morgan Stanley Senior Funding, Inc., Indivior Finance S.à.r.l., Indivior Finance (2014) LLC, RBP Global Holdings Limited and the other Loan Parties, dated March 16, 2015.
4.3***†	Demerger Agreement, by and among Reckitt Benckiser Group PLC, Indivior PLC, Reckitt Benckiser Healthcare (UK) Limited, RB Pharmaceuticals Limited and RBP Global Holdings Limited, dated November 17, 2014.
4.4***†	Transitional Services Agreement by and between Reckitt Benckiser PLC and RBP Global Holdings Limited, dated December 23, 2014.
4.5***†	Deed of Tax Covenant by and between Reckitt Benckiser Group plc and Indivior PLC, dated December 23, 2014.
4.6***†	United States Tax Matters Agreement by and between Reckitt Benckiser Group PLC and Indivior PLC, dated December 23, 2014.
4.7***†	Amended and Restated Supply Agreement by and between Reckitt Benckiser Healthcare (UK) Limited and RB Pharmaceuticals Limited, as amended and restated on November 17, 2014.
4.8***†	Copacker Supply Agreement by and between Reckitt Benckiser Healthcare (UK) Limited and RB Pharmaceuticals Limited, dated December 23, 2014.
4.9***†	Lease of Land and Buildings at Dansom Lane, Hull HU8 7DS, by and between Reckitt Benckiser Healthcare (UK) Limited and RB Pharmaceuticals Limited, dated December 1, 2014.
4.10***†	Research and Development Services Agreement by and between Reckitt Benckiser Healthcare (UK) Limited and RB Pharmaceuticals Limited, dated December 23, 2014.

4.11**†	Commercial Exploitation Agreement by and between MonoSol Rx, LLC and Reckitt Benckiser Pharmaceuticals Inc., dated August 15, 2008 (as amended on August 19, 2009, November 13, 2009, March 30, 2010, October 13, 2010, December 15, 2010, December 9, 2011, December 1, 2012, October 14, 2013 (by Addendum A), and July 30, 2014 (by Addendum B).
4.12**†	License Agreement by and between XenoPort, Inc. and Reckitt Benckiser Pharmaceuticals Inc., dated May 14, 2014.
4.13**#	Indivior Long-Term Incentive Plan.
4.14**#	Indivior UK Savings Related Share Option Plan.
4.15**#	Indivior U.S. Employee Stock Purchase Plan.
4.16**#	Indivior Global Stock Profit Plan.
8.1^	List of Subsidiaries.

†	Confidential treatment requested as to certain portions, which portions have been omitted and filed separately with the Securities and Exchange Commission
*	To be filed by amendment
**	Filed herewith
^	Previously filed
#	Indicates management contract or compensatory plan, contract or agreement.

Signatures

The Registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this Amendment No. 1 on its behalf.

Indivior PLC

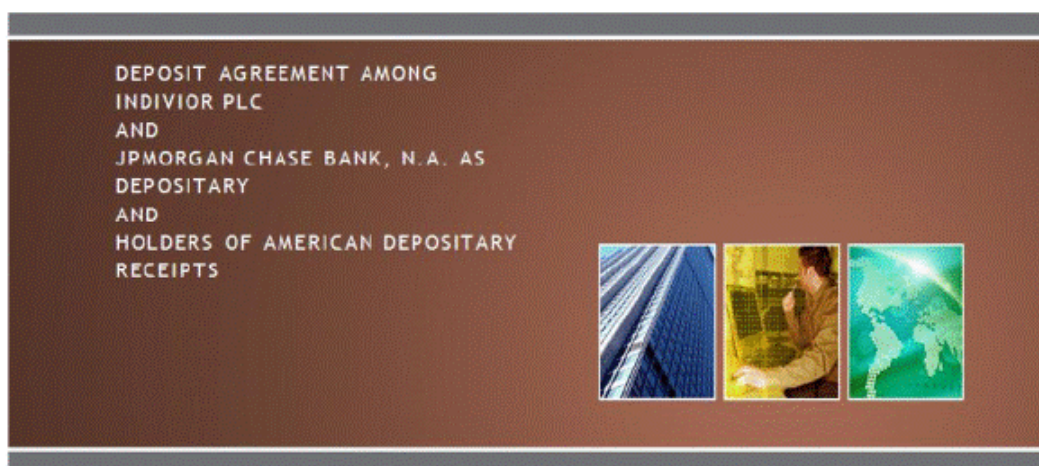
By: _____

/s/ Shaun Thaxter

Shaun Thaxter

Chief Executive Officer

Date: July 29, 2016



J.P.Morgan

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DEPOSIT AGREEMENT dated as of December 23, 2014 (the "Deposit Agreement") among INDIVIOR PLC and its successors (the "Company"), JPMORGAN CHASE BANK, N.A., as depositary hereunder (the "Depositary"), and all holders from time to time of American Depositary Receipts issued hereunder ("ADRs") evidencing American Depositary Shares ("ADSs") representing deposited Shares (defined below). The Company hereby appoints the Depositary as depositary for the Deposited Securities and hereby authorizes and directs the Depositary to act in accordance with the terms set forth in this Deposit Agreement. All capitalized terms used herein have the meanings ascribed to them in Section 1 or elsewhere in this Deposit Agreement. The parties hereto agree as follows:

1. Certain Definitions.

(a) "ADR Register" is defined in paragraph (3) of the form of ADR.

(b) "ADRs" mean the American Depositary Receipts executed and delivered hereunder. ADRs may be either in physical certificated form or Direct Registration ADRs (as hereinafter defined). ADRs in physical certificated form, and the terms and conditions governing the Direct Registration ADRs, shall be substantially in the form of Exhibit A annexed hereto (the "form of ADR"). The term "Direct Registration ADR" means an ADR, the ownership of which is recorded on the Direct Registration System. References to "ADRs" shall include certificated ADRs and Direct Registration ADRs, unless the context otherwise requires. The form of ADR is hereby incorporated herein and made a part hereof; the provisions of the form of ADR shall be binding upon the parties hereto.

(c) Subject to paragraph (13) of the form of ADR, each "ADS" evidenced by an ADR represents the right to receive five Shares and a pro rata share in any other Deposited Securities.

(d) "Custodian" means the agent or agents of the Depositary (singly or collectively, as the context requires) and any additional or substitute Custodian appointed pursuant to Section 9.

(e) The terms "deliver", "execute", "issue", "register", "surrender", "transfer" or "cancel", when used with respect to Direct Registration ADRs, shall refer to an entry or entries or an electronic transfer or transfers in the Direct Registration System, and, when used with respect to ADRs in physical certificated form, shall refer to the physical delivery, execution, issuance, registration, surrender, transfer or cancellation of certificates representing the ADRs.

(f) "Delivery Order" is defined in Section 3.

(g) "Deposited Securities" as of any time means all Shares at such time deposited under this Deposit Agreement and any and all other Shares, securities, property and cash at such time held by the Depositary or the Custodian in respect or in lieu of such deposited Shares and other Shares, securities, property and cash.

(h) “Direct Registration System” means the system for the uncertificated registration of ownership of securities established by The Depository Trust Company (“DTC”) and utilized by the Depository pursuant to which the Depository may record the ownership of ADRs without the issuance of a certificate, which ownership shall be evidenced by periodic statements issued by the Depository to the Holders entitled thereto. For purposes hereof, the Direct Registration System shall include access to the Profile Modification System maintained by DTC which provides for automated transfer of ownership between DTC and the Depository.

(i) “Holder” means the person or persons in whose name an ADR is registered on the ADR Register.

(j) “Securities Act of 1933” means the United States Securities Act of 1933, as from time to time amended.

(k) “Securities Exchange Act of 1934” means the United States Securities Exchange Act of 1934, as from time to time amended.

(l) “Shares” mean the ordinary shares of the Company, and shall include the rights to receive Shares specified in paragraph (1) of the form of ADR.

(m) “Transfer Office” is defined in paragraph (3) of the form of ADR.

(n) “Withdrawal Order” is defined in Section 6.

2. ADRs. (a) ADRs in certificated form shall be engraved, printed or otherwise reproduced at the discretion of the Depository in accordance with its customary practices in its American depositary receipt business, or at the request of the Company typewritten and photocopied on plain or safety paper, and shall be substantially in the form set forth in the form of ADR, with such changes as may be required by the Depository or the Company to comply with their obligations hereunder, any applicable law, regulation or usage or to indicate any special limitations or restrictions to which any particular ADRs are subject. ADRs may be issued in denominations of any number of ADSs. ADRs in certificated form shall be executed by the Depository by the manual or facsimile signature of a duly authorized officer of the Depository. ADRs in certificated form bearing the facsimile signature of anyone who was at the time of execution a duly authorized officer of the Depository shall bind the Depository, notwithstanding that such officer has ceased to hold such office prior to the delivery of such ADRs.

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(b) Direct Registration ADRs. Notwithstanding anything in this Deposit Agreement or in the form of ADR to the contrary, ADSs shall be evidenced by Direct Registration ADRs, unless certificated ADRs are specifically requested by the Holder.

(c) Holders shall be bound by the terms and conditions of this Deposit Agreement and of the form of ADR, regardless of whether their ADRs are Direct Registration ADRs or certificated ADRs.

3. Deposit of Shares. In connection with the deposit of Shares hereunder, the Depository or the Custodian may require the following in form reasonably satisfactory to it: (a) a written order directing the Depository to issue to, or upon the written order of, the person or persons designated in such order a Direct Registration ADR or ADRs evidencing the number of ADSs representing such deposited Shares (a “Delivery Order”); (b) proper endorsements or duly executed instruments of transfer in respect of such deposited Shares; (c) instruments assigning to the Depository, the Custodian or a nominee of either any distribution on or in respect of such deposited Shares or indemnity therefor; and (d) proxies entitling the Custodian to vote such deposited Shares. As soon as practicable after the Custodian receives Deposited Securities pursuant to any such deposit or pursuant to paragraph (10) or (13) of the form of ADR, the Custodian shall present such Deposited Securities for registration of transfer into the name of the Depository, the Custodian or a nominee of either, to the extent such registration is practicable, at the cost and expense of the person making such deposit (or for whose benefit such deposit is made) and shall obtain evidence satisfactory to it of such registration. Deposited Securities shall be held by the Custodian for the account and to the order of the Depository for the benefit of Holders of ADRs (to the extent not prohibited by law) at such place or places and in such manner as the Depository shall determine. Deposited Securities may be delivered by the Custodian to any person only under the circumstances expressly contemplated in this Deposit Agreement. To the extent that the provisions of or governing the Shares make delivery of certificates therefor impracticable, Shares may be deposited hereunder by such delivery thereof as the Depository or the Custodian may reasonably accept, including, without limitation, by causing them to be credited to an account maintained by the Custodian for such purpose with the Company or an accredited intermediary, such as a bank, acting as a registrar for the Shares, together with delivery of the documents, payments and Delivery Order referred to herein to the Custodian or the Depository.

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4. Issue of ADRs. After any such deposit of Shares, the Custodian shall notify the Depository of such deposit and of the information contained in any related Delivery Order by letter, first class airmail postage prepaid, or, at the request, risk and expense of the person making the deposit, by cable, telex or facsimile transmission. After receiving such notice from the Custodian, the Depository, subject to this Deposit Agreement, shall properly issue at the Transfer Office, to or upon the order of any person named in such notice, an ADR or ADRs registered as requested and evidencing the aggregate ADSs to which such person is entitled.

5. Distributions on Deposited Securities. To the extent that the Depository determines in its discretion that any distribution pursuant to paragraph (10) of the form of ADR is not practicable with respect to any Holder, the Depository, after consultation with the Company if practicable, may make such distribution as it so deems practicable, including the distribution of foreign currency, securities or property (or appropriate documents evidencing the right to receive foreign currency, securities or property) or the retention thereof as Deposited Securities with respect to such Holder’s ADRs (without liability for interest thereon or the investment thereof).

6. Withdrawal of Deposited Securities. In connection with any surrender of an ADR for withdrawal of the Deposited Securities represented by the ADSs evidenced thereby, the Depository may require proper endorsement in blank of such ADR (or duly executed instruments of transfer thereof in blank) and the Holder’s written order directing the Depository to cause the Deposited Securities represented by the ADSs evidenced by such ADR to be withdrawn and delivered to, or upon the written order of, any person designated in such order (a “Withdrawal Order”). Directions from the Depository to the Custodian to deliver Deposited Securities shall be given by letter, first class airmail postage prepaid, or, at the request, risk and expense of the Holder, by cable, telex or facsimile transmission. Delivery of Deposited Securities may be made by the delivery of certificates (which, if required by law shall be properly endorsed or accompanied by properly executed instruments of transfer or, if such certificates may be registered, registered in the name of such Holder or as ordered by

such Holder in any Withdrawal Order) or by such other means as the Depositary may deem practicable, including, without limitation, by transfer of record ownership thereof to an account designated in the Withdrawal Order maintained either by the Company or an accredited intermediary, such as a bank, acting as a registrar for the Deposited Securities.

7. Substitution of ADRs. The Depositary shall execute and deliver a new Direct Registration ADR in exchange and substitution for any mutilated certificated ADR upon cancellation thereof or in lieu of and in substitution for such destroyed, lost or stolen certificated ADR, unless the Depositary has notice that such ADR has been acquired by a bona fide purchaser, upon the Holder thereof filing with the Depositary a request for such execution and delivery and a sufficient indemnity bond and satisfying any other reasonable requirements imposed by the Depositary.

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8. Cancellation and Destruction of ADRs; Maintenance of Records. All ADRs surrendered to the Depositary shall be cancelled by the Depositary. The Depositary is authorized to destroy ADRs in certificated form so cancelled in accordance with its customary practices.

The Depositary agrees to maintain or cause its agents to maintain records of all ADRs surrendered and Deposited Securities withdrawn under Section 6 hereof and paragraph (2) of the form of ADR, substitute ADRs delivered under Section 7 hereof, and canceled or destroyed ADRs under this Section 8, in keeping with the procedures required by the laws or regulations governing the Depositary.

9. The Custodian. Any Custodian in acting hereunder shall be subject to the directions of the Depositary and shall be responsible solely to it. The Depositary reserves the right to add, replace or remove a Custodian. The Depositary will give prompt notice to the Company of any such action, which will be advance notice if practicable.

Any Custodian may resign from its duties hereunder by at least 30 days written notice to the Depositary. The Depositary may discharge any Custodian at any time upon notice to the Custodian being discharged. Any Custodian ceasing to act hereunder as Custodian shall deliver, upon the instruction of the Depositary, all Deposited Securities held by it to a Custodian continuing to act. Notwithstanding anything to the contrary contained in this Deposit Agreement (including the ADRs) and subject to the penultimate sentence of paragraph (14) of the form of ADR, the Depositary shall not be responsible for, and shall incur no liability in connection with or arising from, any act or omission to act on the part of the Custodian except to the extent that (A) the Custodian has been determined by a final non-appealable judgment of a court of competent jurisdiction to have (i) committed fraud or willful misconduct in the provision of custodial services to the Depositary or (ii) failed to use reasonable care in the provision of custodial services to the Depositary as determined in accordance with the standards prevailing in England and Wales and (B) the Company or the Holders have incurred direct damages as a result of such act or omission to act on the part of the Custodian.

10. Lists of Holders. The Company shall have the right to inspect transfer records of the Depositary and its agents and the ADR Register, take copies thereof and require the Depositary and its agents to supply copies of such portions of such records as the Company may request. The Depositary or its agent shall furnish to the Company promptly upon the written request of the Company, a list of the names, addresses and holdings of ADSs by all Holders as of a date within seven days of the Depositary's receipt of such request.

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11. Depositary's Agents. The Depositary may perform its obligations under this Deposit Agreement through any agent appointed by it, provided that the Depositary shall notify the Company of such appointment and shall remain responsible for the performance of such obligations as if no agent were appointed, subject to paragraph (14) of the form of ADR.

12. Successor Depositary. The Depositary may at any time resign as Depositary hereunder by written notice of its election so to do delivered to the Company, such resignation to take effect upon the appointment of a successor depositary and its acceptance of such appointment as hereinafter provided. The Depositary may at any time be removed by the Company by providing no less than 60 days prior written notice of such removal to the Depositary, such removal to take effect the later of (i) the 60th day after such notice of removal is first provided and (ii) the appointment of a successor depositary and its acceptance of such appointment as hereinafter provided. Notwithstanding the foregoing, if upon the resignation or removal of the Depositary a successor depositary is not appointed within the applicable 45-day period (in the case of resignation) or 60-day period (in the case of removal) as specified in paragraph (17) of the form of ADR, then the Depositary may elect to terminate this Deposit Agreement and the ADR and the provisions of said paragraph (17) shall thereafter govern the Depositary's obligations hereunder. In case at any time the Depositary acting hereunder shall resign or be removed, the Company shall use its best efforts to appoint a successor depositary, which shall be a bank or trust company having an office in the Borough of Manhattan, The City of New York. Every successor depositary shall execute and deliver to its predecessor and to the Company an instrument in writing accepting its appointment hereunder, and thereupon such successor depositary, without any further act or deed, shall become fully vested with all the rights, powers, duties and obligations of its predecessor. The predecessor depositary, only upon payment of all sums due to it and on the written request of the Company, shall (i) execute and deliver an instrument transferring to such successor all rights and powers of such predecessor hereunder (other than its rights to indemnification and fees owing, each of which shall survive any such removal and/or resignation), (ii) duly assign, transfer and deliver all right, title and interest to the Deposited Securities to such successor, and (iii) deliver to such successor a list of the Holders of all outstanding ADRs. Any such successor depositary shall promptly mail notice of its appointment to such Holders. Any bank or trust company into or with which the Depositary may be merged or consolidated, or to which the Depositary shall transfer substantially all its American depositary receipt business, shall be the successor of the Depositary without the execution or filing of any document or any further act.

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13. Reports. On or before the first date on which the Company makes any communication that would require, or result in, the Depositary taking action under this Deposit Agreement (e.g. voting, dividends, etc.) available to holders of Deposited Securities or any securities regulatory authority or stock exchange, by publication or otherwise, the Company shall transmit to the Depositary a copy thereof in English or with an English translation or summary. The Company has delivered to the Depositary, the Custodian and any Transfer Office, a copy of all provisions of or governing the Shares and any other Deposited Securities issued by the Company or any affiliate of the Company and, promptly upon any change thereto, the Company shall deliver to the Depositary, the

Custodian and any Transfer Office, a copy (in English or with an English translation) of such provisions as so changed. The Depositary and its agents may rely upon the Company's delivery of all such communications, information and provisions for all purposes of this Deposit Agreement and the Depositary shall have no liability for the accuracy or completeness of any thereof.

14. Additional Shares. The Company agrees with the Depositary that neither the Company nor any company controlling, controlled by or under common control with the Company shall issue additional Shares, rights to subscribe for Shares, securities convertible into or exchangeable for Shares or rights to subscribe for any such securities or shall deposit any Shares under this Deposit Agreement, except under circumstances complying in all respects with the Securities Act of 1933. In support of the foregoing or at the reasonable request of the Depositary where it deems necessary in each case, in connection with any such proposed deposit or any distribution or offering by the Company of additional Shares, rights or other securities or property to holders of Shares and/or Holders, the Company will furnish to the Depositary, at the Company's own expense written opinions of counsels (reasonably satisfactory to the Depositary) dealing with such matters as reasonably requested by the Depositary. The Depositary will use reasonable efforts to comply with written instructions of the Company not to accept for deposit hereunder any Shares identified in such instructions at such times and under such circumstances as may reasonably be specified in such instructions in order to facilitate the Company's compliance with securities laws in the United States.

15. Indemnification. The Company shall indemnify, defend and save harmless each of the Depositary and its agents (each, an "indemnified person" and together, the "indemnified persons") against any loss, liability or expense (including reasonable fees and expenses of counsel) which may arise out of acts performed or omitted, in connection with the provisions of this Deposit Agreement and of the ADRs, as the same may be amended, modified or supplemented from time to time in accordance herewith by any indemnified person or their respective directors, employees, agents and affiliates, except for any liability or expense directly arising out of such indemnified person's negligence or willful misconduct.

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The indemnities set forth in the preceding paragraph shall also apply to any liability or expense which may arise out of any misstatement or alleged misstatement or omission or alleged omission in any registration statement, proxy statement, prospectus (or placement memorandum), or preliminary prospectus (or preliminary placement memorandum) relating to the offer or sale of ADSs, except to the extent any such liability or expense arises out of (i) information relating to any indemnified person, as applicable, furnished in writing by the Depositary and not changed or altered by the Company expressly for use in any of the foregoing documents or (ii) if such information is provided, the failure to state a material fact necessary to make the information provided not misleading.

Except as provided in the next succeeding paragraph, the Depositary shall indemnify, defend and save harmless the Company against any direct loss, liability or expense (including reasonable fees and expenses of counsel) incurred by the Company in respect of this Deposit Agreement to the extent such loss, liability or expense is due to the negligence or willful misconduct of the Depositary.

Notwithstanding any other provision of this Deposit Agreement or the ADRs to the contrary, neither the Company nor the Depositary, nor any of their agents shall be liable to the other for any indirect, special, punitive or consequential damages (including, without limitation, lost profits but excluding legal fees and expenses) (collectively "Special Damages") of any form incurred by any of them or any other person or entity, whether or not foreseeable and regardless of the type of action in which such a claim may be brought; provided, however, that to the extent Special Damages arise from or out of a claim brought by a third party (including, without limitation, Holders) against the Depositary or any of its agents acting under the Deposit Agreement, the Depositary shall be entitled to full indemnification from the Company for all such Special Damages, unless such Special Damages are found to have been a direct result of the gross negligence or willful misconduct of the Depositary.

An indemnified person seeking indemnification hereunder shall notify the Company of the commencement of any indemnifiable action or claim promptly after such indemnified person becomes aware of such commencement (provided that the failure to make such notification shall not affect such indemnified person's rights to indemnification except and only to the limited extent the Company is materially prejudiced by such failure) and shall consult in good faith with the Company as to the conduct of the defense of such action or claim, which shall be reasonable in the circumstances. No indemnified person shall compromise or settle any indemnifiable action without the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed, unless (i) there is no finding or admission of any violation of law and no effect on any other claims that may be made against the Company and (ii) the sole relief provided is monetary damages that are paid in full by the indemnified party (without indemnification hereunder by the Company) seeking such compromise or settlement.

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The obligations set forth in this Section 15 shall survive the termination of this Deposit Agreement and the succession or substitution of any indemnified person.

16. Notices. Notice to any Holder shall be deemed given when first mailed, first class postage prepaid, to the address of such Holder on the ADR Register or received by such Holder. Failure to notify a Holder or any defect in the notification to a Holder shall not affect the sufficiency of notification to other Holders or to the beneficial owners of ADSs held by such other Holders. Notice to the Depositary or the Company shall be deemed given when first received by it at the address or facsimile transmission number set forth in (a) or (b), respectively, or at such other address or facsimile transmission number as either may specify to the other by written notice:

(a) JPMorgan Chase Bank, N.A.
4 New York Plaza, Floor 12
New York, New York, 10004
Attention: Depositary Receipts Group
Fax: (212) 552-1950

(b) Indivior PLC
103-105 Bath Road
Slough
Berkshire
SL1 3UH, England

17. Miscellaneous. This Deposit Agreement is for the exclusive benefit of the Company, the Depositary, the Holders, and their respective successors hereunder, and shall not give any legal or equitable right, remedy or claim whatsoever to any other person. The Holders and owners of ADRs from time to time shall be parties to this Deposit Agreement and shall be bound by all of the provisions hereof. If any such provision is invalid, illegal or unenforceable in any respect, the remaining provisions shall in no way be affected thereby. This Deposit Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

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18. Consent to Jurisdiction; Appointment of Agent for Service of Process. The Company irrevocably agrees that any legal suit, action or proceeding against the Company brought by the Depositary or any Holder, arising out of or based upon this Deposit Agreement or the transactions contemplated hereby, may be instituted in any state or federal court in New York, New York, and irrevocably waives any objection which it may now or hereafter have to the laying of venue of any such proceeding, and irrevocably submits to the non-exclusive jurisdiction of such courts in any such suit, action or proceeding. The Company also irrevocably agrees that any legal suit, action or proceeding against the Depositary brought by the Company, arising out of or based upon this Deposit Agreement or the transactions contemplated hereby, may only be instituted in a state or federal court in New York, New York. The Company has appointed Reckitt Benckiser Pharmaceuticals Inc. c/o Corporation Service Company, 2711 Centerville Road, Wilmington, DE 19808, as its authorized agent (the "Authorized Agent") upon which process may be served in any such action arising out of or based on this Deposit Agreement or the transactions contemplated hereby which may be instituted in any state or federal court in New York, New York by the Depositary or any Holder, and waives any other requirements of or objections to personal jurisdiction with respect thereto. The Company represents and warrants that the Authorized Agent has agreed to act as said agent for service of process, and the Company agrees to take any and all action, including the filing of any and all documents and instruments, that may be necessary to continue such appointment in full force and effect as aforesaid. The Company further hereby irrevocably consents and agrees to the service of any and all legal process, summons, notices and documents in any suit, action or proceeding against the Company, by service by mail of a copy thereof upon the Authorized Agent (whether or not the appointment of such Authorized Agent shall for any reason prove to be ineffective or such Authorized Agent shall fail to accept or acknowledge such service), with a copy mailed to the Company by registered or certified air mail, postage prepaid, to its address provided in Section 16(b) hereof. The Company agrees that the failure of the Authorized Agent to give any notice of such service to it shall not impair or affect in any way the validity of such service or any judgment rendered in any action or proceeding based thereon. If, for any reason, the Authorized Agent named above or its successor shall no longer serve as agent of the Company to receive service of process in New York, the Company shall promptly appoint a successor that is a legal entity with offices in New York, New York, so as to serve and will promptly advise the Depositary thereof. In the event the Company fails to continue such designation and appointment in full force and effect, the Company hereby waives personal service of process upon it and consents that any such service of process may be made by certified or registered mail, return receipt requested, directed to the Company at its address last specified for notices hereunder, and service so made shall be deemed completed five (5) days after the same shall have been so mailed. Notwithstanding the foregoing, any action based on this Deposit Agreement may be instituted by the Depositary in any competent court in England and Wales and/or the United States.

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By holding an ADS or an interest therein, Holders and owners of ADSs each irrevocably agree that any legal suit, action or proceeding against or involving the Company or the Depositary, arising out of or based upon this Deposit Agreement or the transactions contemplated hereby, may only be instituted in a state or federal court in New York, New York, and by holding an ADS or an interest therein each irrevocably waives any objection which it may now or hereafter have to the laying of venue of any such proceeding, and irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

To the extent that the Company or any of its properties, assets or revenues may have or may hereafter be entitled to, or have attributed to it, any right of immunity, on the grounds of sovereignty or otherwise, from any legal action, suit or proceeding, from the giving of any relief in any respect thereof, from setoff or counterclaim, from the jurisdiction of any court, from service of process, from attachment upon or prior to judgment, from attachment in aid of execution or judgment, or from execution of judgment, or other legal process or proceeding for the giving of any relief or for the enforcement of any judgment, in any jurisdiction in which proceedings may at any time be commenced, with respect to its obligations, liabilities or other matter under or arising out of or in connection with the Shares or Deposited Securities, the ADSs, the ADRs or this Deposit Agreement, the Company, to the fullest extent permitted by law, hereby irrevocably and unconditionally waives, and agrees not to plead or claim, any such immunity and consents to such relief and enforcement.

EACH PARTY TO THIS DEPOSIT AGREEMENT (INCLUDING, FOR AVOIDANCE OF DOUBT, EACH HOLDER AND BENEFICIAL OWNER AND/OR HOLDER OF INTERESTS IN ADSs) HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING AGAINST THE DEPOSITARY AND/OR THE COMPANY DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE SHARES OR OTHER DEPOSITED SECURITIES, THE ADSs OR THE ADRs, THE DEPOSIT AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREIN OR THEREIN, OR THE BREACH HEREOF OR THEREOF (WHETHER BASED ON CONTRACT, TORT, COMMON LAW OR ANY OTHER THEORY).

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IN WITNESS WHEREOF, INDIVIOR PLC and JPMORGAN CHASE BANK, N.A. have duly executed this Deposit Agreement as of the day and year first above set forth and all holders of ADRs shall become parties hereto upon acceptance by them of ADRs issued in accordance with the terms hereof.

INDIVIOR PLC

By: /s/ Lola Emetulu

Name: Lola Emetulu
Title: Company Secretary

JPMORGAN CHASE BANK, N.A.

By: /s/ Gregory A. Levendis
Name: Gregory A. Levendis
Title: Executive Director

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EXHIBIT A
ANNEXED TO AND INCORPORATED IN
DEPOSIT AGREEMENT

[FORM OF FACE OF ADR]

Number

No. of ADSs:

Each ADS represents
Five Shares

CUSIP:

AMERICAN DEPOSITARY RECEIPT

evidencing

AMERICAN DEPOSITARY SHARES

representing

ORDINARY SHARES

of

INDIVIOR PLC

(Incorporated under the laws of England and Wales)

JPMORGAN CHASE BANK, N.A., a national banking association organized under the laws of the United States of America, as depositary hereunder (the “Depositary”), hereby certifies that is the registered owner (a “Holder”) of American Depositary Shares (“ADSs”), each (subject to paragraph (13)) representing five ordinary shares (including the rights to receive Shares described in paragraph (1), “Shares” and, together with any other securities, cash or property from time to time held by the Depositary in respect or in lieu of deposited Shares, the “Deposited Securities”), of Indivior PLC, a corporation organized under the laws of England and Wales (the “Company”), deposited under the Deposit Agreement dated as of [DATE], 2014 (as amended from time to time, the “Deposit Agreement”) among the Company, the Depositary and all Holders from time to time of American Depositary Receipts issued thereunder (“ADRs”), each of whom by accepting an ADR becomes a party thereto. The Deposit Agreement and this ADR (which includes the provisions set forth on the reverse hereof) shall be governed by and construed in accordance with the laws of the State of New York.

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(1) Issuance and Pre-Release of ADSs. This ADR is one of the ADRs issued under the Deposit Agreement. Subject to paragraph (4), the Depositary may so issue ADRs for delivery at the Transfer Office (defined in paragraph (3)) only against deposit of: (a) Shares in form satisfactory to the Custodian; (b) rights to receive Shares from the Company or any registrar, transfer agent, clearing agent or other entity recording Share ownership or transactions; or, (c) in accordance with the next paragraph of this paragraph (1).

In its capacity as Depositary, the Depositary shall not lend Shares or ADSs; provided, however, that the Depositary may issue ADSs prior to the receipt of Shares (each such transaction a “Pre-Release”). The Depositary may receive ADSs in lieu of Shares to close out a Pre-Release (which ADSs will promptly be canceled by the Depositary upon receipt by the Depositary). Each such Pre-Release will be subject to a written agreement whereby the person or entity (the “Applicant”) to whom ADSs are to be delivered (i) represents that at the time of the Pre-Release the Applicant or its customer owns the Shares that are to be delivered by the Applicant under such Pre-Release, (ii) agrees to indicate the Depositary as owner of such Shares in its records and to hold such Shares in trust for the Depositary until such Shares are delivered to the Depositary or the Custodian, (iii) unconditionally guarantees to deliver to the Depositary or the Custodian, as applicable, such Shares, and (iv) agrees to any additional restrictions or requirements that the Depositary deems appropriate. Each such Pre-Release will be at all times fully collateralized with cash, U.S. government securities or such other collateral as the Depositary deems appropriate, terminable by the Depositary on not more than five (5) business days’ notice and subject to such further indemnities and credit regulations as the Depositary deems appropriate. The Depositary will normally limit the number of ADSs involved in such Pre-Release at any one time to thirty percent (30%) of the ADSs outstanding (without giving effect to Pre-Released ADSs outstanding), provided, however, that the Depositary reserves the right to change or disregard such limit from time to time as it deems appropriate. The Depositary may also set limits with respect to the number of ADSs involved in Pre-Release with any one person on a case-by-case basis as it deems appropriate. The Depositary may retain for its own account any compensation received by it

Every person depositing Shares under the Deposit Agreement represents and warrants that (a) such Shares and the certificates therefor are duly authorized, validly issued and outstanding, fully paid, nonassessable and legally obtained by such person (b) all pre-emptive and comparable rights, if any, with respect to such Shares have been validly waived or exercised, (c) the person making such deposit is duly authorized so to do, (d) the Shares presented for deposit are free and clear of any lien, encumbrance, security interest, charge, mortgage or adverse claim and (e) such Shares (A) are not “restricted securities” as such term is defined in Rule 144 under the Securities Act of 1933 (“Restricted Securities”) unless at the time of deposit the requirements of paragraphs (c), (e), (f) and (h) of Rule 144 shall not apply and such Shares may be freely transferred and may otherwise be offered and sold freely in the United States or (B) have been registered under the Securities Act of 1933. To the extent the person depositing Shares is an “affiliate” of the Company as such term is defined in Rule 144, the person also represents and warrants that upon the sale of the ADSs, all of the provisions of Rule 144 which enable the Shares to be freely sold (in the form of ADSs) will be fully complied with and, as a result thereof, all of the ADSs issued in respect of such Shares will not be on the sale thereof, Restricted Securities. Such representations and warranties shall survive the deposit and withdrawal of Shares and the issuance and cancellation of ADSs in respect thereof and the transfer of such ADSs. The Depositary will not knowingly accept for deposit under the Deposit Agreement any Shares that it knows are required to be registered under the Securities Act of 1933 and not so registered; the Depositary may refuse to accept for such deposit any Shares identified by the Company in order to facilitate compliance with the requirements of the Securities Act of 1933 or the Rules made thereunder.

(2) Withdrawal of Deposited Securities. Subject to paragraphs (4) and (5), upon surrender of (i) a certificated ADR in form satisfactory to the Depositary at the Transfer Office or (ii) proper instructions and documentation in the case of a Direct Registration ADR, the Holder hereof is entitled to delivery at, or to the extent in dematerialized form from, the Custodian’s office of the Deposited Securities at the time represented by the ADSs evidenced by this ADR, provided that the Depositary may deliver Shares prior to the receipt of ADSs for withdrawal of Deposited Securities, including ADSs which were issued under (1) above but for which Shares may not have been received (until such ADSs are actually deposited, “Pre-released Shares”) only if all the conditions in (1) above related to such Pre-Release are satisfied). At the request, risk and expense of the Holder hereof, the Depositary may deliver such Deposited Securities at such other place as may have been requested by the Holder. Notwithstanding any other provision of the Deposit Agreement or this ADR, the withdrawal of Deposited Securities may be restricted only for the reasons set forth in General Instruction I.A.(1) of Form F-6 (as such instructions may be amended from time to time) under the Securities Act of 1933.

(3) Transfers of ADRs. The Depositary or its agent will keep, at a designated transfer office (the “Transfer Office”), (a) a register (the “ADR Register”) for the registration, registration of transfer, combination and split-up of ADRs, and, in the case of Direct Registration ADRs, shall include the Direct Registration System, which at all reasonable times will be open for inspection by Holders and the Company for the purpose of communicating with Holders in the interest of the business of the Company or a matter relating to the Deposit Agreement and (b) facilities for the delivery and receipt of ADRs. The term ADR Register includes the Direct Registration System. Title to this ADR (and to the Deposited Securities represented by the ADSs evidenced hereby), when properly endorsed (in the case of ADRs in certificated form) or upon delivery to the Depositary of proper instruments of transfer, is transferable by delivery with the same effect as in the case of negotiable instruments under the laws of the State of New York; provided that the Depositary, notwithstanding any notice to the contrary, may treat the person in whose name this ADR is registered on the ADR Register as the absolute owner hereof for all purposes and neither the Depositary nor the Company will have any obligation or be subject to any liability under the Deposit Agreement to any holder of an ADR, unless such holder is the Holder thereof. Subject to paragraphs (4) and (5), this ADR is transferable on the ADR Register and may be split into other ADRs or combined with other ADRs into one ADR, evidencing the aggregate number of ADSs surrendered for split-up or combination, by the Holder hereof or by duly authorized attorney upon surrender of this ADR at the Transfer Office properly endorsed (in the case of ADRs in certificated form) or upon delivery to the Depositary of proper instruments of transfer and duly stamped as may be required by applicable law; provided that the Depositary may close the ADR Register at any time or from time to time when deemed expedient by it or, with respect to the issuance book portion of the ADR Register, when reasonably requested by the Company in order to enable the Company to comply with applicable laws. At the request of a Holder, the Depositary shall, for the purpose of substituting a certificated ADR with a Direct Registration ADR, or vice versa, execute and deliver a certificated ADR or a Direct Registration ADR, as the case may be, for any authorized number of ADSs requested, evidencing the same aggregate number of ADSs as those evidenced by the certificated ADR or Direct Registration ADR, as the case may be, substituted.

(4) Certain Limitations. Prior to the issue, registration, registration of transfer, split-up or combination of any ADR, the delivery of any distribution in respect thereof, or, subject to the last sentence of paragraph (2), the withdrawal of any Deposited Securities, and from time to time in the case of clause (b) (ii) of this paragraph (4), the Company, the Depositary or the Custodian may require: (a) payment with respect thereto of (i) any stock transfer or other tax or other governmental charge, (ii) any stock transfer or registration fees in effect for the registration of transfers of Shares or other Deposited Securities upon any applicable register and (iii) any applicable charges as provided in paragraph (7) of this ADR; (b) the production of proof satisfactory to it of (i) the identity of any signatory and genuineness of any signature and (ii) such other information, including without limitation, information as to citizenship, residence, exchange control approval, beneficial ownership of any securities, compliance with applicable law, regulations, provisions of or governing Deposited Securities and terms of the Deposit Agreement and this ADR, as it may deem necessary or proper; and (c) compliance with such regulations as the Depositary may establish consistent with the Deposit Agreement. The issuance of ADRs, the acceptance of deposits of Shares, the registration, registration of transfer, split-up or combination of ADRs or, subject to the last sentence of paragraph (2), the withdrawal of Deposited Securities may be suspended, generally or in particular instances, when the ADR Register or any register for Deposited Securities is closed or when any such action is deemed advisable by the Depositary or, to the extent not prohibited by applicable law, rule or regulation, when reasonably requested by the Company in order to enable the Company to comply with applicable law.

(5) Taxes. If any tax or other governmental charges (including any penalties and/or interest) shall become payable by or on behalf of the Custodian or the Depositary with respect to this ADR, any Deposited Securities represented by the ADSs evidenced hereby or any distribution thereon, such tax or other governmental charge shall be paid by the Holder hereof to the Depositary and by holding or having held an ADR the Holder and all prior Holders hereof,

jointly and severally, agree to indemnify, defend and save harmless each of the Depositary and its agents in respect thereof. The Depositary may refuse to effect any registration, registration of transfer, split-up or combination hereof or, subject to the last sentence of paragraph (2), any withdrawal of such Deposited Securities until such payment is made. The Depositary may also deduct from any distributions on or in respect of Deposited Securities, or may sell by public or private sale for the account of the Holder hereof any part or all of such Deposited Securities (after attempting by reasonable means to notify the Holder hereof prior to such sale), and may apply such deduction or the proceeds of any such sale in payment of such tax or other governmental charge, the Holder hereof remaining liable for any deficiency, and shall reduce the number of ADSs evidenced hereby to reflect any such sales of Shares. In connection with any distribution to Holders, the Company will remit to the appropriate governmental authority or agency all amounts (if any) required to be withheld and owing to such authority or agency by the Company; and the Depositary and the Custodian will remit to the appropriate governmental authority or agency all amounts (if any) required to be withheld and owing to such authority or agency by the Depositary or the Custodian. The Depositary will forward to the Company such information from its transfer records maintained by it in its capacity as depositary hereunder as the Company may reasonably request to enable the Company to file any necessary reports with governmental authorities or agencies. If the Depositary determines that any distribution in property other than cash (including Shares or rights) on Deposited Securities is subject to any tax that the Depositary or the Custodian is obligated to withhold, the Depositary may dispose of all or a portion of such property in such amounts and in such manner as the Depositary deems necessary and practicable to pay such taxes, by public or private sale, and the Depositary shall distribute the net proceeds of any such sale or the balance of any such property after deduction of such taxes to the Holders entitled thereto. Each Holder of an ADR or an interest therein agrees to indemnify the Depositary, the Company, the Custodian and any of their respective officers, directors, employees, agents and affiliates against, and hold each of them harmless from, any claims by any governmental authority with respect to taxes, additions to tax, penalties or interest arising out of any refund of taxes, reduced rate of withholding at source or other tax benefit obtained.

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(6) Disclosure of Interests. To the extent that the provisions of or governing any Deposited Securities may require disclosure of or impose limits on beneficial or other ownership of Deposited Securities, other Shares and other securities and may provide for blocking transfer, voting or other rights to enforce such disclosure or limits, Holders and all persons holding ADRs agree to comply with all such disclosure requirements and ownership limitations and to comply with any reasonable Company instructions in respect thereof. The Depositary agrees to forward, upon the request and at the expense of the Company, any written request for beneficial ownership information from the Company to the Holders, and at the Company's expense, to promptly forward to the Company any responses received by the Depositary. The Company reserves the right to instruct Holders to deliver their ADSs for cancellation and withdrawal of the Deposited Securities so as to permit the Company to deal directly with the Holder thereof as a holder of Shares and Holders agree to comply with such instructions. The Depositary agrees to cooperate with the Company in its efforts to inform Holders of the Company's exercise of its rights under this paragraph and agrees to consult with, and provide reasonable assistance without risk, liability or expense on the part of the Depositary, to the Company on the manner or manners in which it may enforce such rights with respect to any Holder. The Company may from time to time request Holders (other than DTC or its nominee) or former Holders to provide information as to the capacity in which such Holders hold or held ADRs and regarding the identity of any other persons then or previously interested in such ADRs and the nature of such interest and various other matters as may be required to comply with applicable law or the Articles of Association of the Company. Each such Holder agrees to provide any information requested by the Company pursuant to this paragraph (6) and any applicable laws or regulations whether or not still a Holder at the time of such request.

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Notwithstanding any provision of the Deposit Agreement or of the ADRs and without limiting the foregoing, by being a Holder, each such Holder agrees to provide such information as the Company may request in a disclosure notice (a "Disclosure Notice") given pursuant to the United Kingdom Companies Act 2006 (as amended from time to time and including any statutory modification or re-enactment thereof, the "Companies Act") or the Articles of Association of the Company. By accepting or holding an ADR, each Holder acknowledges that it understands that failure to comply with a Disclosure Notice may result in the imposition of sanctions against the holder of the Shares in respect of which the non-complying person is or was, or appears to be or has been, interested as provided in the Companies Act and the Articles of Association which currently include, the withdrawal of the voting rights of such Shares and the imposition of restrictions on the rights to receive dividends on and to transfer such Shares. In addition, by accepting or holding an ADR each Holder agrees to comply with the provisions of the United Kingdom Disclosure and Transparency Rules (as amended from time to time, the "DTRs") with regard to the notification to the Company of interests in Shares and certain financial instruments, which currently provide, inter alia, that a Holder must notify the Company of the percentage of its voting rights he holds as shareholder or holds or is deemed to hold through his direct or indirect holding of certain financial instruments (or a combination of such holdings) if the percentage of those voting rights (i) reaches, exceeds or falls below 3%, 4%, 5%, 6%, 7%, 8%, 9%, 10% and each 1% threshold thereafter up to 100% as a result of an acquisition or disposal of Shares or certain financial instruments, or (ii) reaches, exceeds or falls below such applicable thresholds as a result of events changing the breakdown of voting rights and on the basis of information disclosed by the Company in accordance with the DTRs. The notification must be effected as soon as possible, but not later than two trading days after the Holder (a) learns of the acquisition or disposal or of the possibility of exercising voting rights, or on which, having regard to the circumstances, should have learned of it, regardless of the date on which the acquisition, disposal or possibility of exercising voting rights takes effect, or (b) is informed of the event mentioned in (ii) above.

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(7) Charges of Depositary. The Depositary may charge, and collect from, (i) each person to whom ADSs are issued, including, without limitation, issuances against deposits of Shares, issuances in respect of Share Distributions, Rights and Other Distributions (as such terms are defined in paragraph (10)), issuances pursuant to a stock dividend or stock split declared by the Company, or issuances pursuant to a merger, exchange of securities or any other transaction or event affecting the ADSs or the Deposited Securities, and (ii) each person surrendering ADSs for withdrawal of Deposited Securities or whose ADSs are cancelled or reduced for any other reason, U.S.\$5.00 for each 100 ADSs (or portion thereof) issued, delivered, reduced, cancelled or surrendered (as the case may be). The Depositary may sell (by public or private sale) sufficient securities and property received in respect of Share Distributions, Rights and Other Distributions prior to such deposit to pay such charge. The following additional charges shall be incurred by the Holders, by any party depositing or withdrawing Shares or by any party surrendering ADSs, to whom ADSs are issued (including, without limitation, issuances pursuant to a stock dividend or stock split declared by the Company or an exchange of stock regarding the ADSs or the Deposited Securities or a distribution of ADSs pursuant to paragraph (10)), whichever is applicable (i) a fee of U.S.\$0.05 or less per ADS for any Cash distribution made pursuant to the Deposit Agreement, (ii) a fee of U.S.\$1.50 per ADR or ADRs for transfers made pursuant to paragraph (3) hereof, (iii) a fee for the distribution or sale of securities pursuant to paragraph (10) hereof, such fee being in an amount equal to the fee for the execution and delivery of ADSs referred to above which would have been charged as a result of the

deposit of such securities (for purposes of this paragraph (7) treating all such securities as if they were Shares) but which securities or the net cash proceeds from the sale thereof are instead distributed by the Depositary to Holders entitled thereto, (iv) an aggregate fee of U.S.\$0.05 or less per ADS per calendar year (or portion thereof) for services performed by the Depositary in administering the ADRs (which fee may be charged on a periodic basis during each calendar year and shall be assessed against Holders as of the record date or record dates set by the Depositary during each calendar year and shall be payable at the sole discretion of the Depositary by billing such Holders or by deducting such charge from one or more cash dividends or other cash distributions), and (v) a fee for the reimbursement of such fees, charges and expenses as are incurred by the Depositary and/or any of its agents (including, without limitation, the Custodian and expenses incurred on behalf of Holders in connection with compliance with foreign exchange control regulations or any law or regulation relating to foreign investment) in connection with the servicing of the Shares or other Deposited Securities, the sale of securities (including, without limitation, Deposited Securities), the delivery of Deposited Securities or otherwise in connection with the Depositary's or its Custodian's compliance with applicable law, rule or regulation (which fees and charges shall be assessed on a proportionate basis against Holders as of the record date or dates set by the Depositary and shall be payable at the sole discretion of the Depositary by billing such Holders or by deducting such charge from one or more cash dividends or other cash distributions). The Company will pay all other charges and expenses of the Depositary and any agent of the Depositary (except the Custodian) pursuant to agreements from time to time between the Company and the Depositary, except (i) stock transfer or other taxes and other governmental charges (which are payable by Holders or persons depositing Shares), (ii) cable, telex and facsimile transmission and delivery charges incurred at the request of persons depositing, or Holders delivering Shares, ADRs or Deposited Securities (which are payable by such persons or Holders), (iii) transfer or registration fees for the registration or transfer of Deposited Securities on any applicable register in connection with the deposit or withdrawal of Deposited Securities (which are payable by persons depositing Shares or Holders withdrawing Deposited Securities; there are no such fees in respect of the Shares as of the date of the Deposit Agreement), and (iv) in connection with the conversion of foreign currency into U.S. dollars, JPMorgan Chase Bank, N.A. ("JPMorgan") shall deduct out of such foreign currency the fees, expenses and other charges charged by it and/or its agent (which may be a division, branch or affiliate) so appointed in connection with such conversion. JPMorgan and/or its agent may act as principal for such conversion of foreign currency. Such charges may at any time and from time to time be changed by agreement between the Company and the Depositary. For further details see <https://www.adr.com>.

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The Depositary anticipates reimbursing the Company for certain expenses incurred by the Company that are related to the establishment and maintenance of the ADR program upon such terms and conditions as the Company and the Depositary may agree from time to time. The Depositary may make available to the Company a set amount or a portion of the Depositary fees charged in respect of the ADR program or otherwise upon such terms and conditions as the Company and the Depositary may agree from time to time.

The right of the Depositary to receive payment of fees, charges and expenses as provided above shall survive the termination of the Deposit Agreement. As to any Depositary, upon the resignation or removal of such Depositary, such right shall extend for those fees, charges and expenses incurred prior to the effectiveness of such resignation or removal.

(8) Available Information. The Deposit Agreement, the provisions of or governing Deposited Securities and any written communications from the Company, which are both received by the Custodian or its nominee as a holder of Deposited Securities and made generally available to the holders of Deposited Securities, are available for inspection by Holders at the offices of the Depositary and the Custodian and at the Transfer Office. The Depositary will distribute copies of such communications (or English translations or summaries thereof) to Holders when furnished by the Company. The Company publishes information in English required to maintain the exemption from registration under Rule 12g3-2(b) under the Securities Exchange Act of 1934 on its Internet Web site (www.Indivior.com) or through an electronic information delivery system generally available to the public in its primary trading market. The Company represents that as of the date of the Deposit Agreement, the statements in the previous sentence of this paragraph (8) with respect to the exemption from registration under Rule 12g3-2(b) under the Securities Exchange Act of 1934, as amended, are true and correct. The Company agrees to promptly notify the Depositary and all Holders in the event of any change in the truth of any such statements. The Depositary does not assume any duty to determine if the Company is complying with the current requirements of Rule 12g3-2(b) under the Securities Exchange Act of 1934 or to take any action if the Company is not complying with those requirements.

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(9) Execution. This ADR shall not be valid for any purpose unless executed by the Depositary by the manual or facsimile signature of a duly authorized officer of the Depositary.

Dated:

JPMORGAN CHASE BANK, N.A.,
as Depositary

By: _____
Authorized Officer

The Depositary's office is located at 4 New York Plaza, Floor 12, New York, New York, 10004.

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[FORM OF REVERSE OF ADR]

(10) Distributions on Deposited Securities. Subject to paragraphs (4) and (5), to the extent practicable, the Depositary will distribute to each Holder entitled thereto on the record date set by the Depositary therefor at such Holder's address shown on the ADR Register, in proportion to the number of Deposited Securities (on which the following distributions on Deposited Securities are received by the Custodian) represented by ADSs evidenced by such Holder's ADRs: (a) Cash. Any U.S. dollars available to the Depositary resulting from a cash dividend or other cash distribution or the net proceeds of sales of any other distribution or portion thereof authorized in this paragraph (10) ("Cash"), on an averaged or other practicable basis, subject to (i) appropriate

adjustments for taxes withheld, (ii) such distribution being impermissible or impracticable with respect to certain Holders, and (iii) deduction of the Depositary's and/or its agents' fees and expenses in (1) converting any foreign currency to U.S. dollars by sale or in such other manner as the Depositary may determine to the extent that it determines that such conversion may be made on a reasonable basis, (2) transferring foreign currency or U.S. dollars to the United States by such means as the Depositary may determine to the extent that it determines that such transfer may be made on a reasonable basis, (3) obtaining any approval or license of any governmental authority required for such conversion or transfer, which is obtainable at a reasonable cost and within a reasonable time and (4) making any sale by public or private means in any commercially reasonable manner. (b) Shares. (i) Additional ADRs evidencing whole ADSs representing any Shares available to the Depositary resulting from a dividend or free distribution on Deposited Securities consisting of Shares (a "Share Distribution") and (ii) U.S. dollars available to it resulting from the net proceeds of sales of Shares received in a Share Distribution, which Shares would give rise to fractional ADSs if additional ADRs were issued therefor, as in the case of Cash. (c) Rights. (i) Warrants or other instruments in the discretion of the Depositary, after consultation with the Company if practicable, representing rights to acquire additional ADRs in respect of any rights to subscribe for additional Shares or rights of any nature available to the Depositary as a result of a distribution on Deposited Securities ("Rights"), to the extent that the Company timely furnishes to the Depositary evidence satisfactory to the Depositary that the Depositary may lawfully distribute the same (the Company has no obligation to so furnish such evidence), or (ii) to the extent the Company does not so furnish such evidence and sales of Rights are practicable, any U.S. dollars available to the Depositary from the net proceeds of sales of Rights as in the case of Cash, or (iii) to the extent the Company does not so furnish such evidence and such sales cannot practicably be accomplished by reason of the nontransferability of the Rights, limited markets therefor, their short duration or otherwise, nothing (and any Rights may lapse). (d) Other Distributions. (i) Securities or property available to the Depositary resulting from any distribution on Deposited Securities other than Cash, Share Distributions and Rights ("Other Distributions"), by any means that the Depositary may deem equitable and practicable, or (ii) to the extent the Depositary deems distribution of such securities or property not to be equitable and practicable, any U.S. dollars available to the Depositary from the net proceeds of sales of Other Distributions as in the case of Cash. The Depositary reserves the right to utilize a division, branch or affiliate of JPMorgan Chase Bank, N.A. to direct, manage and/or execute any public and/or private sale of securities hereunder. Such division, branch and/or affiliate may charge the Depositary a fee in connection with such sales, which fee is considered an expense of the Depositary contemplated above and/or under paragraph (7) hereof. Any U.S. dollars available will be distributed by checks drawn on a bank in the United States or, in the case of DTC or its nominee, by wire transfer, in either case for whole dollars and cents. Fractional cents will be withheld without liability and dealt with by the Depositary in accordance with its then current practices. All purchases and sales of securities will be handled by the Depositary in accordance with its then current policies, which are currently set forth in the "Depositary Receipt Sale and Purchase of Security" section of <https://www.adr.com/Investors/FindOutAboutDRs>, the location and contents of which the Depositary shall be solely responsible for.

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(11) Record Dates. When applicable, The Depositary shall, after consultation with the Company if practicable, fix a record date (which, to the extent applicable, shall be as near as practicable to any corresponding record date set by the Company) for the determination of the Holders who shall be entitled to receive any distribution on or in respect of Deposited Securities, to give instructions for the exercise of any voting rights, to receive any notice or to act in respect of other matters and only such Holders shall be so entitled or obligated. The Depositary may also set a record date for the determination of the Holders who shall be responsible for the fee assessed by the Depositary for administration of the ADR program and for any expenses provided for in paragraph (7) hereof.

(12) Voting of Deposited Securities. As soon as practicable after receipt from the Company of notice of any meeting or solicitation of consents or proxies of holders of Shares or other Deposited Securities, the Depositary shall distribute to Holders a notice stating (a) such information as is contained in such notice and any solicitation materials, (b) that each Holder on the record date set by the Depositary therefor will, subject to any applicable provisions of English law, be entitled to instruct the Depositary as to the exercise of the voting rights, if any, pertaining to the Deposited Securities represented by the ADSs evidenced by such Holder's ADRs and (c) the manner in which such instructions may be given, including instructions to give a discretionary proxy to a person designated by the Company. Upon actual receipt by the ADR department of the Depositary of instructions of a Holder on such record date in the manner and on or before the time established by the Depositary for such purpose, the Depositary shall endeavor insofar as practicable and permitted under the provisions of or governing Deposited Securities to vote or cause to be voted the Deposited Securities represented by the ADSs evidenced by such Holder's ADRs in accordance with such instructions. The Depositary will not itself exercise any voting discretion in respect of any Deposited Securities. There is no guarantee that Holders generally or any Holder in particular will receive the notice described above with sufficient time to enable such Holder to return any voting instructions to the Depositary in a timely manner. Notwithstanding anything contained in the Deposit Agreement or any ADR, the Depositary may, to the extent not prohibited by law or regulations, or by the requirements of the stock exchange on which the ADSs are listed, in lieu of distribution of the materials provided to the Depositary in connection with any meeting of, or solicitation of consents or proxies from, holders of Deposited Securities, distribute to the Holders a notice that provides Holders with, or otherwise publicizes to Holders, instructions on how to retrieve such materials or receive such materials upon request (i.e., by reference to a Web site containing the materials for retrieval or a contact for requesting copies of the materials). Holders are strongly encouraged to forward their voting instructions as soon as possible. Voting instructions will not be deemed received until such time as the ADR department responsible for proxies and voting has received such instructions notwithstanding that such instructions may have been physically received by JPMorgan Chase Bank, N.A., as Depositary, prior to such time.

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(13) Changes Affecting Deposited Securities. Subject to paragraphs (4) and (5), the Depositary may, in its discretion, and shall if reasonably requested by the Company, amend this ADR or distribute additional or amended ADRs (with or without calling this ADR for exchange) or cash, securities or property on the record date set by the Depositary therefor to reflect any change in par value, split-up, consolidation, cancellation or other reclassification of Deposited Securities, any Share Distribution or Other Distribution not distributed to Holders or any cash, securities or property available to the Depositary in respect of Deposited Securities from (and the Depositary is hereby authorized to surrender any Deposited Securities to any person and, irrespective of whether such Deposited Securities are surrendered or otherwise cancelled by operation of law, rule, regulation or otherwise, to sell by public or private sale any property received in connection with) any recapitalization, reorganization, merger, consolidation, liquidation, receivership, bankruptcy or sale of all or substantially all the assets of the Company, and to the extent the Depositary does not so amend this ADR or make a distribution to Holders to reflect any of the foregoing, or the net proceeds thereof, whatever cash, securities or property results from any of the foregoing shall constitute Deposited Securities and each ADS evidenced by this ADR shall automatically represent its pro rata interest in the Deposited Securities as then constituted. Promptly upon the occurrence of any of the aforementioned changes affecting Deposited Securities, the Company shall notify the Depositary in writing of such occurrence and as soon as practicable after receipt of such notice from the Company, may instruct the Depositary to give notice thereof, at the Company's expense, to Holders in accordance with the provisions hereof. Upon receipt of such instruction, the Depositary shall give notice to the Holders in accordance with the terms thereof, as soon as reasonably practicable.

(14) Exoneration. The Depositary, the Company, their agents and each of them shall: (a) incur no liability (i) if any present or future law, rule, regulation, fiat, order or decree of the United States, the United Kingdom or any other country, or of any governmental or regulatory authority or any securities exchange or market or automated quotation system, the provisions of or governing any Deposited Securities, any present or future provision of the Company's charter, any act of God, war, terrorism, nationalization or other circumstance beyond its control shall prevent or delay, or shall cause any of them to be subject to any civil or criminal penalty in connection with, any act which the Deposit Agreement or this ADR provides shall be done or performed by it or them (including, without limitation, voting pursuant to paragraph (12) hereof), or (ii) by reason of any exercise or failure to exercise any discretion given it in the Deposit Agreement or this ADR (including, without limitation, any failure to determine that any distribution or action may be lawful or reasonably practicable); (b) assume no liability except to perform its obligations to the extent they are specifically set forth in this ADR and the Deposit Agreement without gross negligence or willful misconduct; (c) in the case of the Depositary and its agents, be under no obligation to appear in, prosecute or defend any action, suit or other proceeding in respect of any Deposited Securities or this ADR; (d) in the case of the Company and its agents hereunder be under no obligation to appear in, prosecute or defend any action, suit or other proceeding in respect of any Deposited Securities or this ADR, which in its opinion may involve it in expense or liability, unless indemnity satisfactory to it against all expense (including fees and disbursements of counsel) and liability be furnished as often as may be required; or (e) not be liable for any action or inaction by it in reliance upon the advice of or information from legal counsel, accountants, any person presenting Shares for deposit, any Holder, or any other person believed by it to be competent to give such advice or information. The Depositary shall not be liable for the acts or omissions made by, or the insolvency of, any securities depository, clearing agency or settlement system. The Depositary shall not be responsible for, and shall incur no liability in connection with or arising from, the insolvency of any Custodian that is not a branch or affiliate of JPMorgan Chase Bank, N.A. The Depositary shall not have any liability for the price received in connection with any sale of securities, the timing thereof or any delay in action or omission to act nor shall it be responsible for any error or delay in action, omission to act, default or negligence on the part of the party so retained in connection with any such sale or proposed sale. Notwithstanding anything to the contrary contained in the Deposit Agreement (including the ADRs), subject to the penultimate sentence of this paragraph (14), the Depositary shall not be responsible for, and shall incur no liability in connection with or arising from, any act or omission to act on the part of the Custodian except to the extent that (A) the Custodian has been determined by a final non-appealable judgment of a court of competent jurisdiction to have (i) committed fraud or willful misconduct in the provision of custodial services to the Depositary or (ii) failed to use reasonable care in the provision of custodial services to the Depositary as determined in accordance with the standards prevailing in England and Wales and (B) the Company or the Holders have incurred direct damages as a result of such act or omission to act on the part of the Custodian. The Depositary, its agents and the Company may rely and shall be protected in acting upon any written notice, request, direction, instruction or document believed by them to be genuine and to have been signed, presented or given by the proper party or parties. The Depositary shall be under no obligation to inform Holders or any other holders of an interest in any ADSs about the requirements of English law, rules or regulations or any changes therein or thereto. The Depositary and its agents will not be responsible for any failure to carry out any instructions to vote any of the Deposited Securities, for the manner in which any such vote is cast or for the effect of any such vote. The

Depositary may rely upon instructions from the Company or its counsel in respect of any approval or license required for any currency conversion, transfer or distribution. The Depositary and its agents may own and deal in any class of securities of the Company and its affiliates and in ADRs. Notwithstanding anything to the contrary set forth in the Deposit Agreement or an ADR, the Depositary and its agents may fully respond to any and all demands or requests for information maintained by or on its behalf in connection with the Deposit Agreement, any Holder or Holders, any ADR or ADRs or otherwise related hereto or thereto to the extent such information is requested or required by or pursuant to any lawful authority, including without limitation laws, rules, regulations, administrative or judicial process, banking, securities or other regulators. None of the Depositary, the Custodian or the Company shall be liable for the failure by any Holder or beneficial owner to obtain the benefits of credits on the basis of non-U.S. tax paid against such Holder's or beneficial owner's income tax liability. The Depositary and the Company shall not incur any liability for any tax consequences that may be incurred by Holders and beneficial owners on account of their ownership of the ADRs or ADSs. The Depositary shall not incur any liability for the content of any information submitted to it by or on behalf of the Company for distribution to the Holders or for any inaccuracy of any translation thereof, for any investment risk associated with acquiring an interest in the Deposited Securities, for the validity or worth of the Deposited Securities, for the credit-worthiness of any third party, for allowing any rights to lapse upon the terms of the Deposit Agreement or for the failure or timeliness of any notice from the Company. Notwithstanding anything herein or in the Deposit Agreement to the contrary, the Depositary and the Custodian(s) may use third-party delivery services and providers of information regarding matters such as pricing, proxy voting, corporate actions, class action litigation and other services in connection herewith and the Deposit Agreement, and use local agents to provide extraordinary services such as attendance at annual meetings of issuers of securities. Although the Depositary and the Custodian will use reasonable care (and cause their agents to use reasonable care) in the selection and retention of such third-party providers and local agents, they will not be responsible for any errors or omissions made by them in providing the relevant information or services. The Depositary shall not be liable for any acts or omissions made by a successor depository whether in connection with a previous act or omission of the Depositary or in connection with any matter arising wholly after the removal or resignation of the Depositary, provided that in connection with the issue out of which such potential liability arises the Depositary performed its obligations without negligence or willful misconduct while it acted as Depositary. By holding an ADS or an interest therein, Holders and owners of ADSs each irrevocably agree that any legal suit, action or proceeding against or involving the Company or the Depositary, arising out of or based upon the Deposit Agreement or the transactions contemplated hereby, may only be instituted in a state or federal court in New York, New York, and by holding an ADS or an interest therein each irrevocably waives any objection which it may now or hereafter have to the laying of venue of any such proceeding, and irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The Company has agreed to indemnify the Depositary and its agents under certain circumstances and the Depositary has agreed to indemnify the Company under certain circumstances. Neither the Depositary nor any of its agents shall be liable to Holders or beneficial owners of interests in ADSs for any indirect, special, punitive or consequential damages (including, without limitation, lost profits) of any form incurred by any person or entity, whether or not foreseeable and regardless of the type of action in which such a claim may be brought. No disclaimer of liability under the Securities Act of 1933 is intended by any provision hereof.

(15) Resignation and Removal of Depositary; the Custodian. The Depositary may resign as Depositary by written notice of its election so to do delivered to the Company, such resignation to take effect upon the appointment of a successor depository and its acceptance of such appointment as provided in the Deposit Agreement. The Depositary may at any time be removed by the Company by no less than 60 days prior written notice of such removal, to become effective upon the later of (i) the 60th day after delivery of the notice to the Depositary and (ii) the appointment of a successor depository and its

acceptance of such appointment as provided in the Deposit Agreement. The Depositary may appoint substitute or additional Custodians and the term “Custodian” refers to each Custodian or all Custodians as the context requires.

(16) Amendment. Subject to the last sentence of paragraph (2), the ADRs and the Deposit Agreement may be amended by the Company and the Depositary, provided that any amendment that imposes or increases any fees or charges (other than stock transfer or other taxes and other governmental charges, transfer or registration fees, cable, telex or facsimile transmission costs, delivery costs or other such expenses), or that shall otherwise prejudice any substantial existing right of Holders, shall become effective 30 days after notice of such amendment shall have been given to the Holders. Every Holder of an ADR at the time any amendment to the Deposit Agreement so becomes effective shall be deemed, by continuing to hold such ADR, to consent and agree to such amendment and to be bound by the Deposit Agreement as amended thereby. In no event shall any amendment impair the right of the Holder of any ADR to surrender such ADR and receive the Deposited Securities represented thereby, except in order to comply with mandatory provisions of applicable law. Any amendments or supplements which (i) are reasonably necessary (as agreed by the Company and the Depositary) in order for (a) the ADSs to be registered on Form F-6 under the Securities Act of 1933 or (b) the ADSs or Shares to be traded solely in electronic book-entry form and (ii) do not in either such case impose or increase any fees or charges to be borne by Holders, shall be deemed not to prejudice any substantial rights of Holders. Notwithstanding the foregoing, if any governmental body or regulatory body should adopt new laws, rules or regulations which would require amendment or supplement of the Deposit Agreement or the form of ADR to ensure compliance therewith, the Company and the Depositary may amend or supplement the Deposit Agreement and the ADR at any time in accordance with such changed laws, rules or regulations. Such amendment or supplement to the Deposit Agreement in such circumstances may become effective before a notice of such amendment or supplement is given to Holders or within any other period of time as required for compliance. Notice of any amendment to the Deposit Agreement or form of ADRs shall not need to describe in detail the specific amendments effectuated thereby, and failure to describe the specific amendments in any such notice shall not render such notice invalid, provided, however, that, in each such case, the notice given to the Holders identifies a means for Holders to retrieve or receive the text of such amendment (i.e., upon retrieval from the Depositary’s or the Company’s Web site or upon request from the Depositary).

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(17) Termination. The Depositary may, and shall at the written direction of the Company, terminate the Deposit Agreement and this ADR by mailing notice of such termination to the Holders at least 30 days prior to the date fixed in such notice for such termination; provided, however, if the Depositary shall have (i) resigned as Depositary hereunder, notice of such termination by the Depositary shall not be provided to Holders unless a successor depositary shall not be operating hereunder within 45 days of the date of such resignation, or (ii) been removed as Depositary hereunder, notice of such termination by the Depositary shall not be provided to Holders unless a successor depositary shall not be operating hereunder on the 60th day after the Company’s notice of removal was first provided to the Depositary. After the date so fixed for termination, the Depositary and its agents will perform no further acts under the Deposit Agreement and this ADR, except to receive and hold (or sell) distributions on Deposited Securities and deliver Deposited Securities being withdrawn. As soon as practicable after the expiration of six months from the date so fixed for termination, the Depositary shall sell the Deposited Securities and shall thereafter (as long as it may lawfully do so) hold in a segregated account the net proceeds of such sales, together with any other cash then held by it under the Deposit Agreement, without liability for interest, in trust for the pro rata benefit of the Holders of ADRs not theretofore surrendered. After making such sale, the Depositary shall be discharged from all obligations in respect of the Deposit Agreement and this ADR, except to account for such net proceeds and other cash. After the date so fixed for termination, the Company shall be discharged from all obligations under the Deposit Agreement except for its obligations to the Depositary and its agents.

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(18) Appointment. Each Holder and each person holding an interest in ADSs, upon acceptance of any ADSs (or any interest therein) issued in accordance with the terms and conditions of the Deposit Agreement shall be deemed for all purposes to (a) be a party to and bound by the terms of the Deposit Agreement and the applicable ADR(s), and (b) appoint the Depositary its attorney-in-fact, with full power to delegate, to act on its behalf and to take any and all actions contemplated in the Deposit Agreement and the applicable ADR(s), to adopt any and all procedures necessary to comply with applicable law and to take such action as the Depositary in its sole discretion may deem necessary or appropriate to carry out the purposes of the Deposit Agreement and the applicable ADR(s), the taking of such actions to be the conclusive determinant of the necessity and appropriateness thereof.

(19) Waiver. EACH PARTY TO THE DEPOSIT AGREEMENT (INCLUDING, FOR AVOIDANCE OF DOUBT, EACH HOLDER AND BENEFICIAL OWNER AND/OR HOLDER OF INTERESTS IN ADRS) HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING AGAINST THE DEPOSITARY AND/OR THE COMPANY DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE SHARES OR OTHER DEPOSITED SECURITIES, THE ADSs OR THE ADRs, THE DEPOSIT AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREIN OR THEREIN, OR THE BREACH HEREOF OR THEREOF (WHETHER BASED ON CONTRACT, TORT, COMMON LAW OR ANY OTHER THEORY).

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(20) Elective Distributions in Cash or Shares. Whenever the Company intends to distribute a dividend payable at the election of the holders of Shares in cash or in additional Shares, the Company shall give notice thereof to the Depositary at least 30 days prior to the proposed distribution stating whether or not it wishes such elective distribution to be made available to Holders. Upon receipt of notice indicating that the Company wishes such elective distribution to be made available to Holders, the Depositary shall consult with the Company to determine, and the Company shall assist the Depositary in its determination, whether it is lawful and reasonably practicable to make such elective distribution available to the Holders. The Depositary shall make such elective distribution available to Holders only if (i) the Company shall have timely requested that the elective distribution is available to Holders, (ii) the Depositary shall have determined that such distribution is reasonably practicable and (iii) the Depositary shall have received satisfactory documentation within the terms of Section 14 of the Deposit Agreement including, without limitation, any legal opinions of counsel in any applicable jurisdiction that the Depositary in its reasonable discretion may request, at the expense of the Company. If the above conditions are not satisfied, the Depositary shall, to the extent permitted by law, distribute to the Holders, on the basis of the same determination as is made in the local market in respect of the Shares for which no election is made, either (x) cash or (y) additional ADSs representing such additional Shares. If the above conditions are satisfied, the Depositary shall establish a record date and establish procedures to enable Holders to elect the receipt of the proposed dividend in cash or in additional ADSs. The Company shall assist the Depositary in establishing such procedures to the extent necessary. Nothing herein shall obligate the Depositary to make available to Holders a method to

receive the elective dividend in Shares (rather than ADSs). There can be no assurance that Holders generally, or any Holder in particular, will be given the opportunity to receive elective distributions on the same terms and conditions as the holders of Shares.

THIS EXHIBIT HAS BEEN REDACTED AND IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST. REDACTED MATERIAL IS MARKED WITH [***] AND HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Dated 17 November 2014

RECKITT BENCKISER GROUP PLC

and

INDIVIOR PLC

and

RECKITT BENCKISER HEALTHCARE (UK) LIMITED

and

RB PHARMACEUTICALS LIMITED

and

RBP GLOBAL HOLDINGS LIMITED

DEMERGER AGREEMENT

Slaughter and May
One Bunhill Row
London EC1Y 8YY
(RLC/LBW/JEVS)
524803910

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THIS DEMERGER AGREEMENT is made on 17 November 2014

BETWEEN:

- (1) **RECKITT BENCKISER GROUP PLC**, a company incorporated in England, with number 06270876 having its registered office at 103-105 Bath Road, Slough, Berkshire SL1 3UH (“**RB**”);
- (2) **INDIVIOR PLC**, a company incorporated in England, with number 09237894 having its registered office at 103-105 Bath Road, Slough, Berkshire SL1 3UH (“**Indivior**”);
- (3) **RECKITT BENCKISER HEALTHCARE (UK) LIMITED**, a company incorporated in England, with number 00261312 having its registered office at 103-105 Bath Road, Slough, Berkshire SL1 3UH (“**RB Healthcare (UK)**”);
- (4) **RB PHARMACEUTICALS LIMITED**, a company incorporated in England, with number 07183451 having its registered office at 103-105 Bath Road, Slough, Berkshire SL1 3UH (“**RB Pharmaceuticals**”); and
- (5) **RBP GLOBAL HOLDINGS LIMITED**, a company incorporated in England, with number 08721708 having its registered office at 103-105 Bath Road, Slough, Berkshire SL1 3UH (“**RBP Global**”).

WHEREAS:

- (A) RB intends to demerge its interest in the Indivior Business (as defined below) by way of an indirect dividend demerger.

- (B) RBP Global is a wholly-owned indirect subsidiary of RB (and will be, immediately prior to Completion, a wholly-owned subsidiary of RB) and is and will be, immediately prior to Completion, the intermediate holding company of the Indivior Business and the Indivior Group Companies (other than Indivior).
- (C) RB and Indivior have conditionally agreed on the terms of this Agreement that RB will transfer the entire issued share capital of RBP Global to Indivior in consideration for which Indivior will allot and issue, credited as fully paid up, the Indivior Shares to the Qualifying RB Shareholders, in satisfaction of the Demerger Dividend to be declared on the RB Shares pursuant to the Demerger Resolution.
- (D) This Agreement, which is a deed, sets out the terms on which the Demerger is intended to be effected and certain terms on which relations between the RB Group and the Indivior Group will be governed following Completion.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 The following provisions shall apply to the interpretation of this Agreement.

1.2 Words and expressions used in this Agreement shall have the meanings set out below unless the context requires otherwise:

“Admission”	means admission of the Indivior Shares to the premium listing segment of the Official List of the UKLA having become effective in accordance with the Listing Rules of the UKLA and the admission of the Indivior Shares to trading on the London Stock Exchange’s main market for listed securities becoming effective in accordance with the Admission and Disclosure Standards of the London Stock Exchange;
“Agreed Form”	means, in relation to any document, that document in a form agreed by RB and Indivior and initialled by or on their behalf for the purposes of identification only;
“Agreement”	means this agreement;
“Ancillary Agreements”	means: (A) the Demerger Tax Deed; (B) the US Tax Matters Agreement; (C) the FCP Lease; (D) the Manufacturing Agreement; (E) the Australian TSA; (F) the R&D Services Agreement; (G) the Ancillary Facilities Agreement; and (H) the Transitional Services Agreement, and “Ancillary Agreement” shall be construed accordingly;
“Ancillary Facilities Agreement”	means the agreement in the Agreed Form to be entered into by (1) RB Healthcare (UK) and (2) RB Pharmaceuticals setting out the terms on which RB Healthcare (UK) (on behalf of the RB Group) will permit RB Pharmaceuticals (on behalf of the Indivior Group) to use certain facilities and buildings on the Estate, as amended from time to time;
“Assumption Agreement”	has the meaning given to that term in paragraph 12 of Schedule 5;
“Australian TSA”	means the transitional services agreement entered into by (1) Reckitt Benckiser (Australia) Pty Ltd and (2) RB Pharmaceuticals Pty Ltd on 30 June 2014, to be amended and restated at or prior to Completion in accordance with the provisions of the Transitional Services Agreement;

“Buprenorphine API”	has the meaning given to that term in Schedule 2 of the Supply Agreement;
“Business Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in London, UK and Richmond, Virginia, USA (other than solely for trading or settlement in euro);
“Business Information”	means all information (in whatever form held) including (without limitation) all: (A) formulas, designs, specifications, drawings, know-how, manuals and instructions; (B) customer lists, sales, marketing and promotional information; (C) business plans and forecasts; (D) technical or other expertise; and (E) all accounting and tax records, correspondence, orders and inquiries;
“Chargeable Payments”	has the meaning given to that term in the Demerger Tax Deed;
“Chattels”	has the meaning given to that term in Clause 15.3;
“Circular”	means the circular to be dated the Posting Date to be sent to the shareholders of RB in connection with the Demerger, including a notice of general meeting of RB;

“Completion”	means the time and date when the Conditions shall have been fulfilled and the events specified in Clause 5 shall have taken place;
“Conditions”	means the conditions set out in Clause 2;
“Contract”	means any contract or contractual arrangement between RB or any RB Group Company and any third party provider;
“Control”	means, in relation to a company, the ability of a person to ensure that the activities and business of that company are conducted in accordance with the wishes of that person, and a person shall be deemed to have Control of a company if it possesses or is entitled to acquire the majority of the issued share capital or the voting rights in that company or the right to receive the majority of the income of that company on any distribution by it of all of its income or the majority of its assets on a winding up, and “Controlled” shall be construed accordingly;
“Costs”	means charges and reasonable costs (including legal costs)

	and expenses (other than, in each case, Tax), in each case properly incurred and of an out-of-pocket nature, together with any amounts in respect of VAT comprised in such charges, costs and expenses but only to the extent not recoverable;
“CTA 2010”	means the Corporation Tax Act 2010;
“Current RB Group”	means RB and its subsidiary undertakings immediately prior to Completion;
“DB”	means Deutsche Bank AG, London Branch, Winchester House, 1 Great Winchester Street, London EC2N 2DB;
“Demerger”	means the proposed demerger of the Indivior Business pursuant to this Agreement and the Demerger Resolution;
“Demerger Dividend”	means the interim dividend, in specie, proposed to be declared by the RB Board to effect the Demerger pursuant to the authority granted to the RB Board under the Demerger Resolution;
“Demerger Record Time”	means 6.00 p.m. on 22 December 2014, or such other time and/or date as the RB Board may, in its absolute discretion, determine;
“Demerger Resolution”	means resolution 1 set out in the notice of general meeting of RB included in the Circular;
“Demerger Tax Deed”	means the UK deed of tax covenant in the Agreed Form to be entered into by (1) RB and (2) Indivior at Completion, which contains cross-covenants in relation to each of RB Group and Indivior Group’s non-US Tax liabilities and sets out how each Group will cooperate with the Other Group in respect of non-US Tax matters following the Demerger;
“Demerging Group”	means RBP Global and its subsidiary undertakings on Completion;
“DPA”	has the meaning given to that term in Clause 19.6;
“Employer’s NICs”	has the meaning given to that term in Schedule 2 (Employee Share Schemes);
“Entire Agreement Documents”	has the meaning given to that term in Clause 23.1;
“Estate”	has the meaning given to that term in the FCP Lease;
“Exterior Chattels”	has the meaning given to that term in Clause 15.3(B);
“Exterior Chattels Licence”	has the meaning given to that term in Clause 15.6;
“Exterior Chattels Sites”	has the meaning given to that term in Clause 15.6;

“FCP Lease”	means the lease in the Agreed Form of the fine chemical plant, land and buildings on Dansom Lane, Hull, HU8 7DS to be entered into by (1) RB Healthcare (UK) and (2) RB Pharmaceuticals on 1 December 2014;
“FSMA”	means the Financial Services and Markets Act 2000;
“Group”	means in relation to RB Healthcare (UK) or RB Pharmaceuticals immediately after Completion (as

applicable);
(A) a parent undertaking or subsidiary undertaking of that entity; or
(B) a subsidiary undertaking of any parent undertaking of that entity,
and, in relation to RB or Indivior (as applicable), any subsidiary entity of that undertaking,

and **“Group Company”** shall be construed accordingly;

“HMRC”	has the meaning given to in Clause 11.4;
“Indemnified Party”	has the meaning given to that term in Schedule 4 (Provisions on Claims under the RB Indemnities and the Mutual Indemnities);
“Indemnifying Party”	has the meaning given to that term in Schedule 4 (Provisions on Claims under the RB Indemnities and the Mutual Indemnities);
“Indivior Affiliates”	means Indivior, RBP Global, any subsidiary undertaking of either of them, any holding company of either of them and any subsidiary undertakings of any such holding company in each case from time to time but after Completion;
“Indivior Business”	means the pharmaceutical business as operated from time to time within the Current RB Group which is described in the Prospectus;
“Indivior Business Liabilities”	has the meaning given to that term in Schedule 3 (Mutual Indemnities)
“Indivior Directors”	means the directors of Indivior from time to time;
“Indivior Group”	means Indivior, RBP Global and the companies that are, or will following Completion from time to time be, subsidiary undertakings of RBP Global or Indivior;
“Indivior Group Company”	means any member of the Indivior Group from time to time and “Indivior Group Companies” shall be construed

accordingly;

“Indivior Group Company Guarantee”	means any guarantee, indemnity, bond, warranty, covenant, security or collateral obligations given by any Indivior Group Company in respect of any RB Group Company or any liabilities or obligations of any RB Group Company or the RB Business;
“Indivior Obligor”	has the meaning given to that term in paragraph 12 of Schedule 5;
“Indivior Shares”	means the ordinary shares of \$2.00 each in the share capital of Indivior to be allotted and issued, credited as fully paid up, as RB shall direct in accordance with this Agreement, together with (where the context so requires) any ordinary shares of \$2.00 each in the capital of Indivior in issue prior to Completion;
“Indivior Sponsors’ Agreement”	means the sponsors’ agreement entered into between DB, Morgan Stanley and Indivior dated on or about the date hereof in connection with Indivior’s application for Admission;
“Indivior Trade Marks”	means all trade or service marks, trade or service names and logos owned by any member of the Current RB Group which relate exclusively to the Indivior Business as at the date of this Agreement, including without limitation Suboxone, Subutex, Temgesic, Buprex and Buprenex (excluding, for the avoidance of doubt, the RB Name and the RB Logos);
“Information”	means all information of whatever nature and in whatever form including, without limitation, in writing, orally, electronically and in a visual or machine readable medium including CD ROM, magnetic and digital form;
“Insurance Administration Services”	has the meaning given to that term in Schedule 5 (Insurance);
“Intellectual Property Rights”	means all patents, trade and service marks, trade and service names, logos, copyrights (including, without limitation, rights in computer software), rights in designs and rights in databases (whether or not any of these is registered and including any applications for registration of any such thing) and all other intellectual property rights or forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing which subsist anywhere in the world;
“Investigation”	has the meaning given to that term in Clause 19.5;
“ITEPA”	has the meaning given to that term in Schedule 2

(Employee Share Schemes);

“Leasehold Interest”	means the leasehold interest intended to be granted by RB Healthcare (UK) to RB Pharmaceuticals pursuant to the FCP Lease;
“Licence Expiry Date”	has the meaning given to that term in Clause 12.7;
“Licence Termination Date”	has the meaning given to that term in Clause 15.2;
“Licensed Products”	means those pharmaceutical products the subject of Marketing Authorisations (a) held at Completion by a company within the Demerging Group or (b) which are to be transferred to a Company within the Demerging Group pursuant to the Transitional Services Agreement;
“Listing Conditions”	shall have the meaning given to that term in Clause 2.1;
“London Stock Exchange”	means London Stock Exchange plc;
“Long-stop Date”	means 31 December 2015;
“Manufactured Products”	means the Products (as defined therein) to be manufactured by RB Healthcare (UK) under the Manufacturing Agreement;
“Manufacturing Agreement”	means the manufacturing agreement (also known as the Co-packer Supply Agreement) in the Agreed Form to be entered into by (1) RB Healthcare (UK) and (2) RB Pharmaceuticals at Completion setting out the terms and conditions on which RB Healthcare (UK) will manufacture the Products (as defined therein) on behalf of RB Pharmaceuticals from Plant Day;
“Marketing Authorisations”	means the marketing authorisations in relation to pharmaceutical products and all supplements, amendments and revisions thereto;
“Morgan Stanley”	means Morgan Stanley & Co. International plc, 25 Cabot Square, London E14 4QA;
“Mutual Indemnities”	means the indemnities given by RB to Indivior or by Indivior to RB which are contained in Clause 9 and in Schedule 3 (Mutual Indemnities);
“Nitrogen Tank”	means the nitrogen tank used as part of the cooling process in the production of the Buprenorphine API and situated at Dansom Lane, Hull HU8 7DS;
“Notifiable Event”	has the meaning given to that term in Schedule 2 (Employee Share Schemes);
“Ongoing Agreements”	means any existing or ongoing agreements between any RB Group Company and Indivior Group Company contemplated within the Transitional Services Agreement;

“Other Group”	means the RB Group when the subject is an entity in the Indivior Group and the Indivior Group when the subject is an entity in the RB Group;
“Outstanding Agreements”	has the meaning given to that term in Clause 10.3;
“Plant Day”	means the date on which a member of the Indivior Group takes operational control of the Fine Chemical Plant at Dansom Lane, Hull, HU8 7DS;
“Posting Date”	means the date hereof (or such other date as may be agreed by RB and Indivior as the date for the issue and dispatch of the Circular and the publication of the Prospectus);
“Premises”	has the meaning given to that term in the FCP Lease;
“Premium”	means the sum of [***] pounds (£[***]) (exclusive of any amounts in respect of VAT) payable as the premium for the grant of the Leasehold Interest pursuant to the FCP Lease (as may be adjusted under Clause 16);
“Proceedings”	means any proceeding, suit or action arising out of or in connection with this Agreement, the Ancillary Agreements or the Ongoing Agreements or the negotiation, existence, validity or enforceability of this Agreement, the Ancillary Agreements or the Ongoing Agreements, whether contractual or non-contractual;
“Prospectus”	means the prospectus relating to the issue of Indivior Shares by Indivior to be dated the Posting Date;
“Providing Party”	has the meaning given to that term in Clause 12.1;
“Qualifying RB Shareholders”	means the RB Shareholders on the register of members of RB at the Demerger Record Time;
“R&D Services Agreement”	means the agreement in the Agreed Form to be entered into by (1) RB Healthcare (UK) and (2) RB

Pharmaceuticals at Completion setting out the terms on which each of RB Healthcare (UK) and RB Pharmaceuticals (on behalf of such party's Group, as applicable) will provide research and development services to the other party (on behalf of such party's Group), as amended from time to time;

“RB Affiliate”	means RB, its subsidiary undertakings, any holding company of RB and any subsidiary undertakings of any such holding company in each case from time to time but after Completion (such that, for the avoidance of doubt, RB Affiliate shall not include any member of the Demerging Group);
“RB Board”	means the board of directors of RB or any duly authorised

	committee thereof;
“RB Business”	means all businesses carried on prior to Completion by any member of the Current RB Group (or previous members of that Group) except for the Indivior Business;
“RB Business Liabilities”	has the meaning given to that term in Schedule 3 (Mutual Indemnities);
“RB Directors”	means the directors of RB from time to time;
“RB Domain Names”	means any domain names owned by any Indivior Group Company that incorporate any of the RB Trade Marks;
“RB Group”	means RB and its subsidiary undertakings from time to time, but excluding any Indivior Group Company;
“RB Group Company”	means any member of the RB Group from time to time and “RB Group Companies” shall be construed accordingly;
“RB Group Company Guarantee”	means any guarantee, indemnity, bond, warranty, covenant, security or collateral obligations given by any RB Group Company in respect of any Indivior Group Company or any liabilities or obligations of any Indivior Group Company or the Indivior Business;
“RB Indemnities”	means the indemnities from RB set out in Clause 6;
“RB Logos”	means the logos set out in Schedule 7;
“RB Name”	means the marks “Reckitt”, “Reckitt Benckiser”, “RBP” or “RB Pharmaceuticals” owned by RB or any RB Group Company;
“RB Obligee”	has the meaning given to that term in paragraph 12 of Schedule 5;
“RB Shares”	means the ordinary shares of 10 pence each in the share capital of RB;
“RB Share Schemes”	means the Reckitt Benckiser 1999 Share Option Plan, the Reckitt Benckiser Long-Term Incentive Plan 2006, the Reckitt Benckiser Group 2007 Long-Term Incentive Plan, the Reckitt Benckiser Group 2007 Global Stock Profit Plan, the Reckitt Benckiser Group 2007 Savings Related Share Option Plan, the Reckitt Benckiser Group 2007 US Savings-Related Share Option Plan and the Reckitt Benckiser Group 2007 Senior Executive Share Ownership Policy Plan;
“RB Shareholders”	means holders of RB Shares (excluding RB) on the register of members of RB from time to time;
“RB Trade Marks”	means the RB Name, the RB Logos and all other trade or

	service marks, trade or service names and logos, in each case owned by any member of the Current RB Group immediately prior to Completion (excluding the Indivior Trade Marks);
“RBP Global Shares”	means the entire issued share capital of RBP Global;
“Regulatory Approval”	means in respect of a Licensed Product, an approval, licence, registration or authorisation of a regulatory authority of competent jurisdiction necessary to distribute, sell, market, import, export, store or use such product, excluding any such approval, licence, registration or authorisation required to be held by RB Healthcare (UK) to provide manufacturing services under the Manufacturing Agreement or the Supply Agreement;
“Requesting Party”	has the meaning given to that term in Clause 12.1;
“Restricted Period”	has the meaning given to that term in the Manufacturing Agreement;
“Responsive Parties”	has the meaning given to that term in paragraph 12 of Schedule 5;

“Sampling Booth”	means the facility located on Dansom Lane, Hull, HU8 7DS where raw materials are tested;
“Separation Committee”	has the meaning given to that term in Clause 7;
“Step Plan”	means the reorganisation step plan prepared by Ernst and Young LLP summarising the proposals in relation to (i) the extraction of cash from the Indivior Group to the RB Group and (ii) the transfer of RBP Global to be, immediately prior to Completion, a direct subsidiary of RB, a copy of which is included by or on behalf of RB and Indivior for the purposes of identification only, as amended from time time;
“Storage Containers”	means the two storage containers at Dansom Lane, Hull, HU8 7DS, one of which is used to store raw materials awaiting testing at the Sampling Booth and the second of which stores the effluent from the fine chemical plant;
“subsidiary undertaking”	means a subsidiary undertaking as defined in section 1162 Companies Act 2006 (and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1162(2)(b) and (d) respectively, as a member of another company even if its shares in that other company are registered in the name of (A) another person (or its nominee) whether by way of security or in connection with the taking of security or (B) its nominee);

“Supply Agreement”	means the supply agreement dated 23 May 2012, as amended on or about the date hereof November 2014, between (1) RB Healthcare (UK) and (2) RB Pharmaceuticals setting out the terms and conditions on which RB Healthcare (UK) manufactures the Products (as defined therein) on behalf of RB Pharmaceuticals;
“Tablet Sword Logos”	has the meaning given to that term in Clause 12.6(A);
“Tax”	has the meaning given to that term: (A) in respect of the United States of America, in the US Tax Matters Agreement; (B) in respect of any territory other than the United States of America, in the Demerger Tax Deed.
“Tax Authority”	has the meaning given to that term in the Demerger Tax Deed;
“Third Party Consent”	has the meaning given to that term in Clause 18.1;
“Third Party Group Member”	has the meaning given to that term in Clause 26.1;
“Transferring Employees”	means any such persons who will continue to be employee of the RB Group up to but excluding Plant Day, at which date such persons will become employees of the Indivior Group in accordance with the terms of the Transitional Services Agreement;
“Transferring Indivior Domain Names”	suboxone.com.au; suboxone.ca; suboxonecme.ca; suboxonedocs.ca; suboxonefsc.ca; suboxone.no; suboxone.com.tr; subutex.com.tr; suboxonefilmrems.com; suboxonerems.com; opioidtreatment.com; and suboxone.nl;
“Transferring RB Domain Names”	means reckittbenckiserpharmaceuticals.com; reckittbenckiserpharma.com; rb-pharmaceuticals.fr; rb-pharmaceutical.fr; reckitt-benckiser-pharma.fr; reckitt-benckiser-pharmaceutical.fr; reckitt-benckiser-pharmaceuticals.fr; rbp-crisis.com; and rbp-online.com;
“Transitional Service”	has the meaning given to that term in the Transitional Services Agreement;
“Transitional Services Agreement”	means the agreement in the Agreed Form to be entered into by (1) Reckitt Benckiser plc and (2) RBP Global at Completion setting out the terms and conditions on which Reckitt Benckiser plc (on behalf of the RB Group) will procure the provision of certain services to RBP Global (on behalf of the Indivior Group), as amended from time

	to time;
“UKLA”	means the Financial Conduct Authority acting in its capacity as the competent authority under Part VI FSMA;
“Underlying Claim”	has the meaning given to that term in paragraph 12 of Schedule 5;
“US”	means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
“US Tax Matters Agreement”	means the agreement in the Agreed Form to be entered into by (1) RB and (2) Indivior at Completion, which contains cross-covenants in relation to each of RB Group and Indivior Group’s US Tax liabilities and sets out how each Group will cooperate with the Other Group in respect of US Tax matters following the Demerger;

“VAT”	means value added tax;
“VAT Records”	means the records of the business carried on by RB Healthcare (UK) in relation to the Chattels and the Freehold Interest which under paragraph 6 of Schedule 11 to the VATA 1994 are required to be preserved after the date of the FCP Lease;
“VATA 1994”	means the Value Added Tax Act 1994; and
“Working Hours”	means 9:00 am to 5:00 pm on a Business Day.

1.3 In this Agreement, unless the context otherwise requires:

- (A) references to Clauses, Paragraphs, Recitals and Schedules are to clauses, paragraphs of and recitals and schedules to this Agreement;
- (B) the Schedules and any attachments form part of this Agreement and the Schedules shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the Schedules;
- (C) headings and titles to Clauses and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- (D) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted except to the extent that any amendment or modification made after the date of this Agreement would increase or alter the liability of RB or Indivior under this Agreement;

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- (E) references to a **“company”** shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (F) references to a **“person”** shall be construed so as to include any individual, firm, company, government, state or agency of a state or any joint venture, association or partnership (whether or not having separate legal personality)

1.4 references to a **“holding company”** or **“a subsidiary”** shall be construed as a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in section 1159(1) (a) and (c) to voting rights are to the members’ rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights;

- (A) references to a **“parent undertaking”** shall be construed as a parent undertaking as defined in section 1162 of the Companies Act 2006;
- (B) a person shall be deemed to be connected with another if that person is connected with another within the meaning of section 1122 and 1123 of CTA 2010;
- (C) references to writing shall include any mode of reproducing words in a legible and non-transitory form;
- (D) references to times of the day are to London time;
- (E) any reference to a **“day”** (including within the phrase **“Business Day”**) shall mean a period of 24 hours running from midnight to midnight;
- (F) the rule known as the *ejusdem generis* rule shall not apply and accordingly:
 - (i) general words introduced by the word “other” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; and
 - (ii) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words; and
 - (iii) the use of any gender includes the other genders; and

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- (G) any indemnity or covenant to pay (the **“Payment Obligation”**) being given on an “after Tax basis” or expressed to be “calculated on an after Tax basis” means that the amount payable pursuant to such Payment Obligation (the “Payment”) shall be calculated in such a manner as will ensure that, after taking into account:
 - (i) any Tax required to be deducted or withheld from the Payment;

- (ii) the amount and timing of any additional Tax which becomes payable by the recipient of the Payment as a result of the Payment's being subject to Tax in the hands of the recipient of the Payment; and
- (iii) the amount and timing of any Tax benefit which is obtained by the recipient of the Payment to the extent that such Tax benefit is attributable to the matter giving rise to the Payment Obligation or to the receipt of the Payment,

the recipient of the Payment is in the same position as it would have been if the matter giving rise to the Payment had not occurred.

2. CONDITIONS

- 2.1 The provisions of this Agreement, other than those arising under Clauses 1, 2, 3, 4.1, 4.2, 16, 17, 19.1 and 21 to 28 (inclusive), shall be conditional upon all of the following and Clause 4.1 shall be conditional upon paragraphs (A) and (C) and only:
- (A) the approval of the Demerger Resolution by a majority of RB Shareholders at the general meeting of the RB Shareholders;
 - (B) the Indivior Sponsors' Agreement not having terminated in accordance with its terms;
 - (C) RB having been entered into the register of members of RBP Global as the holder of all of the RBP Global Shares;
 - (D) the approval of the payment of the Demerger Dividend by the RB Board;
 - (E) the UKLA having acknowledged to Indivior or its agent (and such acknowledgement not having been withdrawn) that the application for the admission of the Indivior Shares to the Official List with a premium listing has been approved and (after satisfaction of any conditions to which such approval is expressed to be subject (the "**Listing Conditions**")) will become effective as soon as a dealing notice has been issued by the UKLA and any Listing Conditions having been satisfied; and
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- (F) the London Stock Exchange having acknowledged to Indivior or its agent (and such acknowledgement not having been withdrawn) that the Indivior Shares will be admitted to trading on its main market for listed securities.
- 2.2 Subject to Clause 2.3, RB, Indivior and RBP Global shall use all reasonable endeavours to ensure fulfilment of the Conditions, none of which may be waived by either RB or Indivior. If the Conditions are not satisfied by 8 a.m. on 23 December 2014 (or such other time and/or date as RB and Indivior may agree), this Agreement shall automatically terminate and neither RB nor Indivior shall have any claim of any nature whatsoever against the other under this Agreement (save in respect of any rights and liabilities of RB and Indivior which have accrued prior to termination).
- 2.3 Each of RB and Indivior undertakes to the other to disclose anything which will or may prevent any of the Conditions from being satisfied immediately after it comes to the notice of that party.
- 2.4 Each of RB, Indivior and RBP Global respectively will procure, to the extent it is able, that, between the time of this Agreement and Completion, the Indivior Business will be carried on in the ordinary course subject only to:
- (A) implementation of any remaining steps to be undertaken pursuant to the Demerger, this Agreement or the Step Plan, or any further steps required to be taken in consequence of taking such remaining steps; or
 - (B) actions undertaken in the course of implementing operational separation of the Indivior Business from the RB Business in preparation for the Demerger; or
 - (C) any matter undertaken as a requirement of law or applicable regulation or as a requirement of any contract, arrangement or commitment relating to the Indivior Business in place prior to the date of this Agreement; or
 - (D) immediate or prompt steps undertaken to the extent required to prevent (so far as possible) or remedy or limit the consequences of any matter having a material and adverse effect on the ongoing operations of the Indivior Business (which shall be promptly notified by whichever party first becomes aware of such a matter to the other party if reasonably practicable prior to taking such steps (and if not, as soon as reasonably practicable thereafter) and shall consult with and give reasonable consideration to any reasonable corrective or remedial action proposed by the other party in respect of such matter).

3. CIRCULAR AND PROSPECTUS AND PRE-COMPLETION OBLIGATIONS

3.1 On the Posting Date:

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- (A) RB shall procure the despatch of the Circular to all of its shareholders, subject to the prior approval of the Circular by the RB Board and the UKLA; and
 - (B) Indivior shall procure the publication of the Prospectus, subject to the prior approval of the Prospectus by the Indivior Directors and the UKLA.
- 3.2 Without prejudice to any relevant provision of the Indivior Sponsors' Agreement, each of RB and Indivior undertakes to the other that if, at any time after the date hereof and before the commencement of dealings in the Indivior Shares following Admission, it comes to the notice

of either of them that:

- (A) any statement contained in the Circular or the Prospectus has become or been discovered to be untrue, incorrect or misleading in any material respect;
- (B) it has been discovered that either the Circular or the Prospectus does not contain a statement that it should contain in order to comply with any applicable law or the rules of any relevant regulatory authority and that omission is or may be material;
- (C) there has been a significant change affecting any matter contained in the Circular or the Prospectus which would have been required to be disclosed in any such document had it occurred before Posting Date; or
- (D) a significant new matter has arisen the inclusion of information in respect of which would have been required in the Circular or the Prospectus had it arisen before Posting Date,

then that party shall immediately notify the other party of the same in writing.

- 3.3 Each of RB and Indivior undertakes to procure that, prior to Completion, except as required by law, the UKLA or the London Stock Exchange, and without prejudice to Clause 27.11, no action will be taken by it which is inconsistent with the provisions of this Agreement or the completion of the Demerger.
- 3.4 Each of RB and Indivior undertakes to the other that it will comply with applicable legal and regulatory requirements in relation to the Demerger, the Circular and the Prospectus and the matters and transactions contemplated thereby and by this Agreement.
- 3.5 Each of RB and Indivior undertakes to notify the other of the action (if any) which it intends to take as a consequence of any matter referred to in Clause 3.2. In the case of Indivior, this may include the publication of a supplementary prospectus in accordance with section 87G of FSMA.
- 3.6 On 1 December 2014 (but subject to receipt of the Premium by RB Healthcare (UK) pursuant to Clause 15.1), RB Healthcare (UK) and RB Pharmaceuticals

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shall deliver to the other, or procure the delivery of, a duly executed counterpart of the FCP Lease.

- 3.7 On 16 December 2014, RBP Global shall deliver to RB a certificate in the form set out at Schedule 10 signed by Shaun Thaxter and Cary Claiborne and dated 16 December 2014. RBP Global acknowledges that RB, in determining whether to amend the EY Step Plan and/or proceed with the Demerger, will rely on the accuracy of the information contained in the certificate. RBP Global shall have no liability for inaccuracy or omission of any information contained in the certificate unless RB Group notifies RBP Global in writing, providing reasonable details of such matter, on or before 20 January 2015.

4. TRANSFER AND ISSUE OF SHARES

- 4.1 Subject to the passing of the Demerger Resolution and the RB Board determining, in its absolute discretion, that the Demerger continues to be in the best interests of RB and the holders of RB Shares, RB agrees to declare the Demerger Dividend in accordance with the Demerger Resolution and shall at Completion transfer with full title guarantee, subject to and with effect from Admission, and Indivior shall at Completion acquire, subject to and with effect from Admission, the RBP Global Shares free from all security interests, options, equities, claims or other third party rights (including rights of pre-emption) of any nature whatsoever and together with all rights attaching to them.
- 4.2 RB shall procure that prior to Completion (but subject thereto), the board of directors of RBP Global shall meet to approve the transfer of the RBP Global Shares from RB to Indivior and to resolve that Indivior be recorded in the register of members of RBP Global as the holder of the RBP Global Shares. As soon as reasonably practicable following Completion, Indivior shall procure that (subject to the stamping of the relevant instrument of transfer) Indivior is recorded in the register of members of RBP Global as the holder of the RBP Global Shares.
- 4.3 In consideration for the transfer of the RBP Global Shares, and in satisfaction of the Demerger Dividend, Indivior shall allot and issue to the Qualifying RB Shareholders such number of Indivior Shares which, when aggregated with the number of Indivior Shares already then in issue, is equal to the number of RB Shares in issue at the Demerger Record Time (less any RB Shares held in treasury).
- 4.4 RB hereby directs that the Indivior Shares be allotted and issued pursuant to Clause 4.3 above to the Qualifying RB Shareholders on the basis of one Indivior Share for every RB Share held by each RB Shareholder at the Demerger Record Time, save that in respect of Adrian Norton and Dominic Neary, the number of Indivior Shares to be allotted and issued to each of them as a Qualifying RB Shareholder pursuant to the foregoing shall be reduced by the number of shares in the share capital of Indivior already held by each of them at the Demerger Record Time.

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- 4.5 The Indivior Shares shall be allotted credited as fully paid and free from all liens, charges and encumbrances whatsoever and shall have the rights described in Indivior's articles of association in effect at the date of this Agreement.
- 4.6 Immediately after the Demerger Record Time, RB shall make available to Indivior the registered names, addresses and shareholdings of the Qualifying RB Shareholders.

5. COMPLETION OBLIGATIONS

- 5.1 Completion of this Agreement will take place immediately upon the satisfaction of the last of the conditions in Clause 2.1 (other than any condition which will be satisfied only upon such Completion) when, subject to the fulfilment of any conditions then unsatisfied, the following business shall be (or shall have been) transacted:
- (A) RB shall deliver to Indivior a duly executed transfer of the RBP Global Shares in favour of Indivior, together with the relevant share certificate(s);
 - (B) Indivior shall procure that the names of the Qualifying RB Shareholders to whom Indivior Shares are allotted pursuant to this Agreement are entered in the register of members of Indivior as the holders of the Indivior Shares allotted to them; and
 - (C) each of RB and Indivior shall deliver, or procure the delivery of, a duly executed counterpart of each of the Ancillary Agreements in the Agreed Form, with the exception of the FCP Lease.
- 5.2 Any amounts outstanding at Completion between any RB Group Company and any Indivior Group Company shall, to the extent not already settled (unless otherwise agreed between RB and Indivior):
- (A) be settled by payment to the relevant RB Group Company or Indivior Group Company (as appropriate) in the normal course in accordance with this Agreement, the Ancillary Agreements or the Ongoing Agreements or any other pre-existing arrangements; or
 - (B) in the case of amounts which relate to intra-group financing or similar arrangements or in respect of which no payment terms have previously been agreed, shall be repaid or settled on or as soon as reasonably practicable following Completion,
- and RB and Indivior agree to procure compliance by members of their respective Groups with the provisions of this Clause 5.2.
- 5.3 RB and Indivior shall procure that on or before Completion:

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- (A) employees or non-executive directors of one Group who hold the office of director or secretary of a company in the Other Group shall have resigned from the company or companies in the Other Group and suitable persons employed by or identified as appropriate non-executive directors for the Other Group shall have been appointed in their place, save for Adrian Hennah, in respect of his being a director of RB and Indivior; and
 - (B) employees of one Group who are authorised signatories on bank mandates for accounts of companies in the Other Group shall have signed, executed and delivered all such documents as are necessary to cancel their status as authorised signatories on such mandates and to ensure that suitable persons employed by the Other Group shall have been appointed as authorised signatories in their place.
- 5.4 To secure the interest of Indivior in the RBP Global Shares, RB irrevocably appoints Indivior, with effect from Completion, as RB's attorney with authority on its behalf and in its name or otherwise in relation to the RBP Global Shares to exercise all rights, powers and privileges which are capable of exercise by RB in the capacity of registered holder of the RBP Global Shares and for such purpose to do all such acts and things and to execute all such deeds and other documents as Indivior shall consider necessary or desirable pending registration of the RBP Global Shares in the name of Indivior, in connection with any matter including, without limitation, all or any of the following:
- (A) receiving notice of, attending, participating in and directing the exercise of any voting rights attaching to the RBP Global Shares in any general meeting, class meeting of the shareholders of RBP Global or other meeting at which such voting rights are capable of being exercised, or signing any resolution or decision as the registered holder of the RBP Global Shares;
 - (B) approving, completing or otherwise signing or executing and returning any requisition of any meeting, consent to short notice or proxy form, written resolution, agreement of the members of RBP Global or other document capable of being validly signed or executed by the registered holder of the RBP Global Shares;
 - (C) dealing with and giving directions as to any monies, securities, benefits, documents, notices or other communications (in whatever form) arising by right of the RBP Global Shares or received in connection with the RBP Global Shares from RBP Global (including, but not limited to, altering the registered address relating to the RBP Global Shares and agreeing terms with RBP Global for receiving any such thing by means of electronic communications;
 - (D) selling, transferring, exchanging or otherwise disposing of the RBP Global Shares or any interest in it;

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- (E) agreeing to any compromise or arrangement affecting the RBP Global Shares and/or using any lawful means to safeguard any interest and/or enforce any right of the registered holder of the RBP Global Shares; and
- (F) otherwise endorsing, signing, executing, delivering and doing all agreements, deeds, receipts, dividend and interest warrants, cheques, releases, discharges, instruments and all other documents, deeds and acts whatsoever in the name of RB insofar as may be done in that capacity,

in each case as Indivior in its absolute discretion sees fit.

- 5.5 Any document to be signed or executed under this authority may be signed or otherwise executed by Indivior in RB's name or (at Indivior's option) in Indivior's name on behalf of RB.
- 5.6 RB undertakes with effect from Completion:
- (A) to hold the RBP Global Shares upon trust for Indivior as beneficial owner;
 - (B) to account to Indivior for all dividends, interest, bonuses, in specie or other distributions or payments of whatever nature paid or made to RB in respect of the RBP Global Shares;
 - (C) not to exercise any rights, powers or privileges attaching to the RBP Global Shares or exercisable in the capacity of registered holder of the RBP Global Shares or conferred on Indivior by this Agreement without Indivior's prior written consent; and
 - (D) promptly on receipt to deliver to Indivior any notice, letter or other document of any nature whatsoever relating to the RBP Global Shares which RB receives after the date of this Agreement.
- 5.7 Subject to Clause 5.8 below, Indivior undertakes fully to indemnify RB and hold it harmless against all liabilities, Costs, claims, actions, charges and expenses (if any) arising out of or in consequence of the proper or purported exercise of any power under the power of attorney constituted by Clause 5.4.
- 5.8 The indemnity contained in Clause 5.7 shall not apply to any liabilities, Costs, claims, actions, charges or expenses which would not have been incurred but for the negligence or wilful default of RB.
- 5.9 The power of attorney constituted by Clause 5.4 and the undertaking given in Clause 5.6 above shall be irrevocable but shall terminate automatically on the date on which Indivior or its nominee is entered in the register of members of RBP Global as the holder of the RBP Global Shares.

6. RB INDEMNITIES

- 6.1 The issue by Indivior of the Indivior Shares to Qualifying RB Shareholders on Completion in accordance with this Agreement shall extinguish any obligation whatsoever to issue any shares to any former, present or future RB Shareholders or holder of other securities of RB in consideration of the transfer of the RBP Global Shares to Indivior, and RB hereby covenants and undertakes to indemnify and keep indemnified Indivior (for itself and as trustee for each Indivior Group Company) from and against any such obligation, including any liabilities, losses, demands, claims, Costs, Tax and damages whatsoever suffered or arising, directly or indirectly from or in consequence of:
- (A) any claim by any person that he became a holder of or was otherwise entitled to RB Shares (or other securities he shall claim to be relevant for such purposes) prior to or at the Demerger Record Time and was, by virtue of such holding, entitled to be issued Indivior Shares; and
 - (B) any claim by any person that his rights to be entered into the register of members of Indivior in respect of Indivior Shares have not been satisfied as a result of a dispute over the time or otherwise in respect of the sale or transfer to or by him of RB Shares (or other securities he shall claim to be relevant for such purpose).
- 6.2 The provisions of Schedule 4 (Provisions on Claims under the RB Indemnities and the Mutual Indemnities) shall apply in relation to the making of any claim under the RB Indemnities.

7. ESTABLISHMENT OF THE SEPARATION COMMITTEE

- 7.1 RB and Indivior shall establish a separation committee (the **"Separation Committee"**) to review and assist in the implementation of this Agreement and the Ancillary Agreements after Completion, to consider any additional issues arising from the implementation of the Demerger and to determine any disputes which may arise between members of the RB Group and of the Indivior Group.
- 7.2 The Separation Committee shall meet:
- (A) once a fortnight for the first two months following Completion;
 - (B) after the first two months, once a month until the end of the first six months follow Completion; and
 - (C) after the expiry of the period referred to in 7.2(B) above, from time to time as agreed by RB and Indivior.
- 7.3 The members of the Separation Committee shall be the chief finance officers of each of RB and Indivior and any other person of senior management of each of RB and Indivior as the respective chief finance officers shall nominate. The members of the Separation Committee shall be entitled to invite such other persons as they may determine to attend particular meetings of the Separation

Committee. The Separation Committee shall determine its own remit and procedures.

8. MUTUAL PROVISIONS IN RELATION TO RB AND INDIVIOR

- 8.1 It is the intention of RB and Indivior that, as between RB and Indivior, and save as specifically provided in this Agreement, RB should be responsible for all matters relating to the RB Business and that Indivior should be responsible for all matters relating to the Indivior Business. Accordingly, and without prejudice to the specific provisions of this Agreement, RB and Indivior have agreed to the undertakings set out in Schedule 3 (Mutual Indemnities) and Clause 9.
- 8.2 Each of RB and Indivior agrees that if the other party proposes to reduce its capital whilst that party remains a contingent creditor of the party proposing such capital reduction pursuant to the provisions of this Agreement or any of the Ancillary Agreements, then the party which is a contingent creditor will not unreasonably withhold or delay its consent in such capacity to such capital reduction.

9. GUARANTEES

- 9.1 Indivior undertakes to RB at any time and from time to time on or after Completion to execute and deliver (or procure the execution and delivery by another Indivior Group Company of) all such instruments of assumption and acknowledgement or take such other action as RB may reasonably request in order to effect the release and discharge in full of each member of the RB Group from any RB Group Company Guarantee to which it is a party.
- 9.2 For so long as and to the extent that any release from a RB Group Company Guarantee has not been obtained, Indivior shall:
- (A) ensure that no member of the Indivior Group shall enter into any further commitment or obligation, other than in respect of existing contractual arrangements or pursuant to applicable law (including, without limitation, requirements to give or procure authorised guarantee agreements in respect of leasehold liabilities), which would increase any RB Group Company's actual or contingent liability under any such RB Group Company Guarantee;
 - (B) use all reasonable endeavours to ensure that no third party or member of the Indivior Group shall have recourse to any such RB Group Company Guarantee; and
 - (C) indemnify RB and any member of the RB Group on an after-Tax basis from and against any and all liabilities and Costs arising in respect of any event or circumstance either before, on or after Completion under or by reason of that RB Group Company Guarantee (whether as a result of any

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breach by any member of the Indivior Group of its obligations to which such RB Group Company Guarantee relates or otherwise).

- 9.3 RB undertakes to Indivior at any time and from time to time on or after Completion to execute and deliver (or procure the execution and delivery by another RB Group Company of) all such instruments of assumption and acknowledgement or take such other action as Indivior may reasonably request in order to effect the release and discharge in full of each member of the Indivior Group from any Indivior Group Company Guarantee to which it is a party.
- 9.4 For so long as and to the extent that any release from an Indivior Group Company Guarantee has not been obtained, RB shall:
- (A) ensure that no member of the RB Group shall enter into any further commitment or obligation, other than in respect of existing contractual arrangements or pursuant to applicable law (including, without limitation, requirements to give or procure authorised guarantee agreements in respect of leasehold liabilities), which would increase any Indivior Group Company's actual or contingent liability under any such Indivior Group Company Guarantee;
 - (B) use all reasonable endeavours to ensure that no third party or member of the RB Group shall have recourse to any such Indivior Group Company Guarantee; and
 - (C) indemnify Indivior and any member of each Indivior Group on an after-Tax basis from and against any and all liabilities and Costs arising in respect of any event or circumstance either before, on or after Completion under or by reason of that Indivior Group Company Guarantee (whether as a result of any breach by any member of the Indivior Group of its obligations to which such Indivior Group Company Guarantee relates or otherwise).
- 9.5 The provisions of Schedule 4 (Provisions on Claims under the RB Indemnities and the Mutual Indemnities) shall apply in relation to the making of any claim under any of the indemnities given under this Clause 9.

10. CONTRACTUAL ARRANGEMENTS

- 10.1 In relation to any existing intra-group agreement between any RB Group Company and any Indivior Group Company which has not been taken into account within the provisions of this Agreement or the Transitional Services Agreement, RB and Indivior agree to use the Separation Committee to consult one another about the relevant actions to take in relation to such agreements.
- 10.2 Save for Clause 10.1, the following provisions of this Clause 10 shall apply in relation to certain outstanding agreements which, prior to the Demerger, have been dealt with by RB or have involved the common use of assets or services by

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both the RB Group and the Indivior Group. For the avoidance of doubt, these provisions shall not apply to matters in connection with Clauses 6 and 8, which shall be dealt with in accordance with Schedule 4 (Provisions on Claims under the RB Indemnities and the Mutual Indemnities).

- 10.3 If, following Completion, there are any agreements or contractual arrangements with third parties which, prior to Demerger, have been entered into by any RB Group Company in relation to matters exclusively affecting the Indivior Business or the business of any Indivior Group Company or by any Indivior Group Company in relation to matters exclusively affecting the RB Business or the business of any RB Group Company but which in any such case are wholly or partly unperformed (“**Outstanding Agreements**”) RB and Indivior will use all reasonable endeavours to procure the entering into of a novation agreement in terms to be agreed with the relevant third party in relation to each of the Outstanding Agreements and each of RB and Indivior shall procure that any of their respective Group Companies which is party to such Outstanding Agreement will join in the relevant novation agreement, provided that such reasonable endeavours:
- (A) on the part of the transferring company shall in no event require it to do more than agreeing (acting reasonably) and entering into the novation agreement mentioned above, procuring that any relevant Group Company does likewise and bearing its own Costs and the Costs of any Group Company in connection with such novation; and
 - (B) on the part of the receiving company shall in no event require it to do more than paying or performing any accrued liability or obligation which is properly required to be paid or performed as a condition of such novation, agreeing (acting reasonably) and entering into the novation agreement mentioned above (including giving any new guarantee reasonably required in respect thereof) and procuring that any relevant Group Company does likewise and bearing its own Costs and the Costs of any Group Company and the reasonable Costs of any relevant third party in connection with such novation and guarantee.
- 10.4 In relation to each Outstanding Agreement, pending the entering into of a novation agreement in respect of it:
- (A) the transferring company shall hold the benefit of such Outstanding Agreement (excluding Outstanding Agreements relating to Intellectual Property Rights or know-how) on trust for the receiving company absolutely;
 - (B) the transferring company shall, if so required by the receiving company in writing, assign the benefit of the Outstanding Agreement to the receiving company in so far as it is able to do so and, to the extent it is not able to do so, assign any benefit of any Outstanding Agreement which is a licence of

Intellectual Property Rights or know-how under which it is entitled to sub-license to the receiving company, and shall, if so required by the receiving company in writing, sub-license to the receiving company under that Outstanding Agreement to the extent it is able to do;

- (C) unless and until any assignment or sub-licence pursuant to Clause 10.4(B) above has taken place, the transferring company shall take such action as the receiving company may reasonably require in writing to enforce for the benefit of that company such Outstanding Agreement against the other parties to it or to defend or settle for the benefit of the receiving company any action or claim brought or made by any person entitled to the benefit of such Outstanding Agreement; and
- (D) save as is otherwise specifically provided in this Agreement in relation to Costs, RB or Indivior as the case may be (being either itself, or the parent of, the receiving company) covenants to pay the other party or the relevant member of that party’s Group on an after-Tax basis an amount equal to any losses, liabilities and expenses suffered or incurred by the transferring company or any other member of that party’s Group in pursuance of this Clause or otherwise in relation to such Outstanding Agreement.

11. TAX

- 11.1 The parties agree that, except where arrangements in respect of Tax are expressly made in this Agreement, any claim or potential claim in respect of any liability relating to Tax shall be determined and calculated solely in accordance with the Demerger Tax Deed or the US Tax Matters Agreement, as appropriate.
- 11.2 The parties agree that RB will, where appropriate on Indivior’s behalf and with such assistance from Indivior as RB may reasonably require, be responsible for claiming relief from stamp duty under section 75 of the Finance Act 1986 in respect of the transfer of the RBP Global Shares.
- 11.3 Each of RB and Indivior will use all reasonable endeavours to make and enforce such arrangements with its respective registrars as will enable the conditions for relief from stamp duty under section 75 of the Finance Act 1986 in respect of the transfer of the RBP Global Shares to be fulfilled.
- 11.4 Each of RB and Indivior will use all reasonable endeavours to ensure that adequate procedures and controls will be established within its respective Group from Completion to identify, before they are made, any payments or transfers of money’s worth:
 - (A) by any RB Affiliate to any Indivior Affiliate, any shareholder in Indivior or
any shareholder in RB or any other RB Affiliate; or

- (B) by any Indivior Affiliate to any RB Affiliate, any shareholder in RB or any shareholder in Indivior or any other Indivior Affiliate, or any assumptions of liability:
- (C) by any RB Affiliate from any Indivior Affiliate, any shareholder in Indivior or any shareholder in RB or any other RB Affiliate; or

- (D) by any Indivior Affiliate from any RB Affiliate, any shareholder in RB or any shareholder in Indivior or any other Indivior Affiliate,

which in any such case may potentially constitute a Chargeable Payment in relation to the Demerger and will co-operate and liaise with each other in relation thereto, including by obtaining appropriate professional advice in relation to such payments, transfers or assumptions and, where appropriate, by seeking advance clearance from HM Revenue & Customs (“HMRC”) to ensure that such payments, transfers or assumptions do not constitute Chargeable Payments.

- 11.5 Notwithstanding any other provision of this Agreement, RB shall be under no obligation to make a payment under any indemnity given by RB under this Agreement to the extent that payment has been made by RB so that the liability in respect of which such payment would otherwise be made has been made good without cost to Indivior.
- 11.6 Notwithstanding any other provision of this Agreement, Indivior shall be under no obligation to make a payment under any indemnity given by Indivior under this Agreement to the extent that payment has been made by Indivior so that the liability in respect of which such payment would otherwise be made has been made good without cost to RB.

12. DEALINGS BETWEEN GROUPS

Access to books and records and facilities

- 12.1 Without prejudice to paragraph 3 of Schedule 5 (Insurance), each of RB and Indivior (the “**Providing Party**”) shall for a period of 8 years from the date of Completion give to the other (the “**Requesting Party**”) reasonable access during normal business hours (unless otherwise agreed) to, and the right to copy, records and books in hard copy form belonging to the Providing Party or any of its subsidiaries or otherwise provide information promptly following written request of the same, and the right to question employees of the Providing Party or any of its subsidiaries:
- (A) for the purpose of complying with statutory obligations or an order of any court of competent jurisdiction binding on the Requesting Party or a member of its Group or with its, or any of the members of its Group’s, Tax related obligations or any requirement or request of a regulator to which a member of its Group is subject or for the purposes of defending

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legal proceedings brought against any member of its Group by a third party; or

- (B) to the extent that the Requesting Party has a reasonable requirement for such access or questioning (including without limitation in connection with bringing or defending claims, other than with respect to claims between (1) the Providing Party and/or any subsidiary thereof and (2) the Receiving Party and/or any subsidiary thereof, in which respect applicable disclosure or discovery rules shall govern) and the Providing Party gives its consent to such access or questioning, such consent not to be unreasonably withheld or delayed (and RB and Indivior hereby acknowledge and agree that it is reasonable for RB and Indivior to require such access or questioning in respect of the implementation of operational separation),

except to the extent such access is restricted by law or the terms of any agreement or is confidential (and a waiver of such restriction may not be reasonably obtained) or subject to a claim for legal professional privilege, provided however, that the Providing Party shall take all reasonable measures to permit compliance with this clause 12.1 in a manner that avoids any such restrictions.

Charges

- 12.2 The Requesting Party shall reimburse to the Providing Party such reasonable third party Costs as the Providing Party may incur in relation to the exercise of the rights specified in Clause 12.1.

Preliminary Financial Results Announcements

- 12.3 Indivior shall make the announcement of its preliminary financial results for the financial year ending 31 December 2014 at 7:00 a.m. on 11 February 2015, or such other date and time as is notified by RB to Indivior upon RB giving reasonable notice to Indivior.
- 12.4 Each of RB and Indivior agrees to consult with the other party in relation to the contents of the announcements of their respective preliminary financial results for the period ended 31 December 2014.

Use by the Indivior Group of RB Group Trade Marks

- 12.5 Indivior shall, and shall procure that the Indivior Group Companies shall, as from the date of Completion, cease to use in any manner whatsoever the RB Trade Marks and any domain names which include any RB Trade Mark (except that an Indivior Group Company shall have the right to use certain of the RB Trade Marks, solely to the extent described in Clauses 12.6 to 12.8 (inclusive) below).
- 12.6 With effect from the date of Completion, RB (acting for itself and as agent for each RB Group Company) hereby grants to each Indivior Group Company the

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right and licence, sublicensable either (i) to any service providers or other contractors of such Indivior Group Company (including, without limitation, RB and the other RB Group Companies as required, including, without limitation, for the purposes of the Manufacturing

Agreement) used in relation to the distribution activities of the Indivior Group or (ii) to any other third party with prior written consent (such consent not to be unreasonably withheld or delayed), as required for the purpose of the service or subcontracted activities to use:

- (A) the RB Trade Marks and any domain names which include any RB Trade Mark (excluding the RB Logos contained in Part 3 of Schedule 7 (the “Tablet Sword Logos”)) as part of its corporate name, on stationery and business cards and (on an exclusive basis) on packaging and promotional material relating to the Licensed Products in a territory from the date of Completion on a territory-by-territory basis:
 - (i) where any Regulatory Approvals relating to the Licensed Products in that territory are held by an Indivior Group Company at Completion, and/or where an Indivior Group Company is otherwise identified by name in the packaging or labelling of a Licensed Product in that territory at Completion until the earlier of:
 - (a) the last date with effect from which the relevant regulatory authorities grant approval for the change of name of the holder of such Regulatory Approvals and/or the change of such other names identified on the packaging and labelling of a Licensed Product (as applicable); and
 - (b) the date falling three years after the date of Completion; and
 - (ii) where all Regulatory Approvals relating to the Licensed Products in that territory are not held by an Indivior Group Company at Completion and no Indivior Group Company (where the company name includes an RB name) is otherwise identified by name in the packaging and labelling of a Licensed Product in that territory at Completion until the earlier of:
 - (a) the last date on which the last Regulatory Approval relating to the Licensed Products in that territory has transferred to, or been re-registered by (as applicable), the relevant Indivior Group Company (in accordance with the relevant provisions in the Transitional Services Agreement); and
 - (b) the date falling three years after the date of Completion;
- (B) the RB Name for a period of three months from the date of Completion for use or display on signs, buildings and fixtures (such use and display of the RB Name to be in the same manner and to the same extent used and

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displayed by such Indivior Group Company during the six month period prior to Completion);

- (C) the RB Name on Manufactured Products, on an exclusive basis, for the duration of the term of the Manufacturing Agreement and thereafter until the expiry of the shelf life of the Manufactured Products supplied to any Indivior Group Company under the Manufacturing Agreement, for the purposes of identifying RB or the relevant RB Group Company on packaging and promotional material to the extent required by applicable law, including without limitation as the manufacturer of the Manufactured Products; and
- (D) the Tablet Sword Logos in embossed form on the relevant Licensed Products in tablet form such use of the Tablet Sword Logos to cease on the date falling four years after the date of Completion (such use and display of the Tablet Sword Logos to be in the same manner used and displayed by, or on behalf of, such Indivior Group Company during the six month period prior to Completion), PROVIDED THAT during this four year period, Indivior shall use reasonable endeavours to cease use of the Tablet Sword Logos as soon as reasonably practicable after the date of Completion.

12.7 In relation to each of the grants contained in Clause 12.6, on and from the date that an Indivior Group Company’s right to use the RB Trade Marks or Tablet Sword Logos (as appropriate) in respect of a Licensed Product in a territory has ceased (the “**Licence Expiry Date**”), it shall have the right to continue using the RB Trade Marks or Tablet Sword Logos (as appropriate) on:

- (A) the then existing stock of such Licensed Product (if any) manufactured prior to such Licence Expiry Date for the shelf life of such stock of the relevant Licensed Products (such use to be solely on the existing packaging and promotional material of such then existing stock and for no other purpose);
- (B) any promotional materials in relation to the Licensed Products, such continued use shall be in the same manner as the use immediately prior to the Licence Expiry Date and shall cease on the earlier of: (i) the date that all then existing stock of such Licensed Product has been sold; and (ii) the maximum sell-off period permitted by applicable law or any relevant regulatory authority in respect of such Licensed Product.

Additional use period

12.8 In relation to the rights to use described under each of Clauses 12.6 and 12.7 (and without prejudice to each RB Group Company’s and Indivior Group Company’s obligations in the Transitional Services Agreement in respect of the transfer and re-registration of Regulatory Approvals relating to Licensed Products or the

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change of the name of the holder of such Regulatory Approvals), if following Completion the relevant Indivior Group Company does not believe (acting reasonably and in good faith) the following will be achieved by the date falling three years after the date of Completion:

- (A) where Regulatory Approvals relating to the Licensed Products in the relevant territory are held by that Indivior Group Company at Completion, the relevant regulatory authority will approve the change of name of the Indivior Group Company;
- (B) where Regulatory Approvals relating to the Licensed Products in the relevant territory are not held by an Indivior Group Company at Completion, all Regulatory Approvals relating to Licensed Products in a territory will be transferred or re-registered (as applicable),

it shall provide RB with reasonable prior written notice of this fact and be entitled to request that RB extend the duration of the applicable rights and licence to use by a reasonable period (such use and display of the relevant trade marks to be in the same manner used and displayed by, or on behalf of, such Indivior Group Company in the exercise of its rights under Clauses 12.6 and 12.7). RB shall not unreasonably withhold its consent to such request and shall not charge any fee for such extension.

- 12.9 Notwithstanding the rights granted to Indivior and the Indivior Group Companies pursuant to Clauses 12.6 to 12.8 (inclusive), all proprietary rights in and to RB Trade Marks shall remain or become the property of RB or the relevant RB Group Company and Indivior acknowledges that all goodwill associated with the use of the RB Trade Marks pursuant to Clauses 12.6 to 12.8 (inclusive) shall vest in RB or the relevant RB Group Company and that Indivior and the Indivior Group Companies have no, and shall not by virtue of this Agreement obtain any, rights in any of the RB Trade Marks other than those expressly set out therein. In the event that any goodwill or proprietary right in relation to the RB Trade Marks vests in Indivior or an Indivior Group Company, Indivior shall immediately upon becoming aware of the vesting of such goodwill or right take all such steps as are necessary to assign or procure the assignment of such goodwill or right to RB or the relevant RB Group Company for nominal consideration.
- 12.10 Without prejudice to the foregoing or the trade mark rights of the RB Group, Indivior shall procure that:
- (A) for a minimum period of five years following Completion; and
 - (B) thereafter for so long as any member of the RB Group continues to retain an interest in the RB Trade Marks,

no member of the Indivior Group shall use, apply to register, register or cause or assist any other person to register or apply to register any such RB Trade Mark or any confusingly similar name or mark in respect of a business which competes

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with the business of the RB Group from time to time or in a way which, without due cause, takes or would take unfair advantage of or is or would be detrimental to the character of such RB Trade Mark.

- 12.11 Subject to the second sentence of this Clause, Indivior shall, and shall procure that each member of the Indivior Group shall, maintain, at all times, high quality standards for all goods and services in connection with which the RB Trade Marks are used as permitted by Clauses 12.6 to 12.8 (inclusive), which standards shall be no less than the standards of quality that are maintained by the Current RB Group over the 12 month period prior to and ending on the date of Completion. The parties acknowledge that the standards of quality in respect of Licensed Products manufactured under the Manufacturing Agreement or Supply Agreement shall be set out in those Agreements.
- 12.12 Without prejudice to the Indivior Group's right to challenge the validity of any registrations of the RB Trade Marks, while any consent to use pursuant to Clauses 12.6 to 12.8 (inclusive) remains in force, the Indivior Group undertakes not to commit or omit any act or pursue any course of conduct, or assist any third party to pursue any course of conduct, which would be likely to:
- (A) bring any of the licensed RB Trade Marks into disrepute;
 - (B) damage the goodwill or reputation attaching to any of the licensed RB Trade Marks;
 - (C) prejudice the validity or enforceability of any of the licensed RB Trade Marks (in respect of any goods or services); or
 - (D) dilute or reduce the value or strength of any of the licensed RB Trade Marks or any registrations thereof,

except by way of defence to a claim of infringement of any of the RB Trade Marks brought by RB or any member of the RB Group.

- 12.13 The Indivior Group shall indemnify and hold harmless, and keep indemnified, on an after Tax basis, RB and each member of the RB Group from and against all liabilities, Costs, claims, actions, charges and expenses ("**Losses**") incurred by the RB Group as a result of, or in connection with, the commercialisation of pharmaceutical products by the Indivior Group bearing any RB Trade Marks, except for Losses (1) for which RB has an obligation to indemnify Indivior and/or each member of the Indivior Group under Clause 12.14 of this Agreement; or (2) as a result of, or in connection with (i) any negligent act or omission of RB Healthcare (UK), any member of the RB Group, its contract manufacturers or Raw Material (as that term is defined in the Manufacturing Agreement) suppliers (other than RB Pharmaceuticals Limited), or any of their respective officers, directors, employees or agents in connection with the performance of the Manufacturing Agreement; or (ii) any breach by RB Healthcare (UK) or any

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member of the RB Group of any of its representations, warranties or obligations contained in the Manufacturing Agreement.

- 12.14 RB shall indemnify and hold harmless, and keep indemnified, on an after Tax basis, Indivior and each member of the Indivior Group from and against all Losses incurred by the Indivior Group as a result of, or in connection with, any claim that the Indivior Group's use of the RB Trade Marks in accordance with the provisions of Clauses 12.6 to 12.12 (inclusive) infringes the trade mark rights of any third party.

- 12.15 Except as otherwise provided for in the Transitional Services Agreement, the Ancillary Agreements and/or the Ongoing Agreements or Clause 12.17, RB shall, and shall procure that the RB Group Companies shall, as from the date of Completion, cease to use in any manner whatsoever the Indivior Trade Marks and any domain names which include any Indivior Trade Mark.
- 12.16 Indivior shall, and shall procure that each relevant member of the Indivior Group shall as soon as reasonably practicable following the date of Completion, transfer or assign any and all rights in, or to, the Transferring RB Domain Names to RB (or any member of the RB Group as nominated by RB in writing). RB shall maintain, at RB's cost, such Transferring RB Domain Names until such time as the assignment or transfer as provided for in this Clause 12.16 takes place. Indivior and each relevant member of the Indivior Group shall be entitled, while any relevant consent to use pursuant to Clauses 12.6 to 12.8 (inclusive) remains in force, to use the Transferring RB Domain Names.
- 12.17 RB shall, and shall procure that each relevant member of the RB Group shall, as soon as reasonably practicable following the date of Completion (or later, if and to the extent requested by Indivior in writing), transfer or assign any and all rights in, or to, the Transferring Indivior Domain Names to Indivior (or any member of the Indivior Group as nominated by Indivior in writing). RB, and shall procure that any relevant member of the RB Group, shall maintain, at Indivior's cost, such Transferring Indivior Domain Names until such time as the assignment or transfer as provided for in this Clause 12.17 takes place.
- 12.18 Except as otherwise provided for in the Transitional Services Agreement, the Ancillary Agreements and/or the Ongoing Agreements, without prejudice to the foregoing or the trade mark rights of the Indivior Group, RB shall procure that for a minimum period of five years following Completion and thereafter for so long as any member of the Indivior Group continues to retain an interest in the Indivior Trade Marks, no member of the RB Group shall use, apply to register, register or cause or assist any other person to register or apply to register any such Indivior Trade Mark or any confusingly similar name or mark in respect of a business which competes with the business of the Indivior Group from time to time or in a way which, without due cause, takes or would take unfair advantage of or is or would be detrimental to the character of such Indivior Trade Mark.

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- 12.19 Except as otherwise provided for in the Transitional Services Agreement, the Ancillary Agreements and/or the Ongoing Agreements, each of RB and Indivior shall procure that all licences of any Intellectual Property or rights in Business Information owned by any member of respectively (i) the RB Group (or to be owned by RB or its nominee pursuant to Clause 19.8), or (ii) the Indivior Group (or to be owned by Indivior or its nominee pursuant to Clause 19.7) granted to any member of the Indivior Group or any member of the RB Group (respectively) terminate at Completion.
- 12.20 Subject to Clause 12.21, the maximum liability of each of RB and Indivior and any RB Group Company and any Indivior Group Company whether in contract, tort (including without limitation negligence and breach of statutory duty) or under any indemnity, arising out of this Clause 12 shall be £[***] in aggregate (excepting any liability of Indivior under the indemnity provided for in Clause 12.13 and any liability of RB under the indemnity provided for in Clause 12.14 which shall be uncapped). No party shall be liable to any other whether in contract, tort (including without limitation negligence and breach of statutory duty) under any indemnity or otherwise for:
- (A) any indirect or consequential loss or damage;
 - (B) any loss of profits, loss of revenue, loss of use, loss of anticipated savings, loss of goodwill or loss of contracts (in each case whether direct or indirect or consequential); or
 - (C) any punitive or exemplary damages.
- 12.21 No party excludes or limits its liability for fraud or for death or personal injury caused by its negligence or that of its employees or agents or for breach of the obligations arising from section 12 of the Sale of Goods Act 1979 for wilful misconduct or intentional breach of Clause 12 or wilful abandonment of its obligations under this Clause 12 or intentional breach of Clause 21 or wilful abandonment of its obligations under Clause 21.
- 12.22 The provisions of Schedule 4 (Provisions on Claims under the RB Indemnities and the Mutual Indemnities) shall apply in relation to the making of any claim under the indemnities in Clause 12.13 and Clause 12.14.

13. EMPLOYEE SHARE SCHEMES AND PENSIONS

- 13.1 The provisions of Schedule 2 (Employee Share Schemes) set out the arrangements proposed in relation to the RB Share Schemes.
- 13.2 RB Pharmaceuticals and RB Healthcare (UK) shall, and RB shall use all reasonable endeavours to procure that the trustees of the Reckitt Benckiser Pension Fund shall, enter into a flexible apportionment arrangement in the Agreed Form no more than 27 days prior to Completion.

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14. INSURANCE

- 14.1 Without prejudice to any entitlement of an Indivior Group Company under existing insurance arrangements in place in respect of the Current RB Group, each of RB and Indivior confirms to the other that it shall put in place or maintain (as applicable) separate arrangements for the insurance that such Group deems appropriate with effect from Completion.
- 14.2 The terms on which the relevant policy excess or deductible in respect of pre-Completion insurance claims relating to the period prior to Completion is to be dealt with are as set out in Schedule 5.

- 14.3 Promptly upon Completion, RB will use all reasonable endeavours to obtain from its insurance carriers an amount equal to the proportion of the annual premium paid in advance by Indivior Group for the existing insurance arrangements. For the avoidance of doubt, the Parties anticipate that such reimbursement will amount to approximately \$[***]. By way of reimbursement, RB will pay such amounts to Indivior within 30 days of RB's receipt thereof.

15. PROPERTY INTERESTS, PLANT AND EQUIPMENT

- 15.1 On 1 December 2014, RB Pharmaceuticals shall transfer the Premium to RB Healthcare (UK) and, subject to receipt of the Premium, RB Healthcare (UK) shall grant the Leasehold Interest to RB Pharmaceuticals.
- 15.2 For the avoidance of doubt and notwithstanding the grant of the Leasehold Interest pursuant to the FCP Lease, RB Pharmaceuticals grants RB Healthcare (UK) and its employees, contractors and agents continued access to and have the right to occupy the Premises in order to comply with the obligations of RB Healthcare (UK) pursuant to the Supply Agreement from the date on which the Leasehold Interest is granted to RB Pharmaceuticals until Plant Day (or such other date as is agreed between RB and Indivior) (the **"Licence Termination Date"**) and RB Healthcare (UK) covenants with RB Pharmaceuticals in the terms of Schedule 8.
- 15.3 RB Healthcare (UK) will sell free from all liens, charges and encumbrances and from all other rights exercisable by or claims by third parties and RB Pharmaceuticals shall purchase full legal and beneficial title in relation to all equipment, plant, machinery and any other chattels (the **"Chattels"** and each item being a **"Chattel"**) which:
- (A) are situated within the Premises, including but not limited to such items situated inside the fine chemical plant; and
 - (B) are the Sampling Booth, the Storage Containers and the Nitrogen Tank (together, the **"Exterior Chattels"**),

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in consideration for the amount set out in Clause 15.5, with such sale and purchase to take effect on the date of the grant of the FCP Lease, as set out in Clause 15.1.

- 15.4 RB Healthcare (UK) confirms that it has the right to transfer legal and beneficial title to the Chattels free from all liens, charges and encumbrances and from all other rights exercisable by or claims by third parties.
- 15.5 The consideration for the sale of the Chattels shall be £[***] (exclusive of any amounts in respect of VAT), being the aggregate of the book values of the Chattels as shown in RB Healthcare (UK)'s accounts, as may be adjusted under Clause 16 (VAT).
- 15.6 With effect from the date of the FCP Lease, RB Healthcare (UK) grants RB Pharmaceuticals the right to use and occupy all those parts of the Estate that are occupied at the date of this Agreement by the Exterior Chattels (the **"Exterior Chattels Sites"**) for the purposes of the business of RB Pharmaceuticals on a non-exclusive basis, together with the right of access to and egress from the Exterior Chattels Sites across such routes on the Estate as RB Healthcare (UK) may reasonably designate from time to time, from the date of this Agreement to the earlier of (i) the date on which the Exterior Chattels have been relocated in accordance with Clause 15 and (ii) the Long-stop Date (the **"Exterior Chattels Licence"**).
- 15.7 RB Pharmaceuticals covenants with RB Healthcare (UK) in the terms of Schedule 6 in respect of the Exterior Chattels Sites.
- 15.8 For the avoidance of doubt, the Exterior Chattels Licence in Clauses 15.6 is personal to RB Pharmaceuticals and is not assignable and does not permit RB Pharmaceuticals to authorise anyone else to use the Exterior Chattels Sites, except in circumstances where any Exterior Chattel requires maintenance and repair work or to be relocated pursuant to Clause 15.9 which entails a third party contractor to carry out such work, in which case RB Pharmaceuticals may authorise such persons to use the relevant Exterior Chattels Sites, provided that RB Healthcare (UK) receives reasonable prior written notice of the third party contractor's visit.
- 15.9 From Completion, Indivior shall relocate the Exterior Chattels, or procure that the Exterior Chattels shall be relocated, to be within the Premises at its own cost by no later than the Long-stop Date and RB shall use its reasonable endeavours to co-operate with Indivior's reasonable requests for access to comply with the obligations in this Clause 15.
- 15.10 If Indivior fails to move, or has not procured the movement of, any or all of the Exterior Chattels onto the Premises by the Long-stop Date:
- (A) RB Healthcare (UK) or any RB Group Company shall be entitled to make any and all arrangements necessary to disconnect and remove the relevant

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Exterior Chattels from the relevant Exterior Chattels Sites and deposit them in any location on the Premises which it (acting reasonably) deems suitable;

- (B) Indivior procures that RB Pharmaceuticals shall permit RB Healthcare (UK) or any RB Group Company as appropriate to access the Premises solely for the purpose of moving any Exterior Chattels which have not been moved onto the Premises; and
- (C) such movement of any Exterior Chattels pursuant to this Clause 15.10 shall occur at Indivior's cost and Indivior shall indemnify RB and any RB Group Company on an after Tax basis against any cost or expense which is both reasonably incurred by RB or that RB Group Company (as relevant) and arises out of or is associated with the exercise by RB or that RB Group Company of its rights under this Clause 15.10.

- 15.11 The parties agree to co-operate in good faith for the purposes of determining whether any capital allowances can be claimed by RB Pharmaceuticals in respect of its acquisition of the Chattels, and the parties agree to co-operate in good faith in making any election required to give effect to the same as reasonably requested by RB Pharmaceuticals PROVIDED THAT RB and RB Healthcare (UK) shall not be required to enter into any such election if they consider the request or election to be unreasonable.

16. VAT

- 16.1 RB Healthcare (UK) and RB Pharmaceuticals shall use all reasonable endeavours to procure that the sale of the Chattels under this Agreement and the grant of the Leasehold Interest pursuant to the FCP Lease are treated by HMRC as a transfer of a business (or of part of a business) as a going concern for the purposes of both section 49(1) VATA 1994 and article 5 Value Added Tax (Special Provisions) Order 1995.
- 16.2 RB Pharmaceuticals represents and undertakes that it is duly registered for VAT purposes under registration number GB 189 5868 27 and that RB Pharmaceuticals shall after Completion use the Chattels and the Leasehold Interest to carry on the same kind of business (whether or not as part of any existing business of RB Pharmaceuticals) as that carried on by RB Healthcare (UK) in relation to the Chattels and the Freehold Interest before Completion.
- 16.3 RB Pharmaceuticals further represents and undertakes that:
- (A) it will, prior to the date of the FCP Lease, exercise the option to tax under Part I of Schedule 10 to the VATA 1994 in relation to the Leasehold Interest and give written notification of that option to HMRC in accordance with Part I of Schedule 10 to the VATA 1994;

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- (B) paragraph (2B) of article 5 Value Added Tax (Special Provisions) Order 1995 does not apply to RB Pharmaceuticals.; and
- (C) it is not acting as nominee of any other person.
- 16.4 RB Healthcare (UK) and RB Pharmaceuticals do not intend to make a joint application to HMRC for RB Pharmaceuticals to be registered for VAT under the VAT registration number of RB Healthcare (UK) pursuant to regulation 6(1)(d) of the VAT Regulations 1995. Accordingly, RB Healthcare (UK) shall retain the VAT Records.
- 16.5 RB Healthcare (UK) shall, for a period of not less than six years from the date of the FCP Lease (or for such longer period as may be required by law), preserve the VAT Records and, so far as is necessary to enable RB Pharmaceuticals to comply with its duties under the VATA 1994 and upon being given reasonable notice by RB Pharmaceuticals or its agents, RB Healthcare (UK) shall make those records available to RB Pharmaceuticals or its agents for inspection (during Working Hours) or copying (at RB Pharmaceuticals' expense) and shall give to RB Pharmaceuticals, in such form as RB Pharmaceuticals may reasonably require, such information contained in the VAT Records as RB Pharmaceuticals may reasonably specify.
- 16.6 If, notwithstanding the provisions of Clause 16.1, HMRC shall determine that VAT is chargeable in respect of the supply of all or any part of the Chattels under this Agreement or the grant of the Leasehold Interest pursuant to the FCP Lease then RB Healthcare (UK) shall notify RB Pharmaceuticals of that determination within seven days of its being so advised by HMRC and RB Pharmaceuticals shall pay to RB Healthcare (UK) by way of additional consideration in accordance with Clause 15.5 (in relation to the Chattels) and Clause 15.1 (in relation to the Leasehold Interest) a sum equal to the amount of VAT determined by HMRC to be so chargeable within 14 days of RB Healthcare (UK)'s notifying RB Pharmaceuticals of that determination (against delivery by RB Healthcare (UK) of an appropriate VAT invoice).
- 16.7 RB Pharmaceuticals agrees that the confirmations given in this Clause 16 may be disclosed by RB Healthcare (UK) to HMRC and that, at the request of RB Healthcare (UK), RB Pharmaceuticals will produce to RB Healthcare (UK) such evidence as RB Healthcare (UK) may reasonably require in respect of the matters to which the confirmations relate.

17. NON SOLICITATION

Each party undertakes to the other party that it will not, and it will use all reasonable endeavours to procure that any member of that party's Group will not (either alone or in conjunction with or on behalf of any other person and in whatever capacity), at any time before Completion or in the 12 months following Completion directly or indirectly solicit or entice away from the employment of

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that other party or any member of that other party's Group or any of their respective employees engaged in the provision of services to that other party or any member of that other party's Group pursuant to the Transitional Services Agreement, other than any such employees who respond to a good faith general recruitment campaign not specifically directed at such person.

18. THIRD PARTY CONSENTS

- 18.1 RB shall, and shall procure that each relevant RB Group Company shall, use all reasonable endeavours promptly to obtain and maintain, either on behalf of itself or any RB Group Company, (in each case, to the extent not already obtained) such consents, licences, permits, approvals or any agreements of third party providers as are required for the performance of its obligations under this Agreement, the Transitional Services Agreement, the R&D Services Agreement and the Ancillary Facilities Agreement and for the members of the Indivior Group and/or the RB Group (as appropriate) to receive the full benefit of any services provided under this Agreement, the Transitional Services Agreement, the R&D Services Agreement or the Ancillary Facilities Agreement under (each a "Third Party Consent") on or prior to Completion and to ensure that the Costs associated with the acquisition of any such Third Party Consents (including, without

limitation, any sums paid or payable to third parties in connection therewith) are minimised to the fullest extent practicable and the Indivior Group will provide reasonable assistance in connection therewith.

- 18.2 The Costs of obtaining and maintaining any such Third Party Consents shall be borne as set out in Schedule 1.

19. FURTHER ASSURANCE General

- 19.1 During the period prior to Completion, RB shall use all reasonable endeavours to procure the entering into by the respective parties thereto of such further agreements or documents as shall be necessary to give effect to the transactions as set out in the Step Plan, if and to the extent that such agreements or documents have not have been entered into prior to the date of this Agreement and are envisaged by the Step Plan as occurring prior to Completion.
- 19.2 RB and Indivior shall each procure the due performance of the obligations of the members of their respective Groups under any agreements entered into or to be entered into by them in connection with the Demerger.
- 19.3 The parties undertake to co-operate in good faith following Completion to ensure that they and their respective Groups do such acts and things as may reasonably be necessary for the purpose of giving to RB, Indivior and their respective Groups the full benefit of all relevant provisions of this Agreement, the Ancillary Agreements, the Ongoing Agreements and all other agreements entered into in connection with the Demerger.

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- 19.4 The parties shall use all reasonable endeavours following Completion to procure that (and to procure that the members of their respective Groups use all reasonable endeavours to procure that) any necessary third party shall execute such documents and do such acts and things as may reasonably be required for the purpose of giving to Indivior and RB the full benefit of all relevant provisions of this Agreement.
- 19.5 Without prejudice to any other provision of this Agreement, RB and Indivior undertake to use all reasonable endeavours following Completion to co-operate, and ensure that their respective Groups co-operate, with each other in relation to the conduct of litigation, inquiries from Government or regulatory bodies (including any Tax Authority), investigations or other proceedings of a like nature (an “Investigation”) where:
- (A) they have a mutual interest in the Investigation; and
- (B) co-operating in such manner would not materially adversely affect any material interest of either of them.
- 19.6 Nothing in this Agreement shall require any party to act in breach of any provision of the Data Protection Act 1998 (the “DPA”) and any equivalent legislation in any other relevant jurisdiction and each party shall only be required to fulfil its obligations under this Agreement to the extent permissible under the DPA. Without prejudice to the foregoing, neither party shall be required to disclose or make available to the other any information the disclosure or making available of which would or might, in the reasonable opinion of the disclosing party, cause the disclosing party to be in breach of any duty of confidentiality (whether arising at common law or by statute) owed to any person other than the party requesting disclosure or any of its subsidiaries.

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- 19.7 If within four years after Completion, it is found that any property, business or other asset (tangible or intangible and including rights pursuant to any contracts, arrangements and undertakings including, without limitation, any domain names and any Intellectual Property Rights but excluding, for the avoidance of doubt, any RB Domain Names, Transferring RB Domain Names, or RB Trade Marks) or right in Business Information, which were either used prior to Completion exclusively by any Indivior Group Company in the Indivior Business or properly should be regarded as part of the Indivior Business or any of the interests in the Indivior Group Companies, are in the ownership (or, in the case of or rights in Business Information, possession) of any RB Group Company, and provided that such finding is notified to the other party by the discovering party within four years after Completion which it shall be obliged to do, RB shall transfer or assign or procure that any other RB Group Company shall transfer or assign its interest in such property, business, asset or right in Business Information to Indivior or such other Indivior Group Company as Indivior shall nominate, for no

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consideration and, on such issue of ownership coming or being brought to the attention of RB or the relevant RB Group Company, then RB or such RB Group Company shall immediately procure that the relevant interest in such property, business, asset or right in Business Information is preserved and not exploited pending its transfer or assignment to Indivior or another Indivior Group Company PROVIDED THAT if the relevant property, business, asset or right in Business Information was not used prior to Completion exclusively by an Indivior Group Company in the Indivior Business but was also used in part in the RB Business by a RB Group Company, then the foregoing provisions shall be modified as appropriate so as to transfer and assign only the relevant part of the property, business, asset or right in Business Information to the relevant Indivior Group Company by severance or some other appropriate means (including, without limitation, by way of licence).

- 19.8 If within four years after Completion, it is found that any property, business or other asset (tangible or intangible and including rights pursuant to any contracts, arrangements and undertakings including, without limitation, any domain names (including any RB Domain Names) and any Intellectual Property Rights but excluding, for the avoidance of doubt, any Indivior Trade Marks or Transferring Indivior Domain Names)) or right in Business Information, which were either used prior to Completion exclusively by any RB Group Company in the RB Business or properly should be regarded as part of the RB Business or any of the interests in the RB Group Companies, are in the ownership of any Indivior Group Company, and provided that such finding is notified to the other party by the discovering party within four years after Completion which it shall be obliged to do, Indivior shall transfer or assign or procure that any other Indivior Group Company

shall transfer or assign its interest in such property, business, asset or right in Business Information to RB or such other RB Group Company as RB shall nominate, for no consideration and, on such issue of ownership coming or being brought to the attention of Indivior or the relevant Indivior Group Company, then Indivior or such Indivior Group Company shall immediately procure that the relevant interest in such property, business, asset or right in Business Information is preserved and not exploited pending its transfer or assignment to RB or another RB Group Company, PROVIDED THAT if the relevant property, business, asset or right in Business Information was not used prior to Completion exclusively by a RB Group Company in the RB Business but was also used in part in the Indivior Business by an Indivior Group Company, then the foregoing provisions shall be modified as appropriate so as to transfer only the relevant part of the property, business, asset or right in Business Information to the relevant RB Group Company by severance or some other appropriate means (including, without limitation, by way of licence).

- 19.9 If any RB Domain Names are transferred to RB (or such other RB Group Company as RB shall nominate) pursuant to Clause 19.8, and those transferred domain names are being actively used in the Indivior Business, RB shall, at Indivior's request and cost, put in place a redirect service in respect of those domain names for a reasonable run-off period (such period not to exceed the

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duration of the consents to use under Clauses 12.6 to 12.8), which redirection shall be to such domain names as notified by Indivior to RB from time to time.

- 19.10 Without prejudice to Clause 19.9, RB shall, at Indivior's cost, put in place a redirect service in respect of the domain names set out in Schedule 9 for the run-off periods for each domain name as set out therein, which redirection shall be to such domain names as notified by Indivior to RB from time to time.

20. PAYMENTS

- 20.1 Payments due to be made under this Agreement shall, if not paid within 30 days of the due date and except to the extent that the liability giving rise to the payment compensates the recipient for the late payment by virtue of its extending to interest and penalties, carry interest at a rate of [***]% above the base lending rate from time to time of the Bank of England for the period from the date falling 30 days after the due date to the date of actual payment.
- 20.2 Payments due to be made under this Agreement shall be free and clear of all deductions, withholdings, set-offs, or counterclaims whatsoever, except as may be required by law.

21. CONFIDENTIALITY

- 21.1 Each party shall treat as confidential all information obtained as a result of entering into or performing this Agreement which relates to:
- (A) the provisions of this Agreement, any of the Ancillary Agreements or the Ongoing Agreements;
 - (B) the negotiations relating to this Agreement, any of the Ancillary Agreements or the Ongoing Agreements; or
 - (C) the other parties or members of their respective Groups and the business carried on by such parties and other members of their Groups,

and Indivior and RB Pharmaceuticals shall, from Completion, also treat as confidential all information relating to the RB Group and RB and RB Healthcare (UK) shall, from Completion, also treat as confidential all information relating to the Indivior Group.

- 21.2 Notwithstanding the other provisions of this Clause 21, a party may disclose any such confidential information:
- (A) to the extent required by law or for the purpose of any Proceedings;
 - (B) to the extent required by existing contractual obligations;

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- (C) to the extent required by any securities exchange or regulatory or governmental body or any Tax Authority to which that party or a member of its Group is subject or submits, wherever situated, whether or not the requirement for information has the force of law;
- (D) to the extent required to vest the full benefit of this Agreement in that party;
- (E) to its professional advisers, auditors and bankers provided they have a duty to keep such information confidential;
- (F) to the extent the information has come into the public domain through no fault of that party; or
- (G) to the extent the other party has given prior written consent to the disclosure, such consent not to be unreasonably withheld or delayed.

Any information to be disclosed pursuant to Clauses 21.2(A), 21.2(B) or 21.2(C) shall be disclosed only after consultation with RB, in the case of Indivior or RB Pharmaceuticals, or Indivior, in the case of RB or RB Healthcare (UK).

- 21.3 The restrictions contained in this Clause 21 shall continue to apply after Completion or the termination of this Agreement without limit in time.

22. DISPUTE RESOLUTION

The resolution of any disputes arising in relation to this Agreement shall be as follows:

- (A) by referring the matter in dispute to the Separation Committee in the first instance;
- (B) if after the expiry of 30 days from the time such matter in dispute was referred to the Separation Committee the matter remains unresolved, then the matter shall be referred to the CEO of each of RB and Indivior who shall use their respective best endeavours to resolve the dispute in accordance with the intentions behind this Agreement; and
- (C) if after the expiry of 30 days from time to time the matter in dispute was referred to the CEO of each of RB and Indivior the matter remains unresolved, the relevant party shall then be entitled to bring legal proceedings.

23. ENTIRE AGREEMENT

- 23.1 This Agreement, the Ancillary Agreements, the Ongoing Agreements and the other documents referred to herein as being entered into pursuant to this Agreement constitute the entire agreement and understanding between the parties in respect of the subject matter of this Agreement (the “**Entire Agreement**”)

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Documents”) and supersede any prior drafts, agreements, undertakings, representations, warranties and arrangements of any kind, whether or not in writing, regarding the same.

- 23.2 Each party to this Agreement acknowledges that it does not rely on, and it has not been induced to enter into this Agreement or any other document referred to in Clause 23.1 to which it is a party by, any warranty, representation, covenant, agreement, undertaking, indemnity or other statement whatsoever other than as are expressly set out in the Entire Agreement Documents to which it is a party. Each party irrevocably and unconditionally waives any right it may have to damages or rescission or any other remedy in respect of any misrepresentation, warranty or undertaking not contained in the Entire Agreement Documents to which it is a party except to the extent such misrepresentation, warranty or undertaking is proven to have resulted from any fraud by or on behalf of the other party or any of its directors, officers or employees.

24. NOTICES

- 24.1 Any notice or other communication given or made in respect of this Agreement by one party to another shall be given or made in writing in the English language to that other party at the address (or addresses) that such other party shall notify to the notifying party from time to time or, if no address has been so notified, at such other party’s registered office.
- 24.2 Until otherwise notified to another party in accordance with Clause 24.1, all notices or other written communications to be given or made in respect of this Agreement shall be given or made in accordance with Clause 24.3.
- 24.3 Unless delivered personally, the notice shall be sent to the address of the relevant party which is set out below or to such other address in the United Kingdom as that party may have notified to the party serving the notice for the purposes of notices under this Agreement:
- (A) RB or RB Healthcare (UK)
Address: 103-105 Bath Road, Slough, Berkshire SI1 3UH
For the attention of: [***]
 - (B) Indivior, RBP Global or RB Pharmaceuticals
Address: 10710 Midlothian Parkway, Suite 430,
Richmond, VA, 23235
For the attention of: [***]
- 24.4 Subject to Clauses 24.6 and 24.7, a written notice or other written communication made or delivered by one party to another under or in connection with this Clause

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- 24.5 The provisions of this Clause 23 shall not apply in relation to the service of any proceedings or other documents in any legal action.
- 24.6 A notice shall be deemed not to have been sent in accordance with Clause 24.4, and shall not take effect, if the notice has been received in a form which is illegible in a material respect.

- 24.7 A notice under or in connection with this Agreement shall not be invalid by reason of any mistake or typographical error if the contents are incomplete if it should have been reasonably clear to the party on which the notice was served what the correct or missing particulars should have been. In circumstances where a notice is or appears to be incorrect or unclear, the recipient of the notice shall take reasonable steps to ascertain as soon as possible from the sender of the notice the incorrect or unclear information.
- 24.8 No party shall prevent or delay service or deemed service on it of a notice connected with this Agreement or attempt to do so.
- 24.9 For the avoidance of doubt, this section is not intended to govern the day-to-day business communication necessary between the parties in performance of their obligations under this Agreement.

25. ANNOUNCEMENTS

- 25.1 With the exception of the content of any press releases agreed by RB and Indivior or unless otherwise agreed by RB and Indivior, no party shall make any formal press release or other public announcement in connection with the Demerger.
- 25.2 Notwithstanding the provisions of Clause 25.1, any announcement required by any applicable law and regulation or by any securities exchange or regulatory or governmental body or any Taxation Authority to which any party is subject or submits, wherever situated, whether or not the requirement has the force of law, may be made without such agreement of the other party (provided that, unless such consultation is prohibited by applicable law and regulation, or is not reasonably practicable, it is made by a party only after consultation with in the case of RB and RB Healthcare (UK), Indivior, or, in the case of Indivior or RB Pharmaceuticals, RB).
- 25.3 The restrictions contained in this Clause 25 shall continue to apply after Completion or the termination of this Agreement without limit in time.

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26. CONTRACTS (RIGHTS OF THIRD PARTIES)

- 26.1 This Agreement confers benefits on members of the Indivior Group and members of the RB Group and these are intended to be enforceable by each such member (a **“Third Party Group Member”**) by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 26.2 Save as provided in Clause 26.1, the parties to this Agreement do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.
- 26.3 Notwithstanding Clause 26.1, this Agreement may be varied in any way and at any time by RB and Indivior without the consent of RB, in the case of Indivior or RB Pharmaceuticals, or Indivior, in the case of RB or RB Healthcare (UK).

27. MISCELLANEOUS

Assignment

- 27.1 No party shall assign, or purport to assign, all or any part of the benefit of, or its rights or benefits under, this Agreement without the prior written consent of the other parties.

No waiver

- 27.2 No failure or delay on the part of any person in exercising any right or remedy provided by law or under this Agreement (and any other agreement referred to herein) shall operate as a waiver or variation of it or preclude its exercise at any subsequent time.
- 27.3 A waiver by any person of a breach of or default under this Agreement (and any other agreement referred to herein) shall not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement (and any other agreement referred to herein) or the rights of any other person thereto.

Variation

- 27.4 No variation of this Agreement shall be valid unless it is agreed in writing and signed by or on behalf of each of the parties.

No partnership or agency

- 27.5 Nothing in this Agreement (or in any of the Ancillary Agreements, the Ongoing Agreements or any other arrangements contemplated hereby) shall constitute a partnership between the parties or any of them, nor constitute any party the agent of any other party for any purpose.

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Severance

- 27.6 If any term or provision of this Agreement is, or becomes, invalid, unenforceable or illegal, in whole or in part, under the laws of any jurisdiction, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the validity, enforceability or legality of the remaining provisions of this Agreement shall not be impaired.

Continuing effect

- 27.7 Each provision of this Agreement shall continue in full force and effect after Completion, unless such provision has been fully performed on or before Completion.

Time of the essence

- 27.8 Time shall be of the essence in relation to Clause 3 (Circular And Prospectus And Pre-Completion Obligations), Clause 4 (Transfer and Issue of Shares), Clause 5 (Completion Obligations), Clause 12.3 (Dealings Between Groups) and Clause 15 (Property Interests, Plant and Equipment), both as regards the dates and periods mentioned and as regards any dates and periods which may be substituted for them in accordance with this Agreement or by agreement in writing between RB and Indivior.

Rights not exclusive

- 27.9 The rights and remedies of each party under this Agreement are cumulative and not exclusive of any rights or remedies of that party under the general law. Each party may exercise each of its rights as often as it thinks necessary.

Costs

- 27.10 Save where the Costs in connection with the Demerger are apportioned as set out in Schedule 1, the Costs incurred in connection with the Demerger shall all be borne by RB and have been taken into account in the calculation of the cash allocation between the RB Business and the Indivior Business. Accordingly, neither RB nor Indivior shall seek to re-open the question of allocation of such Costs in the event that following Completion any such Costs come to light which were not so taken into account, which Costs shall also be borne by RB.

Termination

- 27.11 Notwithstanding any other provision of this Agreement, RB may in its absolute discretion by notice in writing to Indivior at any time prior to Completion terminate this Agreement whereupon no party shall have any claim against any other party hereto for compensation, costs, damages or otherwise and this Agreement shall be of no further force or effect.
- 27.12 Subject to paragraph 27.11 above, no party to this Agreement shall be entitled to rescind or terminate any part of the Agreement after Completion for any reason

whatsoever and the rights and obligations of the parties hereunder shall continue notwithstanding Completion.

Counterparts

- 27.13 This Agreement may be executed in any number of counterparts, and by the parties to it on separate counterparts, but shall not be effective until each party has executed at least one counterpart.
- 27.14 Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

28. GOVERNING LAW AND JURISDICTION

- 28.1 This Agreement is to be governed by and construed in accordance with English law. Any matter, claim or dispute arising out of or in connection with this Agreement, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.
- 28.2 The courts of England are to have exclusive jurisdiction to settle any dispute, whether contractual or non-contractual, arising out of or in connection with this Agreement. Any Proceedings may be brought in the English courts.

Schedule 1 — Costs

RB and Indivior agree that the following principles shall be adhered to in respect of payment of certain Costs.

1. No member of the Indivior Group may seek reimbursement from RB (or any member of the RB Group) in respect of any Costs attributable to work commissioned by any Indivior Group company (or director or officer thereof) in connection with the Demerger except as provided in this Agreement. Any such costs will remain the responsibility of the relevant Indivior Group Company (even if the relevant invoice is addressed to a RB Group Company) unless agreed in writing with RB prior to the date of this Agreement.
2. RB acknowledges that it shall be responsible for the following Costs to the extent that they relate to the period up to the Demerger:
 - 2.1 the fees of DB and Morgan Stanley for financial advice and acting as broker and sponsor;
 - 2.2 the fees of Jefferies International Limited for financial advice;
 - 2.3 the fees of Slaughter and May and Paul, Weiss, Rifkind, Wharton & Garrison LLP and any overseas legal counsel instructed on behalf of RB by Slaughter and May for legal work in connection with the Demerger;

- 2.4 the fees of PricewaterhouseCoopers LLP pursuant to the engagement letter in respect of the Prospectus dated 31 July 2014 and the engagement letter in respect of the Circular dated 9 October 2014;
- 2.5 the fees of Ernst and Young LLP for work in relation to the Step Plan;
- 2.6 the fees of Deloitte LLP for work in relation to RB's share schemes;
- 2.7 the fees of Computershare Investor Services plc for receiving agents' services to RB;
- 2.8 printers' Costs in connection with the Demerger; and
- 2.9 UKLA and London Stock Exchange fees in connection with Admission.
- 3. Indivior acknowledges that it shall be responsible for (and shall pay or reimburse RB for):
- 3.1 the fees of Covington and Burling LLP for legal work in connection with the Demerger;
- 3.2 the fees of Ernst and Young LLP for work in relation to the Transitional Services Agreement;
- 3.3 the fees of Towers Watson & Co. for consultation work in relation to the remuneration policy of Indivior;

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- 3.4 the fees of JPMorgan Chase Bank, N.A. in relation to its work as the depositary in relation to the ADR facility;
- 3.5 any fees in relation to any relevant Third Party Consents;
- 3.6 the fees of Computershare Investor Services plc for registrars' services to Indivior; and
- 3.7 any arrangement, commitment, syndication, agency or other fee payable (including any legal fees and expenses) in relation to any debt facilities entered into by RBP Global and certain of its subsidiaries in connection with the Demerger.

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Schedule 2 — Employee Share Schemes

RB and Indivior agree that, as a consequence of the Demerger, participants in the RB Share Schemes who are employed by the Indivior Group as at the date of the Demerger shall with effect from and conditional upon the Demerger taking place, be entitled to receive the rights granted under the RB Share Schemes in accordance with the rules of each relevant RB Share Scheme. These rights under the RB Share Schemes can be summarised as follows:

1. RB SHARE SCHEMES

1.1 1999 Share Option Plan

The participant may exercise vested options in the 12 months after the date of Completion of the Demerger, but no later than the original final date of expiration of the option.

1.2 Long Term Incentive Plan 2006 and 2007 Long Term Incentive Plan

Indivior will offer each of the participants in the 2007 Long Term Incentive Plan the opportunity to cancel their existing award granted in December 2012 under that plan in return for the grant of a new equivalent award under a new Indivior share scheme over Indivior Shares. For participants who are US taxpayers, any such new award will be exchanged for an existing award in accordance with Section 424 of the US Internal Revenue Code of 1986.

If any participant does not exchange his 2012 award for a new award over Indivior Shares and for participants with other awards granted under these RB Share Schemes then:

- (A) the participant may exercise vested awards in the 12 months after the date of Completion but vested awards may be exercised no later than the original final date of expiration; and
- (B) unvested awards will vest to the extent determined by applying the performance conditions at the end of the performance period. The award will also then be reduced on a time pro rated basis to reflect the period from the date of cessation of employment until the end of the performance period as a proportion of the performance period.

1.3 2007 Senior Executive Share Ownership Policy Plan

All outstanding awards for participants will vest with effect from Completion.

1.4 Savings Related Share Option Plan and 2007 Global Stock Profit Plan

In both schemes, participants will have the opportunity to exercise their options and to contribute to their related savings contract in the six months after the date of Completion (to the extent of the savings in their related savings contract).

However, participants may exercise their options no later than the original final date of expiration of the option.

1.5 2007 US Savings Related Share Option Plan

Options will be exercisable for a period of six months following the date of Completion but only a proportion of the option will be exercised to reflect the extent of the savings at the relevant time.

However, options must be exercisable no later than the original final date of expiration of the option.

1.6 Adjustments and Compensation

RB agrees that, where participants in the RB Share Schemes remaining with the RB Group have their options adjusted or receive a cash payment to compensate them for any lack of adjustment as a result of the Demerger, then the same principles which are used to make adjustments or pay cash compensation to participants in the RB Share Schemes who remain with the RB Group will also be applied to participants in the RB Share Schemes who become employed by the Indivior Group and have outstanding options and/or awards under the RB Share Schemes.

2. TAX

In the event that an Indivior Group employee exercises a share option or award in the circumstances described in paragraph 1.2(A) above or any other event occurs which gives rise to a reportable event under section 421K of the Income Tax (Earnings and Pensions) Act 2003 (“**ITEPA**”) in relation to any employment related securities owned by an Indivior Group employee under the RB shares schemes after the date of Completion of the Demerger (each a “**Notifiable Event**”) then:

- (A) RB shall within the seven days of receipt of the relevant exercise notice or of becoming aware of such Notifiable Event notify Indivior of:
 - (i) the nature of the Notifiable Event;
 - (ii) the identity of the Indivior Group employee;
 - (iii) the amount which counts as employment income for the purposes of ITEPA; and
 - (iv) where applicable the date of grant of the relevant option or award.
- (B) Indivior shall within seven days of such notification notify RB of the rate at which it is required to withhold income tax and employee national insurance contributions.
- (C) Subject to receiving the notification at paragraph (B) above, RB shall withhold the amount necessary, to the extent permissible in accordance with the rules of the relevant RB Share Scheme by way of a sale of shares received on exercise of the option or vesting of the award to meet the income tax and employee national insurance contributions in order that Indivior can account for income tax and employee national insurance contributions payable under the PAYE system.
- (D) RB shall provide Indivior or the employing company of the relevant Indivior Group (employee where different) with all information that the Company is required to notify to

HM Revenue and Customs in respect of the Notifiable Event. Such information to be provided by the earlier of:

- (i) 120 business days after the request for such information from Indivior or the relevant employing company; or
- (ii) 6 May immediately following the end of the tax year in which the Notifiable Event occurs.

(E) To the extent any member of the Indivior Group accounts for secondary class 1 national insurance contributions in the circumstances described in paragraph 3(A) (the “**Employer’s NICs**”) the relevant member of the Indivior Group shall notify RB in writing of this fact and the amount of the Employer’s NICs paid and RB shall within 60 days of receiving such written notification pay to the relevant member of the Indivior Group an amount equal to the Employer’s NICs.

Schedule 3 — Mutual Indemnities

1. RB Business Liabilities

For the purposes of this Schedule 3 (Mutual Indemnities) the following are “**RB Business Liabilities**”:

- 1.1 Liabilities relating to the RB Business

Any and all of the obligations, claims, liabilities and expenses of or incurred by RB or any RB Group Company, Indivior or any Indivior Group Company arising out of or associated with the RB Business which are not Indivior Business Liabilities (but including any employers' liability claims relating to diseases caused by work by employees within the fine chemical plant or associated laboratories on the Estate prior to 23 March 1963, responsibility for which shall be borne by RB), whether or not in the ordinary course of business, in each case whether matured or unmatured, liquidated or unliquidated, fixed, known or unknown, and whether arising out of circumstances existing prior to, on or subsequent to Completion and regardless of where or against whom such obligations, liabilities and expenses are asserted or determined or whether asserted or determined prior to, on or subsequent to Completion but excluding any obligation, claim, liability or expense which has been met, settled or paid on or before Completion; and

1.2 Liabilities under previous agreements

Without prejudice to paragraph 1.1 above, any obligation, claim, liability or expense arising under (a) any agreement for the acquisition, sale or other disposal of any company, business or asset where such agreement was entered into prior to Completion and such company, business or asset related to or formed part of the RB Business and/or such obligation, claim, liability or expense has been assumed prior to the date hereof by a RB Group Company and (b) any deed of Tax covenant required to be entered into pursuant to any agreement within (a) and for the avoidance of doubt, where any such agreement or deed relates to a number of companies, businesses and/or assets some of which related to the RB Business and others of which related to the Indivior Business, includes only those obligations, claims, liabilities or expenses so arising which related to the RB Business.

2. Indivior Business Liabilities

For the purposes of this Schedule 3 (Mutual Indemnities), the following are **"Indivior Business Liabilities"**:

2.1 Liabilities relating to the Indivior Business

Any and all of the obligations, claims, liabilities and expenses of or incurred by Indivior or any Indivior Group Company, RB or any RB Group Company arising out of or associated with the Indivior Business, whether or not in the ordinary course of business, in each case whether matured or unmatured, liquidated or unliquidated, fixed, known or

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unknown, and whether arising out of circumstances existing prior to, on or subject to Completion and regardless of where or against whom such obligations, liabilities and expenses are asserted or determined or whether asserted or determined prior to, on or subsequent to Completion including, for the avoidance of doubt, any contamination or pollution at, on, under or from the fine chemical plant on the Estate and/or the Exterior Chattels prior to, on or subsequent to Completion (regardless of the ownership or the operatorship of such fine chemical plant and/or the Exterior Chattels at the time when the contamination or pollution arose or was caused), but excluding any obligation, claim, liability or expense which has been met, settled or paid on or before Completion [***]; and

2.2 Liabilities under previous agreements

Without prejudice to paragraph 2.1 above, any obligation, claim, liability or expense arising under (a) any agreement for the acquisition, sale or other disposal of any company, business or asset where such agreement was entered into prior to Completion and such business or asset related to or formed part of the Indivior Business and/or such obligation, claim, liability or expense has been assumed prior to the date hereof by an Indivior Group Company and (b) any deed of Tax covenant required to be entered into pursuant to any agreement within (a) and, for the avoidance of doubt, where any such agreement or deed relates to a number of companies, businesses and/or assets some of which related to the Indivior Business and others of which related to the RB Business, includes only those obligations, claims, liabilities or expenses so arising which related to the Indivior Business.

3. RB hereby covenants to pay Indivior and any other Indivior Group Company on an after Tax basis an amount equal to any losses, Costs, damages and expenses whatsoever, suffered or arising, directly or indirectly, from or in consequence of any of the RB Business Liabilities.
 4. Indivior hereby covenants to pay RB and any other RB Group Company on an after Tax basis an amount equal to any losses, Costs, damages and expenses whatsoever, suffered or arising, directly or indirectly, from or in consequence of any of the Indivior Business Liabilities.
 5. For the avoidance of doubt, the RB Business Liabilities shall not include any claim, liability or expense incurred by an Indivior Group Company which arises after Completion out of any breach or alleged breach of any obligation owed by an RB Group Company to that Indivior Group Company pursuant to any of the Ancillary Agreements.
 6. For the avoidance of doubt, the Indivior Business Liabilities shall not include any claim, liability or expense incurred by an RB Group Company which arises after Completion out of any breach or alleged breach of any obligation owed by an Indivior Group Company to that RB Group Company pursuant to any of the Ancillary Agreements.
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Schedule 4 — Provisions on Claims under the RB Indemnities and the Mutual Indemnities

It is agreed between RB and Indivior that if either RB or Indivior (or any member of their respective Groups) to this Agreement (an **"Indemnified Party"**) shall give notice to a member of the Other Group (the **"Indemnifying Party"**) of any claim against the Indemnifying Party under the RB Indemnities or the Mutual Indemnities or any Indemnified Party becomes aware of any claim against it or any other fact, matter or circumstance which, if substantiated, will or might give rise to a claim against the Indemnifying Party under the RB Indemnities or the Mutual Indemnities then the following provisions of this Schedule 4 (Provisions on Claims under the RB Indemnities and the Mutual Indemnities) shall apply:

1. The Indemnified Party shall as soon as reasonably practicable give notice and available details thereof to the Indemnifying Party and shall consult with the Indemnifying Party with respect thereto. If any Indemnified Party fails to give notice promptly as required, any claim by the Indemnified Party hereunder shall be reduced to the extent that such failure can be shown to have increased the liability of the Indemnifying Party to the Indemnified Party or to any other person.
2. Any notice given by an Indemnified Party pursuant to paragraph 1 shall be in writing and shall specify in reasonable detail:
 - (A) the basis upon which it is considered there is an entitlement to indemnification;
 - (B) the members of the Indemnified Party's Group considered to have suffered or incurred losses;
 - (C) the identity of any third parties involved; and
 - (D) insofar as it is reasonably practicable to determine the same (but without prejudice to the final determination of the amount to be indemnified in respect thereof), an estimate of the monetary amount of the losses which the Indemnified Party reasonably expects to be suffered or incurred by such Indemnified Party or any member of its Group and in respect of which it is considered such Indemnified Party is or will be entitled to indemnification.
3. RB and Indivior shall endeavour to agree within 60 days of receipt of a notice pursuant to paragraph 1:
 - (A) the basis upon which there is or may be an entitlement to indemnification; and
 - (B) to the extent practicable the quantification or the basis of quantification of the indemnification in respect of losses identified in the notice referred to in paragraphs 1 and 2;

and if they cannot so agree any entitlement to indemnification shall be determined pursuant to Clause 22.

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4. Notwithstanding the provisions of this Schedule 4 (Provisions on Claims under the RB Indemnities and the Mutual Indemnities), the Indemnified Party shall provide and shall procure that each of its subsidiary undertakings shall provide to the Indemnifying Party and its professional advisers and agents reasonable access to premises and personnel and to any relevant documents and records within its possession or control (with the right to copy the same at the Indemnifying Party's own expense) save for any documents or records which are the subject of legal or professional privilege for the purpose of investigating such claim or potential claim or enabling the Indemnifying Party to remedy or avert such breach or matter or to avoid, dispute, resist, appeal, compromise, defend, mitigate or determine the amount of any such claim subject to the Indemnifying Party procuring that it and its professional advisers and agents keep such information confidential (save for the purposes of, and to the extent necessary for, defending or contesting the matter which is the subject of the relevant indemnity claim).
5. The Indemnified Party shall and shall procure that each of its subsidiary undertakings shall take such action as the Indemnifying Party may reasonably request to allow the Indemnifying Party the opportunity to remedy or avert such breach or matter or to avoid, dispute, resist, appeal, compromise, defend or mitigate any claim which would or might give rise to a claim against the Indemnifying Party under the relevant Mutual Indemnities or any matter which would or might give rise to such a claim or matter and shall, in connection with any proceedings related to any such claim or matter, use professional advisers nominated by the Indemnifying Party in relation thereto or, if the Indemnifying Party so requests, allow the Indemnifying Party the exclusive conduct thereof, in each case on the basis that the Indemnified Party shall be fully indemnified by the Indemnifying Party on an after Tax basis for all liabilities, obligations and Costs reasonably incurred as a result of any such request by the Indemnifying Party and on the basis that the Indemnifying Party shall keep the Indemnified Party reasonably informed on matters relating to the proceedings.
6. The Indemnified Party shall not and shall procure that none of its subsidiary undertakings shall make an admission of liability, agreement, compromise or settle any claim or matter which would or might give rise to a claim against the Indemnifying Party under the RB Indemnities or the Mutual Indemnities (as the case may be) without the prior written consent of the Indemnifying Party.
7. RB and Indivior may enter into agreements or other arrangements providing for the set-off of payments due to be made by way of indemnification by both RB and Indivior. The obligations of either RB or Indivior in respect of any particular losses indemnified under the RB Indemnities or the Mutual Indemnities (as the case may be) shall be deemed to have been fully discharged where the amount agreed by RB and Indivior to be payable in respect of such loss is paid or taken into account in arriving at any net amount payable by or on behalf of one to the other. For the purpose of this paragraph 7, the amount payable in respect of a loss under the RB Indemnities or the Mutual Indemnities (as the case may be) shall be taken to be agreed if it has been determined in accordance with the provisions of Clause 22.

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8. Without prejudice to the provisions of any applicable insurance policies, RB and Indivior shall each take all reasonable steps to mitigate any losses of any of the members of their respective Group which might give rise to a claim to be entitled to indemnification under the RB Indemnities or the Mutual Indemnities (as the case may be).
9. Without prejudice to any recourse which either RB or Indivior may have against any member of the Other Group (including without limitation any entitlement it may have to be indemnified under the RB Indemnities or the Mutual Indemnities (as the case may be)), each of the parties hereby waives any claim (arising before Completion) which it may have against any employee or former employee who is or was employed by any member of the Other Group or who is or was employed by a body corporate which is not a member of the Other Group but who is or was employed in the conduct of the RB Business or the Indivior Business (as applicable) arising out of their employment save insofar as such claim relates to allegations of fraud on the part of such employee or former employee and save in the context of a claim by or on behalf of that employee against that party (or a member of that party's Group) or the trustees or managers of a retirement benefits scheme of that party (or of a member of that party's Group).

10. **Limitations on liability**

101. Tax

- (A) Any amount which is to be paid to an Indemnified Party pursuant to the RB Indemnities or the Mutual Indemnities under this Schedule 4 (Provisions on Claims under the RB Indemnities and the Mutual Indemnities) shall be calculated on an after Tax basis.
- (B) Without prejudice to the provisions of paragraph (A) above and save to the extent referred to in paragraph 1.1 of the definition of “RB Business Liabilities” as set out in Schedule 3 or in paragraph 2.1 of the definition of “Indivior Business Liabilities” as set out in Schedule 3, any losses of an Indemnified Party as a result of or in consequence of any Tax and any liability relating to the Ancillary Agreements shall be dealt with under the Demerger Tax Deed or the US Tax Matters Agreement, as appropriate, and not under this Schedule 4 (Provisions on Claims under the RB Indemnities and the Mutual Indemnities).

10.2 Monetary limits

- (A) No liability shall arise under this Schedule 4 (Provisions on Claims under the RB Indemnities and the Mutual Indemnities) in respect of any single fact, matter or circumstance or series of connected facts, matters or circumstances unless and until the aggregate of all claims for which the Indemnifying Party is liable under this Schedule exceeds £[***] but once the aggregate amount of all such claims has exceeded such sum, the Indemnifying Party shall be liable in respect of the full amount of such claims and not the amount by which such sum is exceeded.
- (B) Any amounts for which RB or Indivior is liable to the other party under this Schedule shall be recorded under the name of the claiming party on a list agreed

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between RB and Indivior. At the end of each six month period the aggregate amounts for which the respective parties are liable shall be set off against each other and an adjusting payment shall be made to the party who retains a positive balance of losses. Each of RB and Indivior shall then begin the next six month period with a zero balance of losses for the purposes of the above procedure.

10.3 Insured claims

- (A) This paragraph 10.3(A) applies notwithstanding any other provisions of this Agreement (but is subject to paragraph (B) below). It applies where any Indemnified Party or any member of such Indemnified Party’s Group has insurance cover in respect of any losses it may suffer or incur. Where this is the case the RB Indemnities or the Mutual Indemnities (as the case may be) shall apply only to the extent that the losses so suffered or incurred exceed, and shall not include, the amount which the relevant Indemnified Party or any member of such Indemnified Party’s Group is entitled to recover from the relevant insurer or insurers. However, notwithstanding the foregoing provisions of this paragraph 10.3(A), any losses recovered or recoverable from the relevant insurer or insurers shall count towards the calculation of the amounts referred to in paragraph 10.2.
- (B) Notwithstanding paragraph 10.3(A), if the relevant Indemnified Party or any member of such Indemnified Party’s Group has not actually received from the relevant insurer or insurers the full amount of its losses, or such part thereof as is within the limits of the relevant insurances, within 12 months of the Insurance Date, the Mutual Indemnities will extend to cover indemnification in respect of the losses in question or such part thereof as is within the limits of the relevant insurances. Such extension of the Mutual Indemnities is conditional on that Indemnified Party, at the option of the Indemnifying Party, either (i) diligently undertaking and pursuing proceedings against the relevant insurer or insurers at the direction (provided it is reasonably given) and expense of the Indemnifying Party and accounting to the Indemnifying Party for the net amount recovered, after deducting reasonable Costs of recovery, or (ii) assigning or causing there to be assigned to the Indemnifying Party all the rights and claims against the relevant insurer or insurers of the Indemnified Party and the members of its Group or the right for the Indemnifying Party to proceed in the name of the relevant member(s) of the Group of the Indemnified Party.

In this paragraph (B), “Insurance Date” means the later of (i) the giving of a claims notice relating to the relevant losses and (ii) the final calculation of the amount of the relevant losses or part thereof and (iii) the date of payment to a third party by an Indemnified Party.

11. **Recovery from Third Parties**

- 11.1 Without prejudice to the provisions of paragraphs 11.2 and 11.3, but subject to paragraphs 11.4 and 11.5, where an Indemnified Party has, or in the reasonable opinion of the Indemnifying Party may have, any claim against any third party in

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relation to any matter in respect of which it is or may be entitled to indemnification under the RB Indemnities or the Mutual Indemnities (as the case may be), such Indemnified Party agrees, at the option of the Indemnifying Party, either:

- (A) to assign to the Indemnifying Party the conduct of such claim; or
- (B) to take all reasonable steps to enforce such claim against such third party; and
- (C) to reimburse to the Indemnifying Party the net amount, after deducting Costs of recovery, recovered from such third party in respect of such claim to the extent that such Indemnifying Party has paid an amount in relation to such indemnity to such Indemnified Party in respect of the matters the subject of such claim.

- 11.2 The Costs of the Indemnified Party incurred in enforcing any claim against any third party as is referred to in paragraph (i) shall form a part of the entitlement to be indemnified.
- 11.3 In any event, the Indemnifying Party shall be entitled at any stage and at its sole discretion to settle any such third party assessment or claim.
- 11.4 The provisions of this paragraph 11 shall only apply in respect of a claim or series of connected claims the aggregate amount claimed by the Indemnified Party in respect of which is greater than £[***].
- 11.5 Neither RB nor Indivior shall be required under this paragraph 11 to take any steps in relation to any claim or possible claim against any third party if it reasonably considers that the taking of such steps would or would be reasonably likely to cause material damage to any business relationship it has with that third party or with any other person.

12. Effect of Waiver, Release, Etc.

Any obligation or liability of an Indemnifying Party in respect of any claim of an Indemnified Party to be entitled to indemnification under this Agreement may in whole or in part be released, compounded or compromised, by time or indulgence given by an Indemnified Party in its absolute discretion without in any way prejudicing or affecting its rights under this Agreement in relation to any other claim or matter or any other rights it may have.

13. No Liability If Loss Is Otherwise Compensated For

- 13.1 The Indemnified Party and those deriving title from the Indemnified Party on or after Completion shall not be entitled to recover damages or otherwise obtain reimbursement or restitution more than once between them in respect of any individual claim under the RB Indemnities or the Mutual Indemnities (as the case may be).

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- 13.2 The Indemnifying Party shall not be liable for any claim under the RB Indemnities or the Mutual Indemnities (as the case may be) to the extent that the subject of the claim has been or is made good or is otherwise compensated for without cost to the Indemnified Party.

14. Acts of the Indemnified Party

- 14.1 No claim shall lie against the Indemnifying Party under the RB Indemnities or the Mutual Indemnities (as the case may be) to the extent that such claim is wholly or partly attributable to:
- (A) any voluntary act, omission, transaction or arrangement carried out by the Indemnified Party or on its behalf or by persons deriving title from the Indemnified Party on or after Completion; or
- (B) any admission of liability made after the date hereof by the Indemnified Party or on its behalf or by persons deriving title from the Indemnified Party on or after Completion.
- 14.2 The Indemnifying Party shall not be liable for any claims under the RB Indemnities or the Mutual Indemnities (as the case may be) which would not have arisen but for any reorganisation or change in ownership of the Indemnified Party's Group after Completion or any changes in the accounting basis on which any of the companies in the Indemnified Party's Group values its assets or any other change in accounting policy or practice of any member of the Indemnified Party's Group after Completion.

15. Allowance, Provision or Reserve in the Accounts

No matter shall be the subject of a claim under the RB Indemnities or the Mutual Indemnities (as the case may be) by RB or Indivior (as the case may be) to the extent that allowance, provision or reserve in respect of such matter shall have been made in the accounts of a company within the Group of the claiming party as at the date of this Agreement or has been included in calculating creditors or deducted in calculating debtors in the accounts of a company within the Group of the claiming party and (in the case of creditors or debtors) is identified in the records of the relevant Group or shall have been otherwise taken account of or reflected in the financial information contained in the Prospectus or the Circular, as the case may be.

16. Future Legislation

Save in the case of any legislation having retrospective effect to a date prior to the date of this Agreement, no liability shall arise in respect of any claim under the RB Indemnities or the Mutual Indemnities (as the case may be) if and to the extent that liability occurs or is increased wholly or partly as a result of any legislation not in force at the date of this Agreement.

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17. Loss of Goodwill or Business

No claim shall lie against the Indemnified Party under the RB Indemnities or the Mutual Indemnities (as the case may be) to the extent that the subject of the claim relates to the fact that the relevant Group has lost goodwill or possible business.

18. Fraud

Schedule 5 — Insurance

1. Without prejudice to any entitlement of an Indivior Group Company under existing insurance arrangements in place in respect of the Current RB Group, RB confirms to Indivior (as to the RB Group) and Indivior confirms to RB (as to the Indivior Group) that such Group has put in place separate arrangements for the insurance that such Group deems appropriate with effect from Completion.
2. All historic liabilities known and unknown (that is, incurred but not reported liabilities), whether constituting liabilities of the Indivior Group or of the RB Group, and regardless of whether borne by the Indivior Group or by the RB Group, up to but excluding the date of Completion (or Plant Day, in respect of employers' liability insurance policies in relation to Transferring Employees) covered under public and employers' liability insurance policies issued to the Current RB Group will be covered by such insurance policies (subject to and in accordance with the terms of such policies), save for any employers' liability claims relating to diseases caused by work by employees within the fine chemical plant or associated laboratories on the Hull Estate prior to 23 March 1963, responsibility for which shall be borne by RB. Indivior and RB shall each procure the execution of any documents, reasonably requested by the other, in support of such aforementioned coverage.
3. Notwithstanding paragraph 2 but subject to paragraph 4, RB and Indivior shall after Completion provide such reasonable assistance, including but not limited to providing access to environment, health and safety records and employment records, for the purpose of administering and defending claims, as any member of the Other Group may reasonably request in making any claim under any insurance contract which covers the requesting party in respect of any occurrence, claim or circumstance arising in part or in whole prior to Completion in the following manner:
 - (A) in relation to occurrence-based policies (including occurrence-based public and employers' liability insurance policies), whether such occurrence or claim was notified prior to that date (under any relevant policy) or was incurred, in part or in whole, but not reported prior to that date; or
 - (B) in relation to claims-made policies (including claims-made product liability and directors' and officers' liability insurance policies), if timely notification was made under any such policy in force on or prior to that date of (i) such claim or (ii) any circumstances which in the liable party's reasonable discretion may lead to a claim,and falls within the scope of cover of any relevant policy in place in respect of such period (the **"Insurance Administration Services"**) but RB or Indivior, whichever party is making the claim, shall have responsibility for pursuing any such claim.
4. RB and Indivior shall only provide assistance to any Other Group Company in respect of making any claim referred in paragraph 3 to the extent that such assistance from such party would not, in the reasonable opinion of such party, constitute a regulated activity

for the purposes of FSMA and any related legislation or would otherwise constitute a regulated or unlawful activity under applicable law.

5. Indivior shall bear or shall procure that the relevant Indivior Group Company shall bear the excess of the amount insured in respect of any such claim of an Indivior Group Company as referred to in paragraph 3, and RB shall bear or shall procure that the relevant RB Group Company shall bear the excess of the amount insured in respect of any such claim of an RB Group Company as referred to in paragraph 3.
6. RB shall procure that the proceeds which it receives (less an amount equal to any Tax payable thereon net of its payment hereunder) in connection with a coverage claim brought by any Indivior Group Company shall be paid promptly to the relevant Indivior Group Company that suffered the loss or liability underlying such proceeds and, pending such payment, such proceeds shall be held on trust for the relevant Indivior Group Company.
7. RB and Indivior will consult each other where access to the other party's knowledge and resource is reasonably necessary for the proper operation of the Insurance Administration Services.
8. In respect of the product liability insurance, RB and Indivior agree that (a) the RB Group Companies shall be listed as from Completion as additional named insured parties under Indivior's policy for the purpose of providing the benefit of covering any costs incurred by an RB Group Company in defending a claim made after Completion which sets out both an RB Group Company or an Indivior Group Company as liable parties or which erroneously sets out an RB Group Company instead of an Indivior Group Company as a liable party; and (b) the Indivior Group Companies shall be listed as from Completion as additional named insured parties under RB's policy for the purpose of providing the benefit of covering any costs incurred by an Indivior Group Company in defending a claim made after Completion which sets out both an Indivior Group Company or a RB Group Company as liable parties or which erroneously sets out an Indivior Group Company instead of a RB Group Company as a liable party.
9. For any claims made on or after Completion, RB shall maintain (subject to the terms of the following sentence) for the benefit of the Indivior Group its directors' and officers' liability insurance in relation to any claims, such insurance to provide cover for both current and former directors and officers of the Indivior Group Companies, including directors or officers who retire or whose employment is terminated as a result of the Demerger, for acts or omissions up to and including the date on which Completion occurs, for a period of six years following Completion. Such insurance will be with reputable insurers and provide cover (a) in terms of amount and breadth, at least as much as that provided under the RB Group's directors' and officers' liability insurance in force immediately prior to Completion (a copy of which has been provided to Indivior) and (b) subject to a provision substantially identical to Section 6.8 of such insurance policy, provided that such insurance remains available in the United Kingdom insurance market at commercial terms and conditions that similar situated companies would accept or are

accepting. In any event, the level and scope of coverage of the directors' and officers' liability insurance maintained by RB for the benefit of the Indivior Group and its directors and officers shall be no worse than that which RB maintains for the benefit of the directors of the RB Group.

10. RB agrees that it will comply with its obligations to indemnify the persons who are directors and officers of the Indivior Group Companies immediately prior to Completion in accordance with the terms of the deed poll of indemnity applicable to all directors and officers of the RB Group and the Indivior Group.
11. Where an insurance policy is insufficient to pay all covered underlying liabilities of the Indivior Group and RB Group, claims of the Indivior Group and the RB Group will be prioritised in accordance with the provisions of the relevant insurance policies (including, for the avoidance of doubt, in the case of directors' and officers' liability insurance, in accordance with the provisions of the insurance policy referred to in paragraph 9 of this Schedule 5). Both Indivior and RB undertake not to take any act or make any omission with the intention of altering the order and amounts in which insurers make payouts which would unfairly prejudice the ability of the other party to receive payments under the relevant policies
12. In the event that:
 - (a) an Indivior Group Company (the **"Indivior Obligor"**) has, prior to Completion, entered an agreement (the **"Assumption Agreement"**) with an RB Group Company (the **"RB Oblige"**) under which the Indivior Obligor assumed from the RB Oblige liability for a claim (the **"Underlying Claim"**) that was incurred but not asserted as of effective date of the Assumption Agreement, regardless whether such Underlying Claim was known or unknown, or potential or actual, as of such date;
 - (b) the Underlying Claim thereafter is asserted against the Indivior Obligor;
 - (c) the Indivior Obligor gives notice to the RB Oblige that it reasonably believes that the Underlying Claim is insured under one or more of the liability insurance policies of the RB Group in force prior to Completion for which notice of the Underlying Claim can still be timely given (collectively, the **"Responsive Policies"**); and
 - (d) the Indivior Obligor in fact gives timely notice of the Underlying Claim under the Responsive Policies;

then the following shall occur:

- (x) the parties agree and shall procure that the Assumption Agreement shall hereby be restated so that such Indivior Obligor shall have assumed the liability for the

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Underlying Claim only to the extent that such liability is not validly and effectively insured under the Responsive Policies;

- (y) where the RB Oblige actually receives the proceeds of the Responsive Policies, the RB Oblige shall promptly pay to the Indivior Obligor any proceeds of the Responsive Policies with respect to the Underlying Claim; and
- (z) if the proceeds of the insured portion of the liability for the Underlying Claim are not received or not fully received by the RB Oblige within twelve months after the date of the notice provided under clause (d) then the Indivior Obligor's payment of such liability, to the extent it incorporates an insured portion of such liability not yet recovered from the Responsive Policies or recovered but not yet paid by the RB Oblige to the Indivior Obligor, shall be deemed an interest-free advance to the RB Oblige pending either recovery of such insurance proceeds from the Responsive Insurance and payment thereof to the Indivior Obligor or payment by the insurer of such insurance proceeds directly to the claimant.

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Schedule 6 — Covenants in respect of the Exterior Chattels Sites

1. To keep each of the Exterior Chattels Sites clean and tidy and clear of rubbish and to leave it in no worse state and condition than at the date of this Agreement and free of equipment, goods and chattels on the termination of the Exterior Chattels Licence or this Agreement.
2. Not without the consent of RB Healthcare (UK) (such consent not to be unreasonably withheld or delayed) to display any signs or notices on any of the Exterior Chattels Sites.
3. Not to use any of the Exterior Chattels Sites in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to either RB Healthcare (UK) or to the occupiers or users of any other parts of the Estate whatsoever.
4. Not to make any alteration to any of the Exterior Chattels Sites (except as necessary for the relocation of any of the Exterior Chattels in accordance with clause 15) nor cause any damage or waste to any of the Exterior Chattels Sites or the Estate.
5. Not knowingly to use any of the Exterior Chattels Sites in such a way as would or might constitute a breach of any statutory requirement affecting the Estate or which would or might vitiate in whole or in part any insurance effected in respect of the Estate and of which RB Pharmaceuticals has received a copy of the policy from time to time and to comply with the requirements of the insurers and the local fire officer and of which in each case RB Pharmaceuticals has prior notice in writing.

6. Not to impede the exercise of RB Healthcare (UK)'s rights of possession and control of the Estate nor to permit the occupation of any of the Exterior Chattels Sites by anyone other than employees of any Indivior Group Company and its agents or contractors for purposes of the maintenance and repair or movement of the Exterior Chattels.
7. To vacate the relevant premises promptly upon the earlier of:
- (A) relocation of all of the Exterior Chattels from the relevant Exterior Chattels Sites to the Premises; and
 - (B) the date which is eighteen months following the date of this Agreement.

This covenant is to survive termination of this Agreement.

8. To observe such reasonable rules and regulations as RB Healthcare (UK) may make from time to time governing the use of any of the Exterior Chattels Sites or the Estate and of which RB Pharmaceuticals has received prior notice in writing.
9. To indemnify RB Healthcare (UK) and keep RB Healthcare (UK) indemnified against all losses, claims, demands, actions, proceedings, damages, proper Costs or expenses, or other liability arising from any breach or non-observance of the covenants in this Schedule 6 provided that RB Pharmaceuticals shall not be liable to RB Healthcare (UK) whether in contract or tort (including without limitation negligence and breach of

statutory duty) for (i) any indirect or consequential loss or damage; (ii) any loss of profits, loss of revenue, loss of use, loss of anticipated savings, loss of good will or loss of contracts (in each case whether direct, indirect or consequential) or (iii) any punitive or exemplary damages. This covenant is to survive termination of this Agreement.

Schedule 7 — RB Logos

Part 1



**Reckitt
Benckiser**



**Reckitt
Benckiser**

Part 2



Part 3



(Logo on SUBUTEX & SUBOXONE tablets)



(Logo on TEMGESIC tablets)

Schedule 8 - Covenants in respect of the Premises

1. To keep the Premises clean and tidy and clear of rubbish and to leave the Premises in no worse state and condition than at the date of this Agreement and free of RB Healthcare (UK)'s equipment, goods and chattels on the Licence Termination Date.
2. Not to make any alteration to the Premises nor cause any damage or waste to the Premises.
3. Not to knowingly use the Premises in such a way as would or might constitute a breach of any statutory requirement affecting the Premises or which would or might vitiate in whole or in part any insurance effected in respect of the Premises from time to time and of which RB Healthcare (UK) has received a copy and to comply with the requirements of the insurers and the local fire officer and of which RB Healthcare (UK) has prior notice in writing.
4. Not to impede the exercise of RB Pharmaceuticals' rights of possession and control of the Premises nor to permit the occupation of the Premises by anyone other than employees of RB Healthcare (UK) and its agents and contractors for the purposes of the ordinary operations of the Premises in accordance with the Supply Agreement or the Manufacturing Agreement, as appropriate.
5. To vacate the Premises promptly on the Licence Termination Date.
6. To observe such reasonable rules and regulations as RB Pharmaceuticals may make from time to time governing the use of the Premises and of which RB Healthcare (UK) has received prior notice in writing, provided that such rules and regulations do not materially interfere with RB Healthcare (UK)'s ability to comply with its obligations under the Supply Agreement or the Manufacturing Agreement, as appropriate.
7. To indemnify and keep indemnified RB Pharmaceuticals against all losses claims, demands, actions, proceedings, damages, reasonable and proper Costs or expenses or other liability arising from any breach or non-observance of the covenants in this Schedule 8 provided that RB Healthcare (UK) shall not be liable to RB Pharmaceuticals whether in contract or tort (including without limitation negligence and breach of statutory duty) for (i) any indirect or consequential loss or damage; (ii) any loss of profits, loss of revenue, loss of use, loss of anticipated savings, loss of good will or loss of contracts (in each case whether direct, indirect or consequential) or (iii) any punitive or exemplary damages. This covenant is to survive termination of this Agreement.

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Schedule 9 - Domain names and run off periods

Domain name	Run off period
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***

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Schedule 10 — RBP Global Directors' Certificate to RB

[Letterhead of RBP Global]

To: Reckitt Benckiser Group Plc
Turner House
103-105 Bath Road
Slough
SL1 3UH

[16] December 2014

Dear Sirs

Working capital of the Indivior Group

We refer to the demerger agreement dated 17 November 2014 in which a draft of this letter appears as a schedule (the “**Demerger Agreement**”). Capitalised terms used but not defined in this letter have the meanings ascribed to them in the Demerger Agreement.

We confirm that between 17 November 2014 and the date of this certificate the Indivior Group (excluding Indivior) has:

1. operated its business in the ordinary course save for those matters permitted or provided for under the Demerger Agreement;

2. in all material respects managed its working capital and cash flow in accordance with the policies and practices followed since 1 January 2014. In particular, the Indivior Group (excluding Indivior) has not in any material respect:
- a. changed its debt collection, accounts receivable or accounts payable policies or practices;
 - b. made abnormal payments or payments at abnormal times;
 - c. failed to take any appropriate actions to collect any accounts receivable or any other payments due to the Indivior Group (excluding Indivior);
 - d. made any payments earlier than their due date; or
 - e. extended or varied payment terms of existing customers, whether formally or informally.

We confirm that from the date of this certificate up to and including Completion, the Indivior Group will:

3. operate its business in the ordinary course save for those matters permitted or provided for under the Demerger Agreement;

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4. in all material respects manage its working capital and cash flow in accordance with the policies and practices followed since 1 January 2014. In particular, the Indivior Group (excluding Indivior) will not in any material respect:
- a. change its debt collection, accounts receivable or accounts payable policies or practices;
 - b. make abnormal payments or payments at abnormal times;
 - c. fail to take any appropriate actions to collect any accounts receivable or any other payments due to the Indivior Group (excluding Indivior);
 - d. make any payments earlier than their due date; or
 - e. extend or vary payment terms of existing customers, whether formally or informally.

This certificate is provided on behalf of RBP Global. For avoidance of doubt, the undersigned individuals shall not be held personally liable to you for any acts, omissions or inaccuracies in relation to the above statements and any such liability shall be borne solely by RBP Global.

This certificate shall be governed and construed in accordance with English law.

Yours faithfully,

Shaun Thaxter, Chief Executive Officer

Cary Claiborne, Chief Financial Officer

In each case, for and on behalf of RBP Global Holdings Limited

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IN WITNESS WHEREOF this Agreement has been executed by the duly authorised representatives of the parties the day and year first above mentioned.

EXECUTED AND DELIVERED
AS A DEED by
RECKITT BENCKISER GROUP PLC
acting by

) /s/ WR Mordan
)
)
) **ATTY IN FACT**

in the presence of:

Witness's signature:

/s/ Michelle Mordan

Name (Print):

Michelle Mordan

Occupation:

Homemaker

Address:

[***]

EXECUTED AND DELIVERED
AS A DEED by
INDIVIOR PLC
acting by

)
)
)
) **Director**

in the presence of:

Witness’s signature:

Name (Print):

Occupation:

Address:

EXECUTED AND DELIVERED
AS A DEED by
RECKITT BENCKISER HEALTHCARE (UK) LIMITED
acting by

)
)
)
)

/s/ WR Mordan

Director

in the presence of:

Witness’s signature:

/s/ Michelle Mordan

Name (Print):

Michelle Mordan

Occupation:

Homemaker

Address:

[***]

IN WITNESS WHEREOF this Agreement has been executed by the duly authorised representatives of the parties the day and year first above mentioned.

EXECUTED AND DELIVERED
AS A DEED by
RECKITT BENCKISER GROUP PLC
acting by

)
)
)
)

Director

in the presence of:

Witness’s signature:

Name (Print):

Occupation:

Address:

EXECUTED AND DELIVERED
AS A DEED by
INDIVIOR PLC
acting by

)
)
)
)

/s/ Shaun Thaxter
Director

in the presence of:

/s/ Dominic Neary

Witness’s signature:

Name (Print):

Dominic Neary

Occupation:

Finance Director

Address:

[***]

EXECUTED AND DELIVERED
AS A DEED by
RECKITT BENCKISER HEALTHCARE (UK) LIMITED
acting by

)
)
)
)

Director

in the presence of:

Witness’s signature:

Name (Print):

Occupation:

Address:

EXECUTED AND DELIVERED

AS A DEED by

RB PHARMACEUTICALS LIMITED

acting by

)
)
)
)

Director

in the presence of:

Witness’s signature:

Name (Print):

Occupation:

Address:

EXECUTED AND DELIVERED

AS A DEED by

RBP GLOBAL HOLDINGS LIMITED

acting by

)
)
)
)

/s/ WR Mordan

Director

in the presence of:

Witness’s signature:

/s/ Michelle Mordan

Name (Print):

Michelle Mordan

Occupation:

Homemaker

Address:

EXECUTED AND DELIVERED

AS A DEED by

RB PHARMACEUTICALS LIMITED

acting by

)
)
)
)

/s/ Richard Jameson

Director

in the presence of:

/s/ Jean Jameson

Witness’s signature:

Name (Print):

Jean Jameson

Occupation:

Registered Nurse

Address:

EXECUTED AND DELIVERED

AS A DEED by

RBP GLOBAL HOLDINGS LIMITED

acting by

)
)
)
)

Director

in the presence of:

Witness’s signature:

Name (Print):

Occupation:

Address:

THIS EXHIBIT HAS BEEN REDACTED AND IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST. REDACTED MATERIAL IS MARKED WITH [***] AND HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Dated 23 December 2014

RECKITT BENCKISER PLC

and

RBP GLOBAL HOLDINGS LIMITED

TRANSITIONAL SERVICES AGREEMENT

Slaughter and May
One Bunhill Row
London EC1Y 8YY
(RLC/SHZG)

TRANSITIONAL SERVICES AGREEMENT

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THIS AGREEMENT is made 23 December 2014

BETWEEN:

- (1) **RECKITT BENCKISER PLC** whose registered office at 103-105 Bath Road, Slough, Berkshire SL1 3UH (registered in England and Wales No. 00527217) (the “**Provider**”);

AND

- (2) **RBP GLOBAL HOLDINGS LIMITED** whose registered office at 103-105 Bath Road, Slough, Berkshire SL1 3UH (registered in England and Wales No. 08721708) (the “**Recipient**”).

WHEREAS:

- (A) Reckitt Benckiser Group PLC and Indivior PLC have entered into the Demerger Agreement setting out the terms and conditions pursuant to which Reckitt Benckiser Group PLC will demerge its interest in the Indivior Business by way of an indirect dividend demerger. The Demerger Agreement provides that this Agreement be entered into upon Completion of the Demerger.
- (B) As at Completion, the Recipient will be the intermediate holding company of the Indivior Business and the Indivior Group Companies (other than Indivior).
- (C) In connection therewith, with effect from the Commencement Date, the Provider has agreed to provide or procure the provision of certain Transitional Services to the Recipient in accordance with and subject to the terms of this Agreement.

WHEREBY IT IS AGREED as follows:

1. INTERPRETATION

1.1 Unless the context of this Agreement provides otherwise, terms and expressions used in this Agreement shall have the meanings set out below:

“Adequate Country”	means: (i) a country within the European Economic Area; or (ii) a country or territory which has been subject to a finding of the European Commission, under the procedure provided for in Article 31 (2) of the Data Protection Directive that it ensures an adequate level of protection within the meaning of Article 25(2) of the Data Protection Directive;
“Applicable Laws”	means all applicable statutes and laws, and orders and regulations of any Governmental Entity;
“Ancillary Agreements”	has the meaning given to that term in the Demerger Agreement;
“APIs”	means the active pharmaceutical ingredients, as defined in the Copacker Supply Agreement;
“Assumed Transferring	has the meaning given to that term in <u>Part A of Schedule</u>

Employees”	2;
“Australian TSA”	means the transitional services agreement entered into by (1) Reckitt Benckiser (Australia) Pty Ltd and (2) RB Pharmaceuticals Pty Ltd on 30 June 2014;
“Business Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in London, UK and Richmond, Virginia, USA (other than solely for trading or settlement in euro);
“Canadian Employees”	means those employees listed under “Canada” in Paragraph 6 of Part B of Schedule 2 (together with any additional individuals as agreed in writing by the parties);
“Canadian Employee Trigger Event”	means the date agreed between the Provider and the Recipient when the Recipient’s local representative has appropriate management systems in place, including but not limited to the management of the activities performed by the Canadian Employees, which is anticipated to be 1 January 2015 or any other time as agreed between the parties in writing up to 12 months thereafter;
“Change”	has the meaning given to that term in <u>Clause 8.2</u> ;
“Change Impact Statement”	has the meaning given to that term in <u>Clause 8.4</u> ;
“Claiming Party”	has the meaning given to that term in <u>Clause 24</u> ;
“Codes”	means the Provider Group Members’ codes of conduct and policies relating to its IT Systems and security of its IT Systems, as amended from time to time and in each case to the extent notified to the Recipient (on behalf of the Recipient Group Members);
“Commencement Date”	means the date of this Agreement;
“Complete Separation”	means the point at which the Recipient Group is operationally independent and, where applicable, has contracted directly with third party providers to provide the necessary services required to conduct the Recipient Group’s business and has terminated each of the Transitional Services arrangements put in place pursuant to this Agreement;
“Completion”	has the meaning given to that term in the Demerger Agreement;
“Contract”	means any contract or contractual arrangement between any of the Provider Group Members and any Third Party Provider;
“Contract Alteration”	has the meaning given to that term in <u>Clause 23.7</u> ;
“Copacker Supply Agreement”	means the supply agreement between Reckitt Benckiser Healthcare (UK) Limited and RB Pharmaceuticals Limited dated on or around the date of this Agreement;

“Costs” means charges and reasonable costs (including legal costs) and expenses (other than, in each case, tax), in each case properly incurred and of an out-of-pocket nature, together with any amounts in respect of VAT comprised in such charges, costs and expenses but only to the extent not recoverable;

“Data Controller” means any person which alone or jointly with others determines the purposes and means of

	the Processing of the Recipient Group Members' Personal Data;
"Data Processor"	means any person who processes Recipient Group Members' Personal Data on behalf of the Recipient Group Members;
"Data Protection Directive"	means Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
"Data Protection Law"	means all laws, statutes, treaties, instruments, directives, rules, orders, regulations, codes or other laws or legislation (including secondary or subordinate legislation) or other binding or advisory legislative or regulatory provisions, whether national, European Union, federal, state or local applicable in the jurisdictions in which the Provider Group Members, the Recipient Group Members or any person in possession of the Recipient Group Members' Personal Data are located;
"Data Protection Applicable Law"	means all Data Protection Law relating to personal data and privacy;
"Data Subject"	means a living individual who is the subject of Personal Data;
"Defaulting Party"	has the meaning given to that term in Clause 22 ;
"Demerger"	has the meaning given to that term in the Demerger Agreement;
"Demerger Agreement"	means the agreement entered into by (1) Reckitt Benckiser Group pic and (2) Indivior PLC dated 17 November 2014;
"Detailing Agreements"	means those agreements referred to under the term 'ISA' in paragraphs 1.1 and 2.1 of Schedule 5, as amended, revised, varied or novated from time to time;
"Dutch Distribution Agreement"	means the agreement entered into by (1) RB Pharmaceuticals Limited and (2) Reckitt Benckiser Healthcare BV dated 21 October 2014;
"Entire Agreement Documents"	has the meaning given to that term in Clause 31.1 ;
"Existing Supply Agreement"	means the agreement to be entered into by (1) Reckitt Benckiser Healthcare (UK) Limited and (2) RB

	Pharmaceuticals Limited on or around the Commencement Date setting out the terms on which Reckitt Benckiser Healthcare (UK) Limited manufactures buprenorphine API and finished products and RB Pharmaceuticals Limited purchases buprenorphine API and finished products;
"Expiry Costs"	means the Costs, losses and liabilities incurred in connection with terminating any Contract in accordance with its terms other than where such cessation or termination is due to any act or omission on the part of the Provider Group Members;
"Expiry Date"	means, in respect of a Transitional Service, the earlier of: (i) the date on which the relevant Service Period expires; or (ii) the date on which the relevant Transitional Service is terminated pursuant to Clause 22 or Clause 24 ;
"FCP"	means the fine chemical plant at Dansom Lane, Hull, HUB 7DS;
"Force Majeure"	has the meaning given in Clause 24.1 ;
"Freehold Property"	means each freehold property at which Transitional Services are to be provided or procured to be provided by the Provider Group Members under this Agreement, as specified in Part A of Schedule 4 ;
"Government Entity"	means any court, administrative body, local authority or other governmental or quasi-governmental entity with competent jurisdiction, any supra-national, national, federal, state, municipal, provincial or local governmental, regulatory or administrative authority, agency, commission, court, tribunal, arbitral body, private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority or other governmental entity;
"Group"	means, with respect to: (i) the Provider, the Provider, its subsidiaries and subsidiary undertakings, any holding company of that party and all other subsidiaries and subsidiary undertakings of any such holding company from time to time (but excluding any member of the Group (as defined

in the Demerger Agreement)); and

(ii) the Recipient, the Recipient and any other member of the Group (as defined in the Demerger Agreement);

“Group Contract”

has the meaning given to that term in [Clause 2.5](#);

“Indivior”

means Indivior PLC whose registered address is at 103 - 105 Bath Road, Slough, Berkshire SL 1 3UH (registered in England and Wales No. 09237894);

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“Indivior Business”

has the meaning given to that term in the Demerger Agreement;

“Indivior Group Companies”

has the meaning given to that term in the Demerger Agreement;

“Intellectual Property”

means patents, trade marks, rights in databases, rights in designs and copyrights (including, without limitation, rights in computer software) (whether or not any of these is registered and including applications for registration of any such thing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world;

“Investigation”

has the meaning given to that term in [Clause 33.3](#);

“IT Systems”

means the information technology and telecommunications systems (including, without limitation, all hardware, software, networks and peripherals) owned or used from time to time by a party or a member of its Group;

“Landlord”

means the landlord of a Leasehold Property;

“Leased Equipment”

has the meaning given to that term in [Schedule 4](#);

“Leasehold Property”

means each leasehold property at which Transitional Services are to be provided or procured to be provided by the Provider under this Agreement, as specified in [Part B](#) of [Schedule 4](#);

“License”

means the right to use and occupy all those parts of each Property made available for the purposes of the relevant part of the business of the Recipient Group Members at the date of this Agreement (whether or not actually used by the Recipient Group Members) and (on a non-exclusive basis) the common parts of the Property including access ways, toilets and kitchens;

“Marketing Authorisation Documentation”

has the meaning given to it in paragraph 1.5 of [Schedule 6](#);

“Marketing Authorisation Holder”

means the holder of the relevant Marketing Authorisations;

“Marketing Authorisation Re-registration”

has the meaning given to it in Paragraph 1.1 (B) of [Schedule 6](#);

“Marketing Authorisation Re-registration Date”

means the date on which the relevant Governmental Entity approves, or is deemed to approve, the relevant Marketing Authorisation Re-registration;

“Marketing Authorisation Transfer”

has the meaning given to it in paragraph 1.1 Schedule 6;

“Marketing Authorisation Transfer Date”

means the date on which the relevant Governmental Entity approves, or is deemed to approve, the relevant Marketing Authorisation Transfer;

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“Marketing Authorisation Transferee”

means the relevant Recipient Group Member or where no Recipient Group Member satisfies the requirements under Applicable Law to be transferred the relevant Marketing Authorisation, such third party as is nominated by the Recipient, in either case to whom the relevant Marketing Authorisation is to be transferred;

“Marketing Authorisations”

means the marketing authorisations issued in Taiwan, Switzerland and New Zealand and held by a Provider Group Member on behalf of a Recipient Group Member, with respect to the Products and all supplements, amendments and revisions thereto;

“Market(s)”

means the market or markets in which the Products are marketed and sold under the relevant Marketing Authorisation;

“Non-claiming Party”

has the meaning given to that term in [Clause 24.2](#);

“Offer Transferring Employees”	has the meaning given to that term in <u>Part A of Schedule 2</u> ;
“Omitted Transitional Service”	has the meaning given to that term in <u>Clause 8.5</u> ;
“Personal Data”	means any information relating to a living individual that directly or indirectly identifies (or could reasonably be used to identify) that individual, and any analogous definition in Data Protection Applicable Law to the extent that such definition is broader;
“Plant Day”	means the day on which the Recipient takes operational control of the FCP, such day to be 1 April 2015 or any other date within the 12 months thereafter as agreed between the parties in writing;
“Premises”	means that part of each Property which the Recipient Group Members are entitled to use pursuant to the Licence;
“Proceedings”	means any proceeding, suit or action arising out of or in connection with this Agreement or with the negotiation, existence, validity or enforceability of this Agreement, whether contractual or non-contractual;
“Process” or “Processing”	means any operation or set of operations which is taken as regards Personal Data whether or not it occurs by manual or automatic means, including without limitation collection, recording, organisation, use, transfer, disclosure, storage, manipulation, combination, protection, deletion and erasure of Personal Data and any other activities that are considered to be processing of Personal Data under Data Protection Applicable Law;
“Products”	means the Suboxone Tablets, the Suboxone Film and Subutex;

“Property”	means each Leasehold Property and each Freehold Property;
“Provider Group Member”	has the meaning given to that term in <u>Clause 2.1</u> ;
“Provider Personnel”	means any sub-contractors, agents or delegates (including for the avoidance of doubt, any Third Party Provider) from time to time of: (i) the Provider; and/or (ii) any member of the Provider Group who in either such case are engaged in the provision of the Transitional Services;
“R&D Services Agreement”	means the agreement to be entered into by (1) Reckitt Benckiser Healthcare (UK) Limited and (2) RB Pharmaceuticals Limited on the Commencement Date setting out the terms on which each of Reckitt Benckiser Healthcare (UK) Limited and RB Pharmaceuticals Limited (on behalf of such party’s group, as applicable) will provide research and development services to the other party (on behalf of such party’s group);
“Recipient Group Member”	has the meaning given to that term in <u>Clause 2.1</u> ;
“Recipient’s Local Representative”	has the meaning given to that term in <u>Clause 4.1</u> ;
“Redundant Employee”	has the meaning given to that term in Part B of Schedule 2;
“Regulations”	means, in the United Kingdom, TUPE, in other European Union countries the equivalent local legislation enacted under Council Directive 2001/23/EC, and in any other applicable jurisdiction any equivalent local legislation providing for an automatic transfer of employment in connection with a business transfer or service provision change;
“Representative”	has the meaning given to that term in <u>Clause 16.2</u> ’
“Replacement Service Provider”	means the person who from the end of the relevant Service Period provides the Services to the Recipient Group Members by way of replacement of the Provider Group Members;
“Safety Data Exchange Agreement”	means those agreements referred to under the term ‘SDEA’ set out in paragraphs 1.1 and 2.1 of Schedule 5, as amended, revised, varied or novated from time to time;
“Security Suspension”	has the meaning given to that term in <i>Clause 15.2</i> ;
“Sensitive Personal Data”	means Personal Data consisting of information as to: (i) a Data Subject’s racial or ethnic origin, political opinions, religious beliefs or other beliefs of a similar nature, membership of a trade union, physical or mental health or condition or sexual life; (ii) the commission or alleged commission by a Data Subject of any offence; or (iii) any

	proceedings for any offence committed or alleged to have been committed by a Data Subject, the disposal of such proceedings or the sentence of any court in such proceedings;
“Separation”	has the meaning given to that term in <u>Schedule 3</u> (Separation);
“Separation Committee”	has the meaning given to that term in the Demerger Agreement;
“Separation Project Plan”	has the meaning given to that term in <u>Schedule 3</u> ;
“Separation Projects”	has the meaning given to that term in <u>Schedule 3</u> ;
“Separation Timetable”	has the meaning given to that term in <u>Schedule 3</u> ;
“Service Charges”	means, with respect to each Transitional Service, those charges set out in the row marked “Service Charge” of the section in <u>Schedule 1</u> corresponding to such Transitional Service;
“Service Level”	means, with respect to each Transitional Service, the standard as set out in Clause 9 and, where expressly specified, as set out in the row named “Service Level” in <u>Schedule 1</u> corresponding to such Transitional Service;
“Service Period”	means, with respect to each Transitional Service, the period of time for which such service will be provided, as set out in the row marked “Service Period” in <u>Schedule 1</u> corresponding to such Transitional Service, such period to run from the Commencement Date and to include (where the context requires) any periods of extension agreed by the parties in accordance with <u>Clause 9.4</u> or <u>Clause 22.7</u> ;
“Singapore Central Team”	means those employees listed under “Singapore” in Paragraph 6 of Part B of Schedule 2 (together with any additional individuals as agreed in writing by the parties);
“Singapore Central Team Trigger Event”	means the date agreed by the Provider and the Recipient when the following occurs: (A) either: (i) the incorporation by the Recipient of a direct or indirect subsidiary company in Singapore; or (ii) the Recipient setting up a branch in Singapore (either of (i) and (ii) being the “Recipient’s Local Representative”); and (B) the Recipient’s Local Representative has appropriate management systems in place, including but not limited to the management of the activities performed by the Singapore Central Team,

	but in any event no later than 31 December 2015;
“Suboxone Tablets”	means a Buprenorphine and Naloxone-based sublingual tablet for the treatment of opioid dependence;
“Suboxone Film”	means a Buprenorphine and Naloxone-based sublingual film for the treatment of opioid dependence;
“Subutex”	means a Buprenorphine sublingual tablet for the treatment of opioid dependence;
“Successor”	has the meaning given to that term in <u>Clause 22.7</u> ;
“Swiss Distribution Agreement”	means the agreement entered into by (1) RB Pharmaceuticals Limited and (2) Reckitt Benckiser (Switzerland) AG dated 17 October 2014.
“Tax Authority”	has the meaning given to that term in the Demerger Tax Deed;
“Technical Agreements”	means those agreements referred to under the term ‘TA’ in paragraphs 1.1 and 2.1 of Schedule 5, as amended, revised, varied or novated from time to time (subject to <u>Clause 4.6</u>);
“Termination Assistance Period”	means the period of time that (i) commences on a date specified by the Recipient with respect to one or more of the Transitional Services that it has given notice to terminate or which are scheduled to expire within the next 3 months; and (ii) terminates on a date specified by the Recipient, provided that such date occurs no later than 6 months following the date of termination or expiration of that Transitional Service;

“Termination Assistance Services”	has the meaning given to that term in Clause 22.7 ;
“Termination Date”	has the meaning given to that term in Part B of Schedule 2 ;
“Third Party Consent”	has the meaning given to that term in Clause 7.1 ;
“Third Party Data Protection Provider”	means any person (other than an employee, director or officer of Counterparty) to whom any Recipient Group Members’ Personal Data is disclosed or transferred by or on behalf of the Provider Group Members;
“Third Party Group Member”	has the meaning given to the term in Clause 36.1 ;
“Third Party Provider”	means any third party supplier who is engaged by any member of the Provider Group to provide: (i) a Transitional Service (or part thereof); or (ii) goods or services that are used in the provision of a Transitional Service (or part thereof);
“Transfer Date”	means the occurrence of, as applicable, (i) the Singapore Central Team Trigger Event, or (ii) the Canadian

	Employee Trigger Event, or the cessation of the provision of the relevant (i) services under each of the Detailing Agreements, or (ii) Transitional Services by a Provider Group Member or by any Provider Personnel or (iii) services under the Existing Supply Agreement as a result of which the Parties intend that certain of the Transferring Employees’ employment will transfer to a Recipient Group Member or Replacement Service Provider, as applicable;
“Transferring Employees”	means the Assumed Transferring Employees listed in Part A of Schedule 2 and the Offer Transferring Employees listed in Part B of Schedule 2 ;
“Transitional Services”	means the transitional services set out in Schedule 1 and each of them as the context so requires (and such other services as are reasonably: (i) inherent in; (ii) incidental to; or (iii) necessary for the receipt of such services or as may be agreed in writing between the parties to be Transitional Services under this Agreement from time to time);
“Trigger Event”	has the meaning given to that term in Clause 4.1 ;
“TUPE”	means the Transfer of Undertakings (Protection of Employees) Regulations 2006 (SI 2006/246), as amended from time to time);
“UK Demerger Tax Deed”	has the meaning given to that term in the Demerger Agreement;
“Unauthorised Use”	means any access or use of the IT Systems of the Provider Group Members or any access, use or disclosure of any information, data or code (whether source code or object code) which is contained in, or utilised by, the IT Systems of the Provider Group Members which (in each case) is not expressly permitted by this Agreement or is outside the scope of its intended use under this Agreement (having regard to its use during the 6 month period prior to the Commencement Date) or is outside the scope of the applicable Third Party Consent (if relevant);
“US Safe Harbour Entity”	means an entity listed on the safe harbour list maintained by the US Department of Commerce in relation to European Commission Decision 2000/520/EC;
“US Tax Sharing Agreement”	has the meaning given to that term in the Demerger Agreement;
“VAT”	has the meaning given to that term in the UK Demerger Tax Deed; and
“Working Hours”	means 9 a.m. to 5 p.m. on a Business Day.

In this Agreement, unless otherwise specified:

(A) references to clauses, sub-clauses, paragraphs, sub-paragraphs, Recitals and Schedules are to clauses, sub-clauses, paragraphs, sub-paragraphs of and Recitals and Schedules to this Agreement;

- (B) the Schedules and any attachments form part of this Agreement and the Schedules shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the Schedules. In the event of any conflict between any provision of the body of this Agreement and a Schedule, the provisions of the body of this Agreement shall prevail;
- (C) headings and titles to clauses and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- (D) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted except to the extent that any amendment or modification made after the date of this Agreement would increase or alter the liability of the Provider or the Recipient under this Agreement;
- (E) references to a “**company**” shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (F) references to a “**person**” shall be construed so as to include any individual, firm, company, government, state or agency of a state or any joint venture, association or partnership (whether or not having separate legal personality);
- (G) the expressions “**holding company**”, “**subsidiary**” and “**wholly-owned subsidiary**” shall have the meaning given in the Companies Act 2006;
- (H) references to writing shall include any modes of reproducing words in a legible and non-transitory form;
- (I) references to times of the day are to London time and references to a month are to a calendar month;
- (J) references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official, or any legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English legal term; and
- (K) unless specified to the contrary, references to “indemnify” and “indemnifying” any person against any circumstance include indemnifying and keeping him harmless on an after-Tax basis from all actions, claims, demands and proceedings from time to time made against that person and all liabilities, loss, damages, payments, costs and expenses made or incurred by that person to the extent that they arise directly in consequence of that circumstance.

2. Transitional services

- 2.1 The Provider is entering into this Agreement for and on behalf of itself and as agent for each other relevant member of its Group that is to provide any of the Transitional Services under this Agreement (each of the Provider and each such member of the Provider’s Group being a “**Provider Group Member**”) and the Recipient is entering into this Agreement for and on behalf of itself and as agent for each other member of its Group that is nominated by the Recipient from time to time to receive any of the Transitional Services under this Agreement (each of the Recipient and each such member of the Recipient’s Group being a “**Recipient Group Member**”).
- 2.2 In consideration of the payment of the Service Charges by the Recipient (on behalf of the relevant Recipient Group Member) in accordance with Clause 10, and subject always to Clause 7.4, the relevant Provider Group Member shall provide each of the Transitional Services as set out in this Agreement to such Recipient Group Member as the Recipient may direct for the applicable Service Period on the terms and subject to the conditions of this Agreement.
- 2.3 Where a Provider Group Member other than the Provider is obliged to provide any of the Transitional Services or perform any other obligation under this Agreement, the Provider shall procure and ensure that the relevant Provider Group Member complies with the obligations which are expressed to be obligations of the relevant Provider Group Member under this Agreement. Where a Recipient Group Member (other than the Recipient) is entitled to receive any of the Transitional Services under this Agreement or obliged to perform any obligation under this Agreement, the Recipient shall procure and ensure that the relevant Recipient Group Member complies with the obligations which are expressed to be obligations of the relevant Recipient Group Member under this Agreement.
- 2.4 The Recipient acknowledges the intention of both parties to this Agreement is that, for those Transitional Services which do not have a Service Period, this Agreement is to be a temporary arrangement only and, accordingly, undertakes to use its reasonable endeavours to arrange provision either in-house or by a third party of equivalent or alternative services to the applicable Transitional Services as soon as reasonably possible and to serve notice on the Provider to terminate the relevant provisions of this Agreement in accordance with Clause 22.3 promptly following commencement of such replacement services.
- 2.5 Subject to Clauses 3, 4, and 5, if there are any agreements or contractual arrangements with third parties which have been entered into by any Provider Group Member or by any Recipient Group Member in relation to matters which affect both the Provider’s Group and the Indivior Business or have been entered into by both a Provider Group Member and Recipient Group Member each in respect of its respective business (a “**Group Contract**”) then the Provider (on behalf of the Provider Group Members) and the Recipient (on behalf of the Recipient Group Members) shall co-operate fully to procure, so far as is practicable or desirable to both and PROVIDED THAT such agreement or contractual arrangement does not form the basis of a Transitional Service, that such Group Contracts are terminated as soon as possible and replaced by such separate agreements or contractual arrangements as may be considered necessary or appropriate between such third parties on the one hand and the relevant Provider Group Member and Recipient Group Member on the other hand.

3. **Dutch Distribution Agreement and Swiss Distribution Agreement**
- 3.1 The Provider and Recipient agree that the Dutch Distribution Agreement and the Swiss Distribution Agreement shall continue in full force and effect until such time as each of those agreements are terminated in accordance with the terms and conditions set out therein.
- 3.2 On termination of the Dutch Distribution Agreement or the Swiss Distribution Agreement, the provisions of Clauses 19.7 and 19.8 (Wrong Pocket) of the Demerger Agreement shall apply with respect to any property, business or other assets that are in the ownership (or, in the case of rights in business information, possession) of such Provider Group Members and Recipient Group Members as are party to the relevant agreement.
4. **Detailing Agreements and associated agreements**
- 4.1 The Provider (on behalf of the relevant Provider Group Member) and the Recipient (on behalf of the relevant Recipient Group Member) shall procure that each of the Detailing Agreements be terminated in each case as soon as reasonably practicable following the occurrence of the following events and in accordance with Clause 4.2:
- (A) either:
 - (i) the incorporation by the Recipient of a direct or indirect subsidiary company in the relevant jurisdiction; or
 - (ii) the Recipient setting up a branch in the relevant jurisdiction; or
 - (iii) the Recipient entering into an agreement with a third party distributor pursuant to which that third party distributor will operate and manage the distribution of the Products on behalf of the Recipient in the relevant jurisdiction (any of (i), (ii) and (iii) being the “**Recipient’s Local Representative**”); and
 - (B) the approval by the local regulatory authorities in the relevant jurisdiction of the Recipient’s Local Representative as an appropriate party to perform the necessary sales and marketing services, including but not limited to, as appropriate, the transfer of the relevant Marketing Authorisation (if applicable), the granting of appropriate wholesale dealers licences and controlled drugs licences (if applicable) and confirmation that the Recipient’s Local Representative has appropriate quality management systems and security arrangements and storage of Products in relation to marketing and selling the Products (if applicable); and
 - (C) the Recipient’s Local Representative has appropriate management systems in place, including but not limited to the management of the activities performed under the Detailing Agreement,
- each such event a “**Trigger Event**”.

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- 4.2 The Recipient shall use its reasonable endeavours to procure that the Trigger Events occur in respect of each of the Detailing Agreements as soon as reasonably practicable after the Commencement Date.
- 4.3 The Recipient shall provide written confirmation to the Provider within 10 Business Days of the occurrence of a Trigger Event as applicable for each of the Detailing Agreements. Upon receipt by the Provider of the notification from the Recipient confirming that the last Trigger Event has occurred in respect of one of the Detailing Agreements, that Detailing Agreement may be terminated by either party providing no less than (unless otherwise agreed in writing) one month’s written notice to the other and in any event each Detailing Agreement shall be terminated no later than six months following the occurrence of the last Trigger Event relating to that Detailing Agreement.
- 4.4 For the avoidance of doubt, each of the Technical Agreements (subject to Clause 4.6) and Safety Data Exchange Agreements relating to each of the Detailing Agreements shall terminate in accordance with their terms (except to the extent set out in clause 4.5) at the same time as the relevant Detailing Agreement is terminated in accordance with this Clause 4.
- 4.5 Notwithstanding the termination of the Safety Data Exchange Agreements in accordance with Clause 4.4, the relevant Provider Group Company shall continue to perform all its pharmacovigilance obligations as set out in the Safety Data Exchange Agreements, which, by their nature, are intended to survive in order for the Recipient to comply with applicable legal and regulatory pharmacovigilance requirements.
- 4.6 In respect of the Technical Agreement set out in paragraph 2.1 of Schedule 5 in relation to Taiwan that has been entered into between RB Pharmaceuticals Limited, Reckitt Benckiser (Taiwan) Limited and Zuellig Pharma Inc. the parties acknowledge that: (i) Reckitt Benckiser (Taiwan) Limited’s obligations under such Technical Agreement shall, save as set out in (ii) below, terminate when Reckitt Benckiser (Taiwan) Limited ceases to be the Marketing Authorisation holder for the relevant products and therefore the parties shall procure that RB Pharmaceuticals Limited and Reckitt Benckiser (Taiwan) Limited use all reasonable endeavours to obtain Zuellig Pharma Inc.’s consent to terminate such Technical Agreement with full effect from such transfer; and (ii) notwithstanding the termination set out in (i) above, Reckitt Benckiser (Taiwan) Limited shall continue to perform all its pharmacovigilance obligations as set out in such Technical Agreement, which, by their nature, are intended to survive in order for the parties thereto to comply with applicable legal and regulatory pharmacovigilance requirements.
- 4.7 On termination of each Detailing Agreement, the provisions of Clauses 19.7 and 19.8 (Wrong Pocket) of the Demerger Agreement shall apply with respect to any property, business or other assets that are in the ownership (or, in the case of rights in business information, possession) of such Provider Group Members or Recipient Group Members as are party to such agreement.
- 4.8 The Provider and the Recipient shall procure that, on or before the Commencement Date, clause 3 in each of the Detailing Agreements (setting out the fees to be paid by the relevant Recipient Group Member to the relevant Provider Group Member pursuant to the terms of each such Detailing Agreement) shall be amended to read as

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follows: “The fee for the Services will be the direct costs of the Provider’s staff providing the Services (including salaries, benefits (including car allowance), pension contributions, and all associated costs payable by the Provider to its staff, or to any tax or similar authorities in respect of such staff) plus a profit mark up on such costs of [***]%, together with a fee to cover indirect costs calculated in accordance with the Service Charges set out in Schedule 1 of the Transitional Services Agreement between Reckitt Benckiser PLC and RBP Global Holdings Limited dated on or around 23 December 2014”.

- 4.9 If the relevant Recipient Group Member needs to or continues to occupy relevant Premises after the termination of the relevant Detailing Agreement, the provision of the relevant Licence, ancillary office services and their cost shall be on terms (including as to Service Charges) as set out in Schedule 1.
- 4.10 The Provider and the Recipient shall procure that, on or before the Commencement Date, clause 4(1) in each of the Detailing Agreements (setting out the invoicing arrangements for fees under such Detailing Agreement) shall be amended to read as follows: “The Provider shall submit invoices for the Fee monthly, in arrears, on the last business day of each month in respect of the Services provided since the previous invoice”.
- 4.11 As regards the Detailing Agreement set out in paragraph 1.1 of Schedule 5 in relation to Slovenia, the Recipient and the Provider shall procure that RB Pharmaceuticals Limited and Reckitt Benckiser (Magyarország) Kft (respectively) enter into a detailing agreement as soon as reasonably practicable with an effective date of 1 October 2014 substantially on the terms of the draft agreement, a copy of which has been initialled by the parties and marked “A” for the purposes of identification.
- 4.12 As regards the Safety Data Exchange Agreement set out in paragraph 1.1 of Schedule 5 in relation to Slovenia, the Recipient and the Provider shall procure that RB Pharmaceuticals Limited and Reckitt Benckiser (Magyarország) Kft (respectively) enter into a safety data exchange agreement as soon as reasonably practicable with an effective date of 1 October 2014 on substantially the same terms as the Safety Data Exchange Agreement set out in paragraph 1.1 of Schedule 5 in relation to Spain.
- 4.13 As regards the Safety Data Exchange Agreement set out in paragraph 2.1 of Schedule 5 in relation to China, the Recipient and the Provider shall procure that RB Pharmaceuticals Limited and Reckitt Benckiser Household Products (China) Co. Limited (respectively) enter into a safety data exchange agreement as soon as reasonably practicable substantially on the terms of the draft agreement, a copy of which has been initialled by the parties and marked “B” for the purposes of identification.
- 4.14 As regards the Detailing Agreement set out in paragraph 1.1 of Schedule 5 in relation to Portugal, the Recipient and the Provider (i) acknowledge that each of RB Pharmaceuticals Limited and Reckitt Benckiser Healthcare Portugal LDA are performing their obligations, and (ii) shall procure that each of RB Pharmaceuticals Limited and Reckitt Benckiser Healthcare Portugal LDA (respectively) continue to perform their obligations, in accordance with the terms of an unsigned detailing agreement dated 1 July 2010, a copy of which has been initialled by the parties and marked “C” for the purposes of identification. Notwithstanding the above, the

Recipient and the Provider shall procure that RB Pharmaceuticals Limited and Reckitt Benckiser Healthcare Portugal LDA (respectively) enter into a detailing agreement as soon as reasonably practicable with an effective date of 1 January 2011 on the same terms as the unsigned detailing agreement.

5. Supply agreements

- 5.1 The Provider and Recipient agree that the Existing Supply Agreement shall continue in full force and effect until but excluding Plant Day, at which point (i) the Existing Supply Agreement shall terminate with immediate effect, (ii) the relevant Provider Group Member shall no longer be responsible for the production of the API at the FCP and (iii) the consequences of termination shall be governed in accordance with the terms and conditions set out therein.
- 5.2 The Provider and Recipient agree that the each of the parties’ relevant obligations set out in the Copacker Supply Agreement shall commence on Plant Day. For the avoidance of doubt, the relevant Provider Group Member shall only be responsible for the manufacture of the Products on behalf of the Recipient, such manufacturing to be governed by the terms of the Copacker Supply Agreement, and not responsible for the manufacture of the API or any other raw materials required to produce the Products.

6. Marketing Authorisations

- 6.1 The transfer or re-registration of the Marketing Authorisations shall take place and each of the parties shall perform their respective obligations in relation to such transfers or re-registrations, subject to and in accordance with the terms of Schedule 6.
- 6.2 The parties acknowledge that the transfer of the Marketing Authorisations to the relevant Recipient Group Member (or such third party as the relevant Recipient Group Member may direct) may be subject to the approval of applicable Governmental Entities, and that, notwithstanding anything in this Agreement to the contrary, they shall continue to be held by the relevant Provider Group Member from the Commencement Date until the relevant Marketing Authorisation Transfer Date or Marketing Authorisation Re-Registration Date (as applicable).

7. Third Party Consents

- 7.1 With effect from the Commencement Date, each Provider Group Member shall use all reasonable endeavours promptly to obtain and maintain (in each case, to the extent not already obtained) for the applicable Service Period such consents, licences, permits, approvals or any agreements of Third Party Providers as are required for the performance of its obligations under this Agreement and for the Recipient Group Members to receive the full benefit of the Transitional Services (the “**Third Party Consent**”) and the Recipient Group Member will provide reasonable assistance in connection therewith.

7.2 The Provider shall notify the Recipient in writing of each such Third Party Consent and the terms thereof within 5 Business Days of the later of the date of this Agreement or the receipt by the relevant Provider Group Member of such consent.

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7.3 The Costs of any Third Party Consents shall be borne by the Recipient. Each Provider Group Member shall use reasonable endeavours to ensure that the costs associated with the acquisition of any such Third Party Consent are minimised to the fullest extent reasonably practicable.

7.4 Subject to Clause 7.5, no Provider Group Member shall be obliged to provide any Transitional Service in respect of which any Third Party Consent:

- (A) has not been obtained or been refused or revoked (provided and to the extent that it has used all reasonable endeavours in accordance with Clause 7.1 (or clause 17 (Third Party Consents) of the Demerger Agreement as applicable) to obtain and maintain such Third Party Consent), but only to the extent that provision of such Transitional Service would cause the applicable Provider Group Member to be in breach of the Contract to which the Third Party Consent relates; or
- (B) the terms of which have been breached (and not remedied within any applicable period for remedy) by the relevant Recipient Group Member (other than where such breach (i) arises in circumstances in which the Provider did not inform the Recipient of the Third Party Consent and the terms thereof or (ii) was caused by an act or omission of a Provider Group Member),

and, subject to Clause 22.6, this Agreement shall terminate forthwith without liability on the part of the Provider Group Member in respect of that Transitional Service, but only to the extent that provision of such Transitional Service would cause the applicable Provider Group Member to be in breach of the Contract to which the Third Party Consent relates.

7.5 If, following negotiations between the Provider and a Third Party Provider, the Provider fails to obtain a Third Party Consent by the date which is one calendar month after the Commencement Date, the Provider shall notify the Recipient of this fact as soon as reasonably practicable. Upon such notification, the parties shall use all reasonable endeavours to agree and the Provider shall, as soon as reasonably practicable, put in place interim alternative arrangements such that the relevant Provider Group Member may provide the Transitional Service in accordance with the terms of this Agreement from the Commencement Date, but the Provider shall continue negotiations with the Third Party Provider with a view to obtaining the applicable Third Party Consent as soon as reasonably practicable thereafter. If the Provider fails to obtain the applicable Third Party Consent by the date which is three calendar months after the Commencement Date, the Provider shall notify the Recipient of this fact as soon as reasonably practicable. Upon such notification, the parties shall use all reasonable endeavours to agree and the Provider shall, as soon as reasonably practicable, put in place permanent alternative arrangements (on the same basis as the interim alternative arrangements or otherwise) such that the relevant Provider Group Member may provide the Transitional Service in accordance with the terms of this Agreement from the Commencement Date.

7.6 The Recipient (on behalf of the relevant Recipient Group Member) agrees to indemnify and keep indemnified the Provider Group Member against any expenses, losses, fees, costs and/or liabilities suffered or incurred by the Provider Group Member arising as a result of any Third Party Provider claim against the Provider

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Group Member caused by failure by any Recipient Group Member to perform, or comply with, the terms of any Third Party Consent or with the terms of the agreement or agreements to which that Third Party Consent relates, subject to the Recipient having been notified of such terms, up to a maximum of £[***] in aggregate.

7.7 The Provider (on behalf of the relevant Provider Group Member) agrees to indemnify and keep indemnified the Recipient Group Member against any expenses, losses, fees, costs and/or liabilities suffered or incurred by the Recipient Group Member arising as a result of any Third Party Provider claim against the Recipient Group Member caused by failure by any Provider Group Member to perform, or comply with, the terms of any Third Party Consent or with the terms of the agreement or agreements to which that Third Party Consent relates, up to a maximum of £[***] in aggregate.

7.8 The provisions of Schedule 4 of the Demerger Agreement shall apply in relation to the making of any claim under the indemnities in Clauses 7.6 and 7.7.

8. Change control

8.1 Subject to Clause 8.5, nothing in this Agreement shall require any Provider Group Members (or any Provider Personnel) to provide any additional service or level of service (including, without limitation, capacity levels) to the Recipient Group Members which the Provider Group Members did not provide or procure the provision of to any or all of the Recipient Group Members during the 12 months immediately preceding the Commencement Date.

8.2 Save for minor variations to the Agreement as may be agreed by the parties' Representatives in accordance with Clause 16.2(B), if either party wishes to make any change, addition or deletion to any of the Transitional Services (a "**Change**") the provisions of this Clause 8 shall apply.

8.3 If the Recipient wishes to make any Change, the Recipient shall submit a Change request to the Provider's Representative in respect of that proposed Change.

8.4 Subject to Clause 8.5, upon receipt of a request for a Change by the Recipient under Clause 8.3, the Provider shall (acting reasonably) consider such Change request within 10 Business Days (or such shorter period as may reasonably be requested in the Change request (if any), having regard to the reason for and nature of the requested Change) and if the Provider agrees in principle to such Change, shall provide the Recipient within 20 Business Days after the expiry of the relevant period for consideration (or such shorter period as reasonably requested in the Change request (if any), having regard to the reason for and nature of the requested Change) with a report including (but not limited to) the timing and cost impact upon the provision of any Transitional Services hereunder and a description of any amendments required to the terms of this Agreement (including its Schedules) required to implement such Change (the "Change Impact Statement"). The Recipient shall, within 10 Business Days of receipt of such

- 8.5 Subject to Clause 8.2, if the Recipient makes a Change request under Clause 8.3 within 6 months of Completion which is in respect of a service which was provided to the Recipient Group by the Provider Group at any time in the 12 months immediately preceding Completion but which is not detailed in Schedule 1 (an “**Omitted Transitional Service**”), the relevant Provider Group Member shall, unless not reasonably practicable to do so and subject to any necessary Third Party Consents having been obtained in accordance with Clause 7.1, provide such service to the relevant Recipient Group Members as soon as reasonably practicable following receipt of the Change request and such Omitted Transitional Service shall be deemed to form part of the Transitional Services. Contemporaneously with (and not as a precondition to) the provision of such service, the Provider shall provide a Change Impact Statement to the Recipient as soon as reasonably practicable and in any event within 10 Business Days of receipt of such Change request and the parties agree to negotiate the service charge (to the extent that such charge was not taken into account when calculating the Service Charges for the Transitional Services excluding the Omitted Transitional Service) and service period of the service subject to the Change request in good faith and failing agreement within 10 Business Days of receipt of the Change Impact Statement, the outstanding issues shall be subject to the escalation procedures set out in Clause 16.5.
- 8.6 If the Provider wishes to make any Change the Provider shall submit a Change request to the Recipient’s Representative in respect of that proposed Change and shall include with its Change request a Change Impact Statement. The Recipient shall, within 30 Business Days of receipt of such Change Impact Statement, accept or reject the Change Impact Statement and if no response is received by the Provider from the Recipient within such period, the Change Impact Statement shall be deemed to have been accepted.
- 8.7 The Provider may make a Change in its reasonable discretion and without the consent of the Recipient at any time if such Change would not have an adverse effect on the scope of, or Service Levels for, the relevant Transitional Service (and the Provider shall notify the Recipient of such Change in writing at least 30 days prior to such Change but, for the avoidance of doubt, a Change Impact Statement shall not be required). This Clause 8.7 shall not affect the ability of any Recipient Group Member at its own cost to contract directly with the relevant Third Party Provider (if any) for continued receipt of the relevant Transitional Service(s) at the Service Level. The Recipient hereby agrees that the Provider shall be entitled to participate in such discussions with the Third Party Provider in respect of any such direct contract.
- 8.8 If the parties accept (or are deemed to have accepted) the Change Impact Statement, both parties shall implement the Change. If during the implementation of such Change Impact Statement a technical hindrance occurs, then provided that such technical hindrance (a) was not taken into account in the Change request or the Change Impact Statement and (b) could not reasonably have been known at the time of the Change request or the Change Impact Statement was agreed, the Provider shall amend the Change Impact Statement to reflect any changes to it required to avoid or surmount the hindrance and the last sentence of Clause 8.4 shall apply to such amended Change Impact Statement.
- 8.9 Unless otherwise agreed in any Change Impact Statement, the Costs of implementing any Change to this Agreement (other than costs of changes to be borne by the

Recipient where contracting directly with a Third Party Provider in accordance with the proviso in Clause 8.7) shall be borne by the requesting party.

9. Service Levels

- 9.1 Subject to the other provisions of this Clause 9 and Clause 8.7, the Provider Group Members shall:
- (A) provide each of the Transitional Services to the Recipient Group Members with reasonable skill and care and in each case at least in a manner consistent with, and (without prejudice to the Provider’s rights under Clause 8.7) to a standard and scope which are in all material respects equivalent to those to which such Transitional Service was provided by the Provider Group Members to the Indivior Business during the 12 month period prior to the Commencement Date; and
 - (B) not allocate resources in a manner that favours or gives priority to a Provider Group Member’s use of resources (for themselves or other persons to whom they provide services) over uses of such resources to provide the Transitional Services or otherwise deprioritise the allocation of resources used to provide the Transitional Services to the Recipient Group Members.
- 9.2 The Provider Group Members shall comply with all applicable laws and regulations in the provision of the Transitional Services.
- 9.3 Notwithstanding Clause 9.1 and subject to Clause 8, the Service Levels applicable to the Transitional Services provided by the Provider Group Members under Contracts entered into prior to the Commencement Date shall be the service levels as set out in such Contract, if applicable, insofar as such service levels relate to the Transitional Services. Nothing in the preceding sentence shall operate to limit any Provider Group Members’ obligation to meet the Service Levels that relate to Transitional Services in respect of any Contract that is entered into after the Commencement Date.
- 9.4 If any Transitional Service fails to comply with the Service Levels set out in this Clause 9 or Schedule 1, the Recipient, on behalf of the relevant Recipient Group Member, shall notify the Provider in writing of such non-compliance, specifying in reasonable detail the particular non-compliance. Without limiting its obligations under this Agreement, the relevant Provider Group Member shall promptly re-perform the applicable Transitional Service. If, after 10 Business Days of notice to the Provider, the applicable Transitional Service continues to fail to meet the applicable Service Levels, without prejudice to any other right or remedy of the Recipient, the Recipient may:
- (A) formally notify the appropriate Provider Representative in writing of such non-compliance, specifying in reasonable detail the particular non-compliance. The respective Representatives shall then determine the course of action in accordance with the provisions set out in Clause 16; and/or

- (B) obtain and/or require the Provider to, and procure that the Provider Group Members, cooperate promptly and in good faith in obtaining an alternative

means of providing such Transitional Service or affected component thereof; and/or

- (C) suspend payment of the Service Charges for the period during which such Transitional Service fails to meet the applicable Service Levels.

If as a consequence of such failure the date of completion of migration of a Transitional Service is after the Expiry Date for such Transitional Service then, without prejudice to any other right or remedy of the Recipient, the parties shall, acting reasonably and in good faith, agree an extension to the Expiry Date for such Transitional Service.

- 9.5 Any Costs incurred by the Provider and the Recipient under Clause 9.4 (subject to the limitations set out in Clause 23, where applicable) in:

- (A) reperforming such Transitional Services;
- (B) restoring such Transitional Services or such affected component thereof; or
- (C) obtaining an alternative source of such Transitional Services or such affected component thereof,

shall be borne by the relevant Provider Group Member and Recipient Group Member in proportion to which each was responsible for the non-compliance and, failing agreement as to their respective proportions, such dispute shall be escalated in accordance with Clause 16.5.

10. Service Charges and fees

- 10.1 With effect from the Commencement Date, each relevant Provider Group Member shall provide each relevant Recipient Group Member with an invoice in respect of Service Charges (and any Costs relating thereto to the extent the relevant Provider Group Member is permitted to invoice a Recipient Group Member therefor under this Agreement) for each quarter, in arrear, on the last Business Day of each quarter, in each case which shall, subject to Clause 10.5, be due and payable by the relevant Recipient Group Member no later than 30 days from the relevant invoice date by way of credit transfer to the relevant Provider Group Member's bank account as stated on the invoice. In the event that any Provider Group Member's invoice remains unpaid after 30 days from the relevant invoice due date, the relevant Provider Group Member shall forward such invoice to the Provider who shall notify the Recipient (on behalf of the relevant Provider Group Member) of such non-payment and the Recipient (on behalf of the relevant Recipient Group Member) shall pay any outstanding sums owed pursuant to that invoice to the Provider's bank account as stated on the invoice immediately and in any event within 10 Business Days of the date of receipt of said invoice.
- 10.2 Each invoice submitted by the relevant Provider Group Members pursuant to Clause 10.1 or in respect of Costs to the extent permitted under this Agreement shall include a breakdown of the Service Charges or Costs (as applicable) being invoiced.
- 10.3 In respect of each Transitional Service, during the term of this Agreement and for a period after the termination of the relevant Transitional Service, such period being as

required in accordance with the Provider's document retention policy, each Provider Group Member shall:

- (A) keep or cause to be kept such records as are reasonably necessary to show the basis for calculation of the Service Charges relating to the provision of that Transitional Service and all Costs of the Provider under this Agreement; and
- (B) grant reasonable access to the relevant Recipient Group Member and its professional advisers to such records for the purpose of verifying the accuracy of any invoice for that Transitional Service or Costs (as applicable).

- 10.4 If a verification carried out pursuant to Clause 10.3(B) identifies that:

- (A) any Recipient Group Member has been overcharged for any Services or other item provided under this Agreement or any Costs, the Provider (on behalf of the relevant Provider Group Member) shall promptly upon written demand from the Recipient pay to the Recipient (on behalf of the relevant Recipient Group Member) the amount overpaid together with interest thereon in accordance with Clause 10.7 mutatis mutandis; and
- (B) any Recipient Group Member has been undercharged for any Services or other item provided under this Agreement or any Costs, the Recipient (on behalf of the Recipient Group Member) shall promptly upon written demand from the Provider pay to the Provider (on behalf of the relevant Provider Group Member) the amount underpaid.

- 10.5 If a Recipient Group Member reasonably believes that it has received an incorrect invoice, it shall within 20 Business Days of receipt of such invoice notify the Recipient who shall then, on behalf of the relevant Recipient Group Member, notify the Provider in writing stating the reason or reasons why it believes the invoice to be incorrect (provided that the Recipient shall pay to the Provider in accordance with Clause 10.1 any part of the amount of such invoice which is not in dispute).

- 10.6 On receipt by the Provider of a notice of a disputed invoice (or part thereof) pursuant to Clause 10.5, the Provider and the Recipient shall thereafter consult promptly with respect to the portion of the invoice that is in dispute and if necessary follow the procedures set out in Clause 16. Upon resolution of the dispute, the Recipient shall pay any remaining amount that is properly due and owing under the invoice and interest on that amount

at 1 per cent. above the base rate of the Bank of England which interest shall accrue from the date on which such sums become due until payment whether before or after judgment.

- 10.7 Notwithstanding Clause 10.6, if the relevant Recipient Group Member disputes an amount of any invoice from the relevant Provider Group Member of less than £[***], the relevant Recipient Group Member shall pay the invoice in full, and notify the relevant Provider Group Member of the dispute in accordance with Clause 10.5. The relevant Recipient Group Member and the relevant Provider Group Member shall thereafter consult promptly with respect to the portion of the invoice that is in dispute and if necessary follow the procedures set out in Clause 16. Upon resolution of the dispute, if the relevant Recipient Group Member paid money to the relevant Provider Group Member in excess of the amount properly due and owing, the relevant Provider

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Group Member shall reimburse the relevant Recipient Group Member such amount within 10 days of the date of resolution of the dispute together with interest on that amount at a rate of [***] per cent. above the base rate of the Bank of England (save in respect of disputed amounts subject to Clause 10.5) which interest shall accrue from the date on which such sums were paid by the relevant Recipient Group Member to the relevant Provider Group Member until reimbursement in accordance with this Clause 10.7.

- 10.8 If the relevant Recipient Group Member fails to make payment in accordance with this Clause 10.8:
- (A) the relevant Recipient Group Member shall pay interest on such part (if any) of the overdue Service Charges as is not the subject of a bona fide dispute (save in respect of disputed amounts subject to Clause 10.5) to the Provider at a rate of [***] per cent. above the base rate of the Bank of England which interest shall accrue from the date on which such sums become due until payment; and
 - (B) where the whole or any part of such payment is not the subject of a bona fide dispute (save in respect of disputed amounts subject to Clause 10.7) and remains unpaid for a period of more than 30 days after the due date, the Provider Group Members shall be entitled to suspend performance of the Transitional Services (or any of them) until the date of receipt of the relevant Service Charges and any interest payable pursuant to Clause 10.8(A) by the relevant Provider Group Member.

- 10.9 Any sum payable under this Agreement by the Recipient:

- (A) shall be paid by the Recipient on its own behalf to the extent that the sum relates to a Transitional Service which the Recipient receives, and on behalf of the relevant other Recipient Group Member to the extent that the sum relates to a Transitional Service received by another Recipient Group Member; and
- (B) shall be received by the Provider on its own behalf to the extent that the sum relates to a Transitional Service which the Provider provides, and on behalf of the relevant other Provider Group Member to the extent that the sum relates to a Transitional Service provided by another Provider Group Member.

- 10.10 Each sum payable under this Agreement by a Recipient Group Member to a Provider Group Member is exclusive of any amounts in respect of VAT chargeable on the supply for which that sum is the consideration. If anything done by a Provider Group Member pursuant to this Agreement constitutes, for VAT purposes, the making of a supply to a Recipient Group Member and VAT is or becomes chargeable on that supply (i) the supplier of that supply shall issue a valid VAT invoice to the recipient of that supply; and (ii) the recipient of the supply shall pay to the supplier, in addition to any amounts otherwise payable under this Agreement, an amount equal to any amount of VAT so chargeable for which the supplier is liable to account. If there is subsequently any adjustment to the consideration for the relevant supply:

- (A) where the adjustment is upward: (i) the supplier shall issue a valid additional or revised VAT invoice; and (ii) the recipient will pay to the supplier an

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amount equal to any additional VAT arising in respect of the supply for which the supplier is liable to account; and

- (B) where the adjustment is downward (i) the supplier shall issue a valid VAT credit note or a revised VAT invoice; and (ii) the supplier will pay to the recipient an amount equal to any reduction in the VAT arising in respect of the supply for which the supplier is liable to account.

- 10.11 Any fees, costs and expenses incurred by a Provider Group Member in providing any of the Transitional Services and charged to a Recipient Group Member under this Agreement shall not include any amount paid in respect of VAT where that amount is recoverable by the relevant Provider Group Member or another member of the same VAT group as the relevant Provider Group Member.

- 10.12 All payments under this Agreement will be made without withholding or deduction for or on account of Tax unless the person making the payment (the "Payor") is required by applicable law in any jurisdiction to make such payment to the person receiving the payment (the "Payee") subject to any such withholding or deduction. In that event (and except to the extent that the sum payable constitutes interest), the Payor shall be obliged to pay to the Payee such sum as will, after the deduction or withholding has been made, leave the Payee with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

- 10.13 If the Payor makes an increased payment pursuant to Clause 10.12 and the Payee determines that:

- (A) a Tax credit, repayment or other Tax benefit is attributable to the increased payment; and
- (B) the Payee has obtained, utilised and retained that Tax credit, repayment or other Tax benefit,

the Payee shall pay an amount to the Payor which the Payee determines will leave it (after that payment) in the same after-Tax position as it would have been in had no such deduction or withholding as is referred to in Clause 10.12 been required to be made by the Payor.

10.14 All amounts payable to a party under this Agreement shall be paid in the local currency of the relevant payee and in immediately available funds.

11. Access to equipment and property

No Recipient Group Member shall cause damage other than fair wear and tear to any of the equipment or property owned or leased by the Provider Group Members (including equipment, conduits, pipes, cables and the like) to which the Recipient Group Members are given access pursuant to the terms of this Agreement or which is used by the Recipient Group Members for, or in connection with, the provision of the Transitional Services by the Provider Group Members pursuant to this Agreement.

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12. Access and information

12.1 Each Provider Group Member and Recipient Group Member shall (at its own expense) provide to the relevant Recipient Group Member or Provider Group Member (as applicable) and to such persons' contractors, agents and employees (including, for the avoidance of doubt, personnel of any Third Party Provider) with such data, information, records and assistance as the other may reasonably request for the purpose of performing or receiving any Transitional Services or complying with any Provider Group Member reporting obligations and (upon request by the other with reasonable notice) afford the other or the other's contractors, agents or employees (including personnel of any Third Party Provider) with reasonable access to its personnel during Working Hours save that no Provider Group Member shall be required to provide access to such members of the Provider Personnel whom the relevant Provider Group Member does not employ save to the extent that the Provider has access to such Provider Personnel under the terms of the relevant Contract. Such information shall include but is not limited to such financial information as a Provider Group Member or Recipient Group Member may reasonably request in order to prepare its monthly management accounts and full year audited accounts, to be provided in such format as was previously adopted by the Provider Group and the Recipient Group.

12.2 Each Provider Group Member and Recipient Group Member undertakes to each Recipient Group Member and Provider Group Member (as applicable) that it will comply with, and shall procure that its or their contractors, agents and employees will comply with:

- (A) applicable regulatory regimes setting out the standards for IT Systems imposed by the UK Medicines and Healthcare Products Regulatory Agency, and equivalent regimes for businesses operating in the pharmaceutical industry including, without limitation, the European Commission's guidance on Good Manufacturing Practice published in Volume 4 of The Rules Governing Medicinal Products in the European Union;
- (B) any reasonable security, health and safety and conduct guidelines and other rules and regulations necessary for the provision or, as the case may be, the receipt of any of the Transitional Services; and
- (C) the confidentiality provisions set out in Clause 25.

12.3 Each Provider Group Member and each Recipient Group Member shall use reasonable, industry-standard measures to ensure that no computer virus or other contaminant (including, but not limited to, bugs, worms, logic bombs or trojan horses) is introduced by it or any of its officers, directors, employees, contracts, sub-contractors, agents and other representatives into the IT Systems of any Recipient Group Member or any Provider Group Member (as applicable).

12.4 Each Recipient Group Member shall, and shall procure that each of its contractors, agents and employees will, comply with all requirements in the Codes when accessing the IT Systems of the Provider Group pursuant to this Agreement.

12.5 The Recipient shall:

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- (A) promptly report to the Provider all events (of which it is aware) causing an interruption to or reduction in the quality or availability of the Transitional Services relating to or involving the IT Systems of the Provider Group Members below the applicable service levels under Clause 9; and
- (B) initiate all additions, amendments and deletions of users using the IT Systems of the Provider Group Members in connection with provision of the Transitional Services,

in accordance with the procedures operated by the Recipient Group Members immediately prior to the Commencement Date.

13. Control and Processing of Personal Data

13.1 The Recipient hereby appoints the Provider (on behalf of the Provider Group Members) as a Data Processor unless:

- (A) the Provider and the Recipient otherwise agree in writing that, in respect of certain of the Recipient Group Members' Personal Data, the Provider or, as applicable, one of the Provider Group Members is a Data Controller in respect thereof; or
- (B) the Provider or, as applicable, one of the Provider Group Members are deemed to be a Data Controller in respect of certain of the Recipient Group Members' Personal Data by Data Protection Applicable Law,

in which case the Provider or, as applicable, one of the Provider Group Members shall be a Data Controller in respect of such Recipient Group Members' Personal Data.

- 13.2 If, with respect to certain of the Recipient Group Members' Personal Data, the Provider or one of the Provider Group Members is not a Data Controller:
- (A) each Provider Group Member shall only Process such Recipient Group Members' Personal Data in accordance with the Recipient's instructions (and shall keep a written record of such instructions and the Processing carried out thereto);
 - (B) the Provider Group Members' shall not transfer any of such Recipient Group Members' Personal Data which is subject to the Data Protection Directive other than to an Adequate Country or US Safe Harbour Entity without the Recipient's prior written consent;
 - (C) if any Provider Group Member intends to Process such Recipient Group Members' Personal Data which is subject to the Data Protection Directive outside of an Adequate Country and that Processing is not to be carried out by a US Safe Harbour Entity, the relevant Provider Group Member shall enter into a further contract with the relevant Recipient Group Member consisting of the standard contractual clauses set out in the annex to European Commission Decision 2010/87/EU before any such processing takes place; and

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- (D) where Processing of any such Recipient Group Members' Personal Data by or on behalf of the Provider Group Members is required by Data Protection Law, the Provider shall:
 - (i) give the Recipient reasonable notice prior to taking such action;
 - (ii) take the minimum action required to comply with Data Protection Law, unless prior written consent to further action is given by the Recipient; and
 - (iii) comply with all reasonable requests from the Recipient in relation to such action.

- 13.3 If, in respect of certain of the Recipient Group Members' Personal Data the Provider or one of the Provider Group Members is a Data Controller pursuant to Clause 13.1:

- (A) the Provider (on behalf of the relevant Provider Group Member) shall ensure that neither it nor any of the Provider Group Members nor any person on its behalf Processes such Recipient Group Members' Personal Data in a manner incompatible with the purposes for which such Recipient Group Members' Personal Data was collected;
- (B) the Provider (on behalf of the relevant Provider Group Member) shall take appropriate ongoing measures to ensure that such Recipient Group Members' Personal Data is accurate and up-to-date;
- (C) the Provider shall procure that each Provider Group Member shall comply with all obligations it may have under Data Protection Law as a result of being a Data Controller; and
- (D) if each Provider Group Member intends to process such Recipient Group Members' Personal Data which is subject to the Data Protection Directive outside of an Adequate Country and that Processing is not to be carried out by a US Safe Harbour Entity, the relevant Provider Group Member shall enter into a further contract with the relevant Recipient Group Member consisting of the standard contractual clauses set out in the annex to European Commission Decision 2004/915/EC before any such processing takes place.

- 13.4 In any case, the Provider shall ensure that any Recipient Group Members' Personal Data held by or on behalf of the Provider Group Members or any Third Party Data Protection Provider:

- (A) is used only (i) for the purposes of fulfilling the Provider Group Members' obligations under this Agreement or (ii) required by Data Protection Law;
- (B) is not retained for any longer than is (i) strictly necessary for the purposes of fulfilling the Provider's obligations under this Agreement or (ii) as required by Data Protection Law;
- (C) is promptly updated on request by the Recipient.

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- 13.5 Where a Provider Group Member collects Personal Data on behalf of the Recipient Group Members from a Data Subject or transfers Personal Data to the Recipient, that Provider Group Member shall:

- (A) at the time of collection (or in the case of a transfer to the Recipient Group Members, prior to the transfer), inform the Data Subject of:
 - (i) the identity of the Provider and the Recipient;
 - (ii) the purposes (as agreed with the Recipient) for which the Personal Data will be Processed;
 - (iii) the recipients or categories of recipients (as agreed with the Recipient) of the Personal Data;

- (iv) whether providing the Personal Data is obligatory or voluntary, including the possible consequences of a failure to provide the Personal Data;
 - (v) the method by which the Data Subject can access and require rectification of the Personal Data; and
 - (vi) such other information as Data Protection Applicable Law may require or codes of practice or guidance issued by the relevant data protection regulator may recommend;
- (B) unless otherwise agreed between the Provider and the Recipient, obtain the freely given, specific and informed consent (which in the case of Sensitive Personal Data must also be explicit consent) of the Data Subject to the Processing of such Personal Data for the stated purposes; and
- (C) take all reasonable steps to ensure the Personal Data collected is, and remains, accurate.

13.6 Each Provider Group Member and Recipient Group Member undertakes to take all appropriate technical and organisational measures against accidental loss or destruction of, or damage to, the Recipient Group Members' Personal Data and to the extent reasonably practicable keep all of the Recipient Group Members' Personal Data (in the case of the Provider Group Member) and the Provider Group Members' Personal Data (in the case of the Recipient Group Members) separate from its Personal Data.

13.7 If, and to the extent that, the provisions of this [Clause 13](#) and/or this Agreement are insufficient to satisfy Data Protection Applicable Law in a relevant jurisdiction, the Provider and the Recipient shall amend this [Clause 13](#) or this Agreement to the extent required to satisfy such Data Protection Applicable Law.

14. Consultation

14.1 The Recipient Group Members shall be entitled to consult the Provider Group Members where access to the Provider Group Members' knowledge and resource is reasonably necessary for a proper understanding to establish the separate services,

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including but not limited to accounting services and systems, legal and company secretarial services, tax audits and IT Systems, and the Provider Group Members shall provide such assistance and support in respect of such services.

14.2 In addition to complying with the specific obligations set out in [Schedule 3](#), the Representatives agree to work together in good faith to establish appropriate objectives and timeframes in order to achieve Complete Separation across all business functions by the second anniversary of the date of this Agreement.

15. Unauthorised Use

15.1 Each Recipient Group Member shall not, and shall procure that none of its or their officers, directors, employees, contractors, sub-contractors, agents and other representatives shall, commit any act of Unauthorised Use and the Recipient Group Member shall use reasonable endeavours to ensure that any such third parties do not commit any act of Unauthorised Use and shall at all times use its reasonable endeavours to comply with generally accepted industry standard security procedures.

15.2 In the event of any breach of [Clause 15.1](#), the relevant Provider Group Member shall be entitled (without liability to the Recipient Group Members) to immediately temporarily suspend the access of the officers, directors, employees, contractors, sub-contractors, agents or other users of the Recipient Group Members engaged in the Unauthorised Use in question to such parts of the relevant Provider Group Members' IT Systems as the relevant Provider Group Member, in its reasonable opinion based on the information available to it at the time, reasonably considers necessary in order to ensure that the Unauthorised Use has ceased and will not recur (a "Security Suspension"), provided that:

- (A) the Provider (on behalf of the relevant Provider Group Member) shall notify the Recipient as soon as is reasonably practicable of any Security Suspension (and where reasonably practicable, in advance of such suspension being implemented), including the estimated period of that suspension;
- (B) the Provider (on behalf of the relevant Provider Group Member) shall, at the same time as the notice referred to in [Clause 15.2\(A\)](#) above, provide the Recipient with reasonable details of the relevant Recipient Group Member's breach of [Clause 15.1](#) for the purposes of enabling the Recipient to rectify that breach; and
- (C) the relevant Provider Group Member shall reinstate the relevant access as soon as is reasonably practicable once it is satisfied (acting reasonably) that the Unauthorised Use has ceased and reasonable measures have been taken to ensure that it will not recur.

15.3 In the event of any breach of [Clause 15.1](#) by any of the Recipient Group Members:

- (A) the Recipient (on behalf of the relevant Recipient Group Member) agrees to indemnify and keep indemnified the Provider or the relevant Provider Group Member against any expenses, losses, fees, costs and/or liabilities suffered or incurred by the Provider Group Members arising as a result of any third party

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claim against the Provider Group Member caused by such breach by such Recipient Group Members, up to a maximum of £[***] in aggregate; and

- (B) the Recipient shall ensure that any employee who committed malicious Unauthorised Use will be promptly withdrawn from any role relating to the receipt of any Transitional Services involving the IT Systems of the relevant Provider Group Member under this Agreement.
- 15.4 The Provider (on behalf of the relevant Provider Group Member) agrees to indemnify and keep indemnified the Recipient or the relevant Recipient Group Member against any expenses, losses, fees, costs and/or liabilities suffered or incurred by the Recipient Group Member arising as a result of any third party claim against the Recipient Group Member caused by Unauthorised Use by any Provider Group Member of any of the information or data of the Recipient or the relevant Recipient Group Member contained on a Provider IT System, up to a maximum of £[***] in aggregate.
- 15.5 The provisions of Schedule 4 of the Demerger Agreement shall apply in relation to the making of any claim under the indemnities in Clauses 15.3(A) and 15.4.
- 15.6 Each party shall have in place reasonable security measures to prevent inadvertent unauthorised access to their respective IT Systems by the other party's officers, directors, employees, contractors, sub-contractors, agents and other representatives.
- 16. Service management and escalation**
- 16.1 In accordance with the terms of the Demerger Agreement, a Separation Committee has been formed to oversee the implementation of this Agreement and the Complete Separation of the Indivior Business.
- 16.2 With effect from the date of this Agreement, each of the parties shall appoint a representative (the "**Representative**") who shall be:
- (A) generally responsible for managing the overall performance of that party's obligations under this Agreement;
- (B) authorised to agree to any minor variation to, and/or minor waiver in respect of, this Agreement that may be requested from time to time;
- (C) generally available during (and in exceptional circumstances outside) Working Hours to discuss (whether in person or otherwise) any aspect of this Agreement; and
- (D) responsible for liaising with the Separation Committee on a regular basis to ensure that any additional issues that arise as a result of the Demerger are considered and accounted for in the implementation of this Agreement and the provision of the Transitional Services.
- 16.3 The Provider's Representative shall be the Provider CFO or such other person who directly reports to the Provider CFO as nominated by the Provider CFO and the Recipient's Representative shall be the Recipient CFO or such other person who directly reports to the Recipient CFO as nominated by the Recipient CFO. A party

- may substitute or replace its Representative from time to time (on written notice to the other party) with a person of equivalent business seniority.
- 16.4 Each party shall notify the other of the contact details of its Representative and shall thereafter promptly notify the other of any temporary or permanent change to the contact details of its Representative.
- 16.5 Both parties will develop a robust approach to managing all issues relating to this Agreement. The resolution of any disputes arising in relation to this Agreement shall be as follows:
- (A) by referring the matter in dispute to the operational managers in the first instance;
- (B) if after the expiry of 5 Business Days from such referral the matter remains unresolved, then the matter shall be referred to the Representatives who shall use their respective best endeavours to resolve the dispute in accordance with the intentions behind this Agreement;
- (C) if after the expiry of 5 Business Days from the time such matter in dispute was referred to the Representatives the matter remains unresolved, then the matter shall be referred to the Separation Committee who shall use their respective best endeavours to resolve the dispute in accordance with the intentions behind this Agreement;
- (D) if after the expiry of 10 Business Days from the time such matter in dispute was referred to the Separation Committee the matter remains unresolved, then the matter shall be referred to the CEO of each of the Provider and the Recipient who shall use their respective best endeavours to resolve the dispute in accordance with the intentions behind this Agreement; and
- (E) if after the expiry of 5 Business Days from time to time the matter in dispute was referred to the CEO of each of the Provider and the Recipient the matter remains unresolved, the parties (or the relevant one of them) shall then be entitled to bring legal proceedings.
- 17. Separation**
- 17.1 Each of the Provider Group Members and Recipient Group Members shall perform their respective obligations set out in Schedule 3. Each of the Provider Group Members and Recipient Group Members shall implement and comply with their obligations under each Separation Project Plan (as defined in Schedule 3). The Provider and the Recipient may, acting reasonably, agree in writing to amend or modify a Separation Project Plan from time to time.
- 18. Intellectual Property and rights in and to data and information**
- 18.1 Under this Agreement, neither party shall be granted any rights in respect of the Intellectual Property of the other party, or acquire ownership, in respect of the Intellectual Property of the other party existing as at the date of this Agreement, save as described below.

- 18.2 Each Recipient Group Member hereby grants to each Provider Group Member involved in the provision of any Transitional Services a non-exclusive, terminable, worldwide, royalty-free and non-transferable, sub-licensable (to Provider Personnel) licence of the Intellectual Property, and any rights of data or information (in whatever form or medium), owned by, or licensed to (subject to obtaining any Third Party Consent which contemplates the sub-licence granted in this [Clause 18.2](#)), such Recipient Group Member in the data, information, documents and materials the subject of the Transitional Services, in each case solely to the extent necessary to provide Transitional Services to the Recipient Group Members in accordance with and subject to the terms of this Agreement.
- 18.3 Each Provider Group Member hereby grants to each Recipient Group Member involved in the receipt of any Transitional Services a non-exclusive, perpetual, worldwide, royalty-free, fully paid-up and transferable licence (including the right to sub-licence) of the Intellectual Property (excluding registered trade marks and rights in or in relation to unregistered trade marks) owned by, or licensed to (subject to obtaining any Third Party Consent which contemplates the sub-licence granted in this [Clause 18.3](#)), such Provider Group Member and used in the provision of Transitional Services solely to the extent necessary to receive the same in accordance with, and subject to, the terms of this Agreement and to use and exploit howsoever all data, information, documents and materials generated or processed for the Recipient or Recipient Group Members in providing the Transitional Services.
- 18.4 The Recipient shall own all rights, including, without limitation, Intellectual Property, in and to, all data, information, documents and materials generated or processed for the Recipient or Recipient Group Members by, or on behalf of, each Provider Group Member in providing the Transitional Services. To the extent that by virtue of the foregoing the Recipient is not automatically the owner of all such rights, the Provider and each Provider Group Member hereby assign for nominal consideration to the Recipient all such rights, whether present or arising in the future. For the avoidance of doubt, such rights to be owned by the Recipient under this [Clause 18.4](#) shall not include any Intellectual Property in or to any improvements made by the Provider Group Members in providing the Transitional Services to any Provider Group Member's Intellectual Property (or to the Intellectual Property of any relevant Third Party Provider) as at the date of this Agreement (including, without limitation, improvements to the technology owned by, or licensed (other than by the Recipient or any Recipient Group Member) to, any Provider Group Members and used to provide the Transitional Services).
- 18.5 Without limiting the other terms of this Agreement, the Provider shall provide during the term of this Agreement, as promptly as practicable to the Recipient upon reasonable request from time to time, or otherwise make available to the Recipient and each Recipient Group Member, in a format and manner then in use by the Provider Group generally, copies of all data, information and materials generated, processed and/or stored by the Provider Group Members for the Recipient or Recipient Group Members pursuant to [Clause 18.4](#) in providing the Transitional Services.

19. Property

- 19.1 The Recipient (on behalf of the Recipient Group Members) hereby covenants with the Provider (for itself and on behalf of each Provider Group Member) in the terms of Part C of [Schedule 4](#) in respect of Premises situated within any Property.
- 19.2 For the avoidance of doubt, any Licence granted pursuant to this Agreement is personal to the relevant Recipient Group Member and is not assignable and does not permit the relevant Recipient Group Member to authorise anyone else to use the Premises.
- 19.3 In respect only of the Premises located in Slough (as more specifically described in Part B of [Schedule 4](#)), following receipt by the relevant Recipient Group Member of notice from the Provider or the relevant Provider Group Member that the Landlord has threatened to take action in respect of any breach of the lease pursuant to which the relevant Provider Group Member occupies the Property caused by the creation or continuation of the Licence, the parties shall promptly discuss in good faith and use all reasonable endeavours to agree how to continue to provide accommodation for the Recipient Group Member in Slough for the remainder of the Service Period, which (for the avoidance of doubt) may include the Recipient Group Member relocating to equivalent space and facilities at alternate premises in Slough or the parties negotiating with the Landlord to agree that the Recipient Group Member may continue to occupy the Premises then in occupation.
- 19.4 For the avoidance of doubt, the Provider acknowledges that the Service Charge in respect of the Premises at Slough (as more particularly described in Part B of [Schedule 4](#)) will not be increased by any reduction in the relevant Provider Group Member's headcount at the relevant Property.

20. Personnel

- 20.1 The parties intend and believe that on the cessation of the provision of the relevant (i) services under each of the Detailing Agreements, or (ii) Transitional Services by a Provider Group Member or by any Provider Personnel including without limitation, on the termination of this Agreement, or (iii) services under the Existing Supply Agreement (which is expected to be on Plant Day), each as the case may be, each event shall constitute a service provision change for the purposes of the Regulations, and thus result, through the application of the Regulations, in respect of the relevant Transferring Employees assigned to the provision of such services, in those relevant Transferring Employees listed in [Paragraph 7](#) of Part A of [Schedule 2](#) (together with any additional individuals as agreed in writing by the parties), who were assigned to such services at the date of their cessation, becoming an employee of a Recipient Group Member or any Replacement Service Provider. The parties also intend that:
- (A) on cessation of such relevant (i) services under each of the Detailing Agreements, or (ii) Transitional Services, or (iii) services under the Existing Supply Agreement the relevant Transferring Employees listed in [Paragraph 6](#) of Part B of [Schedule 2](#) (together with any additional individuals as agreed in writing by the parties), who were assigned to such services at the date of their cessation, shall be offered employment by a Recipient Group Member or any

Replacement Service Provider, as their employment would not transfer automatically by operation of law;

- (B) on the occurrence of the Singapore Central Team Trigger Event, the Singapore Central Team shall be offered employment by a Recipient Group Member or any Replacement Service Provider, as their employment would not transfer automatically by operation of law; and
- (C) on the occurrence of the Canadian Employee Trigger Event, the Canadian Employees shall be offered employment by a Recipient Group Member or any Replacement Service Provider, as their employment would not transfer automatically by operation of law.

In each of these circumstances then the provisions in Part A of Schedule 2 shall apply. For the avoidance of doubt, any individual who has ceased to be an employee of a Provider Group Member or ceased to be Provider Personnel prior to a relevant cessation of services or the occurrence of the Singapore Central Team Trigger Event or the Canadian Employee Trigger Event (as the case may be) contemplated by this Clause 20.1 shall not be a Transferring Employee notwithstanding that such individual may be listed in Paragraph 7 of Part A of Schedule 2 or Paragraph 6 of Part B of Schedule 2 at the time of signing this Agreement.

- 20.2 In the event that any employee of a Provider Group Member (other than a Transferring Employee) becomes or alleges that he has become by operation of the Regulations an employee of any member of the Recipient Group or any Replacement Service Provider by virtue of his providing or ceasing to provide services under any of the Detailing Agreements, Transitional Services, the Existing Supply Agreement and/or any of the matters contemplated by this Agreement and/or the occurrence of the Singapore Central Team Trigger Event or the Canadian Employee Trigger Event, then the provisions of Part B of Schedule 2 shall apply.
- 20.3 Each Recipient Group Member shall not, and shall use reasonable endeavours to procure that none of its employees (nor any sub-contractors, agents or visitors of a Recipient Group Member) shall, cause any injury to any person involved in the provision of the services under each of the Detailing Agreements or Transitional Services or the Existing Supply Agreement or in the operation of the business of the Provider Group Members (or of any other party in occupation of the relevant Property) or damage to any of the equipment of the Provider Group Members or other property (including conduits, pipes, cables and the like) to which the Recipient Group Members are given access or which are used by a Recipient Group Member for or in connection with the provision to the Recipient of the services under each of the Detailing Agreements or Transitional Services under this Agreement or the Existing Supply Agreement. The Recipient (on behalf of the relevant Recipient Group Member) shall be responsible for, and shall indemnify the relevant Provider Group Member in respect of, all losses, claims, demands, actions, proceedings, damages, costs or expenses, or other liability arising from any breach or non-observance of the obligations contained in this Clause 20.3.
- 20.4 Each Provider Group Member shall not, and shall use reasonable endeavours to procure that none of its employees (nor any sub-contractors, agents or visitors of a Provider Group Member) shall, cause any injury to any person involved in the receipt

of the services under each of the Detailing Agreements or Transitional Services or the Existing Supply Agreement or in the operation of the business of the Recipient Group Members (or of any other party in occupation of the relevant Property) or damage to any of the equipment of the Recipient Group Members or other property (including conduits, pipes, cables and the like) to which the Provider Group Members are given access or which are used by a Provider Group Member for or in connection with the provision to the Recipient of the services under each of the Detailing Agreements or Transitional Services under this Agreement or the Existing Supply Agreement. The Provider (on behalf of the relevant Provider Group Member) shall be responsible for, and shall indemnify the relevant Recipient Group Member in respect of, all losses, claims, demands, actions, proceedings, damages, costs or expenses, or other liability arising from any breach or non-observance of the obligations contained in this Clause 20.4.

- 20.5 To the extent that the obligations of the Provider in connection with the services under each of the Detailing Agreements or Transitional Services or the Existing Supply Agreement shall be to make available to the Recipient Group Members any Provider Personnel to work under the direct supervision and control of the Recipient Group Members, the Recipient (on behalf of the relevant Recipient Group Member) hereby agrees to indemnify and shall keep indemnified the Provider Group Members from and against any and all loss, damage or liability suffered by such member as a result of any act or omission of such personnel which occurs at a time when such personnel are acting under the direct supervision and control of a Recipient Group Member, other than when such acts or omissions occur at a time when the Provider Personnel are acting outside the scope of their employment or the instructions of the Recipient Group Members or carry out their duties without reasonable skill and care. In such cases, the Provider (on behalf of the relevant Provider Group Member) hereby agrees to indemnify and shall keep indemnified the Recipient Group Members from and against any and all loss, damage or liability suffered by such member as a result of any such act or omission of any Provider Personnel.
- 20.6 The Recipient (on behalf of the Recipient Group Members) undertakes to the Provider (for itself and on behalf of the Provider Group Members) that no Recipient Group Member will within 12 months after the occurrence of (i) the Singapore Central Team Trigger Event, or (ii) the Canadian Employee Trigger Event, or the cessation of the provision of the relevant (i) services under each of the Detailing Agreements or (ii) Transitional Services, or (iii) services under the Existing Supply Agreement, solicit or entice away any person (other than a Transferring Employee) who has been engaged in the provision of the services under the Detailing Agreements, the Transitional Services or the services under the Existing Supply Agreement and is employed in a senior, technical or managerial role or above from the employment of any member of the Provider Group (save where such solicitation or enticement is as a result of a response by such person or persons to advertisements not specifically targeted at such persons or to persons employed by any member of the Provider Group from time to time). For the avoidance of doubt, the 12 month period set out in this Clause 20.6 shall apply in each case from the date of the occurrence of the Singapore Central Team Trigger Event or the Canadian Employee Trigger Event or cessation of each of the relevant services and shall not apply for a 12 month period from the cessation of the last relevant service or, if later, the occurrence of the Singapore Central Team Trigger Event or Canadian Employee Trigger Event.

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- 20.7 The Provider (on behalf of the Provider Group Members) undertakes to the Recipient (for itself and on behalf of the Recipient Group Members) that no Provider Group Member will within 12 months after the occurrence of (i) the Singapore Central Team Trigger Event, or (ii) the Canadian Employee Trigger Event or the cessation of the provision of the relevant (i) services under each of the Detailing Agreements or (ii) Transitional

Services, or (iii) services under the Existing Supply Agreement, solicit or entice away any person who has been engaged in the provision of services under the Detailing Agreements, the Transitional Services or Existing Supply Agreement and is employed in a senior, technical or managerial role or above from the employment of any member of the Recipient Group (save where such solicitation or enticement is as a result of a response by such person or persons to advertisements not specifically targeted at such persons or to persons employed by any member of the Recipient Group from time to time). For the avoidance of doubt, the 12 month period set out in this Clause 20.7 shall apply in each case from the date of the occurrence of the Singapore Central Team Trigger Event or the Canadian Employee Trigger Event or cessation of each of the relevant services and shall not apply for a 12 month period from the cessation of the last relevant service or, if later, the occurrence of the Singapore Central Team Trigger Event or the Canadian Employee Trigger Event.

20.8 The Recipient shall use its reasonable endeavours to procure that both the Singapore

20.9 Central Team Trigger Event and the Canadian Trigger Event occur as soon as reasonably practicable after the Commencement Date.

21. Term

This Agreement shall come into effect on the Commencement Date and, subject to Clauses 22 and 24 below, shall continue in force in respect of each Transitional Service until the applicable Expiry Date and (save as expressly stated in this Agreement) shall terminate on the Expiry Date of the last remaining Transitional Service, save that any Service Period may be extended by any period agreed between the parties in writing.

22. Termination

22.1 Either the Provider or the Recipient may, without prejudice to any other rights or remedies which it may have generally and, in particular, the right to damages, terminate this Agreement forthwith by notice in writing to the other party (the “Defaulting Party”) if:

- (A) the Defaulting Party repudiates this Agreement or is in material breach of this Agreement and such breach, if capable of remedy, is not remedied within 30 days of receiving notice from the first party specifying the breach and requiring the same to be remedied;
- (B) the board of the Defaulting Party proposes, or the Defaulting Party makes, any scheme of arrangement or composition with its creditors and that arrangement is not terminated or discharged within 14 days, save that no right to terminate will arise in respect of any arrangement commenced for the purpose of a solvent amalgamation or reconstruction with the prior consent of the other party (such approval not to be unreasonably withheld or delayed);

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- (C) the Defaulting Party is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or ceases to trade;
- (D) a resolution is passed or a petition presented for the winding-up of the Defaulting Party (and is not withdrawn within 14 days) other than for the purposes of a reconstruction or amalgamation, during the course of which the Defaulting Party remains capable of performing in full its obligations under this Agreement, and the terms of which have previously been approved in writing by the first party (such approval not to be unreasonably withheld or delayed);
- (E) a resolution is passed for the appointment, or the appointment is otherwise made, of a receiver, manager or like person over the whole or any material part of the property or assets of the Defaulting Party or a resolution is passed or a petition presented for the making of an administration order or an administration order is otherwise made in relation to the Defaulting Party; or
- (F) the circumstances set out in Clause 24.3 apply.

22.2 Subject to Clause 22.4, the Recipient may terminate all of the Transitional Services provided in each country, on a country-by-country basis, to the Recipient Group Members on 3 months’ prior written notice to the Provider.

22.3 Subject to Clause 22.4 the Recipient may terminate any of the Transitional Services each on 3 months’ prior written notice to the Provider, without effect on the performance of each of the remaining Transitional Services. For the avoidance of doubt, if the Recipient notifies the Provider of the termination of only one of the Transitional Services, such termination shall not preclude the Provider from performing each of the other remaining Transitional Services until the Expiry Date.

22.4 The Expiry Costs (if any) arising on termination of a Transitional Service pursuant to Clause 22.3 as prior to the relevant Expiry Date shall be borne by the Recipient PROVIDED THAT the Provider has used its reasonable endeavours to minimise the amount of such Expiry Costs.

22.5 In the event that a Recipient Group Member is required to vacate any Leasehold Property following the service of a notice by the Provider (on behalf of the relevant Provider Group Member) under paragraph 12 of Part C of Schedule 4, those of the Transitional Services provided at that Leasehold Property will cease to be provided under this Agreement on vacation of the Premises by the relevant Recipient Group Member in accordance with the terms of paragraph 12 of Part C of Schedule 4.

22.6 In the event of termination pursuant to any provision of this Agreement, all the rights and obligations of the parties shall forthwith cease, except for Clauses 1, 3, 4, 5, 6, 18, 20.6, 20.7, 21, 23, 25, 26, 28, 29, 31, 32, 33, 34, 35, 36 and 37, Schedule 3 and Schedule 6 (and any other provision of this Agreement expressly stated to survive termination of this Agreement) which shall continue in full force and effect without limit in time. Termination of this Agreement shall not affect any rights, liabilities or remedies arising under this Agreement prior to such termination.

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22.7 Each Provider Group Member agrees, where reasonably required during the Termination Assistance Period, to provide to the relevant Recipient Group Members or its/their designee(s) (such designee(s), individually or collectively, being a “Successor”) reasonable cooperation and assistance to

- allow the Transitional Services to continue without interruption or adverse effect and to facilitate the orderly, efficient, effective and expeditious transfer of the Transitional Services to the relevant Recipient Group Members and/or Successors (such services, being the “**Termination Assistance Services**”). Each Provider Group Member agrees that the relevant Recipient Group Members may upon written notice to Provider Group Members require that some or all of the Termination Assistance Services be provided during all or a portion of the Termination Assistance Period, which notice may be amended or withdrawn during such period by the relevant Recipient Group Member giving one month’s written notice to the relevant Provider Group Member.
- 22.8 Without limiting the scope of the Termination Assistance Services, each Provider Group Member shall provide to each relevant Recipient Group Member during the Termination Assistance Period as part of such services:
- (A) information reasonably requested by the relevant Recipient Group Member for use in re-tendering for or seeking to obtain services the same as or similar to the Transitional Services and which information may be shared with prospective Successors, subject to reasonable confidentiality obligations being imposed on such prospective Successors; and
 - (B) in a format and manner then in use by the Provider Group generally, copies of all information and data of the Recipient Group Members in such Provider Group Member’s possession or control.
- 22.9 Subject to Clause 22.10, the Provider may terminate any Licence (other than the Licence of the Property at 215 Bath Road, Slough, Berks. SL1 4AA, England (or any accommodation to which RB and RBP may relocate in Slough during the period of 24 months from the Demerger)) on a Property by Property basis on nine months’ prior written notice, without effect on the performance of each of the remaining Licences or other Transitional Services.
- 22.10 Notwithstanding Clause 22.9, the Provider may terminate the Licence of the Property at 15 Rue Ampere, 91748 Massy Cedex, France on 12 months’ prior written notice without effect on the performance of each of the remaining Licences or other Transitional Services.
- 22.11 Following termination of this Agreement or the expiry or termination of any Transitional Service:
- (A) the Provider Group Members and the Recipient Group Members shall cooperate to effect an orderly, efficient, effective and expeditious winding-up of the Transitional Services; and
 - (B) each of the Recipient Group Members that has received the benefit of such Transitional Services shall return to the Provider (on behalf of the Provider Group Members) any and all information or data of the Provider Group Members (or in the case of expiry or termination of any Transitional Service,

such information or data that is solely associated with Transitional Service(s)); and

- (C) except if and to the extent otherwise agreed in the relevant Separation Project Plan the Provider Group Members shall identify and return any and all information, data and other assets of Recipient Group Members in its possession or control, to the extent not already provided to the Recipient Group Members.
- 23. Liability**
- 23.1 All warranties and representations relating to the Transitional Services, whether express or implied, statutory or otherwise, are hereby excluded to the maximum extent permitted by law save as set out expressly in this Agreement.
- 23.2 No Provider Group Members shall be liable for any failure to provide, or for any delay in the provision of, or any failure to meet any Service Levels in respect of any of the Transitional Services to the extent such failure or delay is caused, or to the extent such failure or delay is contributed to, by a Recipient Group Member or any of a Recipient Group Member’s respective officers, directors, employees, contractors, sub-contractors, agents or other representatives.
- 23.3 Subject to Clause 23.4, the maximum liability of each of the Provider and Recipient and any Provider Group Member and any Recipient Group Member whether in contract, tort (including without limitation negligence and breach of statutory duty), in respect of any indemnity under this Agreement or the R&D Services Agreement or otherwise arising out of or in connection with this Agreement or the R&D Services Agreement shall be £[***] in aggregate.
- 23.4 No Provider Group Members, on the one hand, or Recipient Group Members, on the other hand shall be liable to the other whether in contract, tort (including without limitation negligence and breach of statutory duty), under any indemnity (except where expressly stated otherwise) or otherwise for:
- (A) any indirect or consequential loss or damage;
 - (B) any loss of profits, loss of revenue, loss of use, loss of anticipated savings, loss of goodwill or loss of contracts (in each case whether direct or indirect or consequential); or
 - (C) any punitive or exemplary damages.
- 23.5 No Provider Group Member or Recipient Group Member excludes or limits its liability for fraud or for death or personal injury caused by its negligence or that of its employees or agents or for breach of the obligations arising from section 12 of the Sale of Goods Act 1979 for wilful misconduct or intentional breach of this Agreement or wilful abandonment of this Agreement.
- 23.6 Provider Group Members shall be entitled to suspend the provision of all or any Transitional Services to the extent necessary to perform routine or emergency maintenance work on the IT Systems of any party or of any member of such party’s Group, PROVIDED THAT the Provider shall

prior notice of any routine maintenance (and, to the extent reasonably practicable in the circumstances, emergency maintenance) which it considers will or is reasonably likely to lead to suspension of the provision of any Transitional Services in accordance with this [Clause 23.6](#). The relevant Provider Group Members shall use all reasonable endeavours to conduct such maintenance in a manner that minimises disruption to the remaining Transitional Services.

- 23.7 Nothing in this Agreement shall preclude any Provider Group Member from changing Third Party Provider in respect of any Transitional Service under this Agreement, engaging any Third Party Provider for the first time in respect of any Transitional Service under this Agreement or making any material change to, or extension or renewal of a Contract (a “**Contract Alteration**”) as part of a change in respect of any business of the Provider Group in the ordinary course of trading, PROVIDED THAT:

- (A) the relevant Provider Group Member shall:
 - (i) provide the Recipient with reasonable prior notice of such Contract Alteration, including details thereof sufficient to enable the Recipient reasonably to evaluate the potential effect of such Contract Alteration in relation to the Transitional Services and costs thereof; and
 - (ii) use all reasonable endeavours to ensure that the transition to the new supplier is conducted as promptly as possible and in a manner that minimises disruption to the relevant Transitional Services; and
- (B) the Service Level in respect of the relevant Transitional Service shall not otherwise be affected.

If the Recipient believes that a proposed increase in the level of Service Charges payable in respect of the relevant Transitional Service as a result of a Contract Alteration is unreasonable it may within 20 Business Days of notice of such proposed increased Service Charge notify the Provider Representative in writing, specifying in reasonable detail the basis for such belief and the escalation process set out in [Clause 16.5](#) shall apply.

24. Force Majeure

- 24.1 “**Force Majeure**” means, in relation to a party, a circumstance or set of circumstances beyond the reasonable control of that party (the “**Claiming Party**”) but only to the extent that the Claiming Party used its reasonable endeavours to mitigate the effect of the Force Majeure prior to the occurrence thereof. An act or omission of a Third Party Provider shall not be considered Force Majeure unless such act or omission was itself caused by Force Majeure.
- 24.2 The Claiming Party shall not be in breach of this Agreement or otherwise liable to the other party (the “**Non-claiming Party**”) for a delay in performing or failure to perform any obligation (other than a payment obligation) under this Agreement, to the extent that it is prevented, hindered or delayed in performing that obligation by Force Majeure, provided that the Claiming Party notifies the Provider (where the Non-claiming Party is a Provider Group Member) or the Recipient (where the Non-claiming Party is a Recipient Group Member) of the nature and extent of the

circumstance(s) giving rise to such Force Majeure (including the affected Transitional Service(s)) as soon as is reasonably practicable following the onset of such Force Majeure.

- 24.3 The Non-claiming Party shall allow the Claiming Party a period not exceeding 30 days from the date on which notification of Force Majeure is received by the Provider or the Recipient (as applicable) during which the Claiming Party shall use reasonable endeavours to mitigate the effect of Force Majeure and to carry out its obligations under this Agreement. If such delay or failure persists for more than 30 days then the Provider or the Recipient (as applicable) on behalf of the Non-claiming Party may by written notice to the Provider or the Recipient (as applicable) on behalf of the Claiming Party terminate this Agreement with immediate effect in respect of the relevant Transitional Service(s) in relation to which the delay in performing or failure has arisen.
- 24.4 To the extent that a Recipient Group Member does not receive a Transitional Service due to a Force Majeure event, the Recipient shall have no obligation to pay the Service Charges for such affected Transitional Service, may terminate the affected Transitional Service at no cost to the relevant Recipient Group Member and may engage at its own cost such third parties as it wishes to provide alternative services.

25. Confidentiality

- 25.1 Subject to [Clause 25.2](#), Provider Group Members and Recipient Group Members shall treat as strictly confidential all information obtained as a result of entering into or performing this Agreement which relates to:
- (A) the provisions of this Agreement or the Demerger Agreement or any of the other Ancillary Agreements;
 - (B) the negotiations relating to this Agreement or the Demerger Agreement or any of the other Ancillary Agreements; or
 - (C) in the case of each Provider Group Member, the Recipient Group Member and the business carried on by it, and in the case of each Recipient Group Member, each Provider Group Member and the business carried on by it. Without limiting the foregoing, all data and information generated, processed or collected by the Provider Group Members for the Recipient Group Members in the performance of the Transitional Services shall be the confidential information of the Recipient Group Members.

25.2 Notwithstanding the other provisions of this Clause 25, a Provider Group Member or Recipient Group Member may disclose any such confidential information to the extent:

- (A) required by law of or for the purpose of any Proceedings;
- (B) required by any securities exchange or regulatory or governmental body or any Tax Authority to which that party is subject or submits, wherever situated, or any Tax Authority whether or not the requirement for information has the force of law;

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- (C) required to vest the full benefit of this Agreement in that party;
- (D) that the information is disclosed to the professional advisers, auditors and/or bankers of that party provided they have a duty to keep such information confidential;
- (E) that the information has come into the public domain through no fault of that party;
- (F) that the other party has given prior written consent to the disclosure, such consent not to be unreasonably withheld or delayed; or
- (G) it does so to a member of the Provider Group or, as the case may be, a member of the Recipient Group, which accepts restrictions in the terms of this Clause 25,

PROVIDED THAT any such information disclosed pursuant to Clauses 25.2(A), 25.2(B) or 25.2(C) shall be disclosed only after consultation with, in the case of a Provider Group Member, the Recipient and, in the case of a Recipient Group Member, the Provider.

25.3 In addition to the provisions of Clause 25.2, each Provider Group Member and each Recipient Group Member may disclose confidential information:

- (A) to any Provider Personnel or Third Party Provider to the extent reasonably necessary to enable the Transitional Services to be provided or received;
- (B) to any person to the extent reasonably necessary for the relevant Provider Group Member to obtain any Third Party Consent; and
- (C) to those persons referred to in Clause 12.1.

PROVIDED THAT the relevant person shall procure that any such recipients are subject to obligations of confidentiality in terms no less onerous than those set out in this Clause 25.

25.4 The restrictions contained in this Clause 25 shall continue to apply after termination of this Agreement without limit in time.

26. Announcements

26.1 With exception to the content of any press releases agreed between the parties or unless otherwise agreed by the parties, a party shall not make any formal press release or other public announcement in connection with the Demerger.

26.2 Notwithstanding Clause 26.1, any announcement required by any applicable law and regulation or by any securities exchange or regulatory or governmental body or any Taxation Authority to which that party is subject or submits, wherever situated, whether or not the requirement has the force of law, may be made without such agreement of the parties (PROVIDED THAT, unless such consultation is prohibited by applicable law and regulation, or is not reasonably practicable, it is made by a party only after consultation with the other party).

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27. No waiver

27.1 No failure or delay on the part of any person in exercising any right or remedy provided by law or under this Agreement (and any other agreement referred to herein) shall operate as a waiver or variation of it or preclude its exercise at any subsequent time.

27.2 A waiver by any person of a breach of or default under this Agreement (and any other agreement referred to herein) shall not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement (and any other agreement referred to herein) or the rights of any other person thereto.

28. Severance

If any term or provision of this Agreement is, or becomes invalid, unenforceable or illegal, in whole or in part, under the laws of any jurisdiction, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the validity, enforceability or legality of the remaining provisions of this Agreement shall not be impaired.

29. Subcontracting

A Provider Group Member may sub-contract or otherwise delegate the performance of any Transitional Services to any of the Provider Personnel provided that the relevant Provider Group Member shall remain at all times responsible to the relevant Recipient Group Member for the performance of its obligations under this Agreement and, without limiting the scope of the foregoing, shall ensure that such subcontractor performs such sub-contracted Transitional Services in a manner consistent with the Service Levels and other applicable terms of this Agreement.

30. No partnership

Nothing in this Agreement shall constitute a partnership between the parties or any of them, nor constitute any party the agent of any other party for any purpose.

31. Entire agreement

31.1 This Agreement, the Demerger Agreement, the other Ancillary Agreements and the other documents referred to herein that are existing agreements between a Provider Group Member and a Recipient Group Member or that have been, or will be, entered into pursuant to the Demerger Agreement constitute the entire agreement and understanding between the parties in respect of the subject matter of this Agreement (the “**Entire Agreement Documents**”) and supersede any prior drafts, agreements, undertakings, representations, warranties and arrangements of any kind, whether or not in writing, regarding the same.

31.2 Each party to this Agreement acknowledges that it does not rely on, and it has not been induced to enter into this Agreement or any other document referred to in Clause 31.1 to which it is a party by, any warranty, representation, covenant, agreement, undertaking, indemnity or other statement whatsoever other than as are expressly set out in the Entire Agreement Documents to which it is a party. Each party irrevocably and unconditionally waives any right it may have to damages or rescission or any

other remedy in respect of any misrepresentation, warranty or undertaking not contained in the Entire Agreement Documents to which it is a party except to the extent such misrepresentation, warranty or undertaking is proven to have resulted from any fraud by or on behalf of the other party or any of its directors, officers or employees.

32. Assignment

32.1 Subject to Clauses 32.2 and 32.3, no Provider Group Member or Recipient Group Member shall:

- (A) mortgage, charge, pledge, declare any trust over or otherwise encumber, deal with or dispose of any one or more of its rights under this Agreement; or
- (B) assign any one or more of its rights under this Agreement otherwise than to a member of the Provider Group or the Recipient Group respectively.

32.2 A Recipient Group Member may assign its rights under this Agreement by way of security for financing or refinancing the transactions contemplated by the Demerger Agreement provided that the assignee of such rights shall not be entitled to further assign them other than by way of enforcement of such security or by way of re-assignment to the relevant Recipient Group Member.

32.3 Where a Provider Group Member or a Recipient Group Member has assigned any of its rights to, as the case may be, a member of the Provider Group or the Recipient Group, in the event that the assignee shall cease to be a member of, in the case of assignment by a Provider Group Member, the Provider Group or, in the case of assignment by a Recipient Group Member, the Recipient Group, the Provider or the Recipient, as the case may be, shall procure that the assignee re-assigns its rights under this Agreement to a member of the Provider Group or the Recipient Group (as the case may be).

33. Further assurance

33.1 The parties undertake to co-operate in good faith to ensure that they and their respective Groups do such acts and things as may reasonably be necessary for the purpose of giving to the Provider Group Members and Recipient Group Members the full benefit of all relevant provisions of this Agreement, the Demerger Agreement, any of the other Ancillary Agreements and all other agreements entered into in connection with the Demerger.

33.2 The parties shall use all reasonable endeavours to procure that (and to procure that the members of their respective Groups use all reasonable endeavours to procure that) any necessary third party shall execute such documents and do such acts and things as may reasonably be required for the purpose of giving to the Provider Group Members and the Recipient Group Members the full benefit of all relevant provisions of this Agreement.

33.3 Without prejudice to any other provision of this Agreement, the parties undertake to use reasonable endeavours to co-operate, and ensure that their respective Groups co-operate, with each other in relation to the conduct of litigation, inquiries from

Government or regulatory bodies (including any Tax Authority), investigations or other proceedings of a like nature (an “**Investigation**”) where:

- (A) they have a mutual interest in the Investigation; and
- (B) co-operating in such manner would not materially adversely affect any material interest of either of them.

34. Notices

34.1 Any notice (which shall include, without limitation, a Change Impact Statement) or other communication given or made in respect of this Agreement by one party to the other shall be given or made in writing in the English language to the other at the address (or addresses) that the other party shall notify to the notifying party from time to time or, if no address has been so notified, at the other party’s registered office.

- 34.2 Until otherwise notified to the other party in accordance with Clause 34.1, all notices or other written communications to be given or made in respect of this Agreement shall be given or made in accordance with Clause 34.3.
- 34.3 Unless delivered personally, the notice shall be sent to the address of the relevant party which is set out below or to such other address in the United Kingdom as that party may have notified to the party serving the notice for the purposes of notices under this Agreement:
- (A) Provider
- Address: 103 - 105 Bath Road, Slough, Berkshire, SL1 3UH
- For the attention of: General Counsel
- (B) Recipient
- Address: 10710 Midlothian Parkway, Suite 430, Richmond, VA, 23235
- For the attention of: Chief Legal Officer
- 34.4 Subject to Clauses 34.6 and 34.7, a written notice or other written communication made or delivered by one party to another under or in connection with this Clause 34 will be effective only if delivered by hand or by courier on the Business Day of delivery or on the first (1st) Business Day after the date of delivery if delivered on a day other than a Business Day.
- 34.5 The provisions of this Clause 34 shall not apply in relation to the service of any proceedings or other documents in any legal action.
- 34.6 A notice shall be deemed not to have been sent in accordance with Clause 34.4 and shall not take effect, if the notice has been received in a form which is illegible in a material respect.
- 34.7 A notice under or in connection with this Agreement shall not be invalid by reason of any mistake or typographical error if the contents are incomplete if it should have

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been reasonably clear to the party on which the notice was served what the correct or missing particulars should have been. In circumstances where a notice is or appears to be incorrect or unclear, the recipient of the notice shall take reasonable steps to ascertain as soon as possible from the sender of the notice the incorrect or unclear information.

- 34.8 In proving the giving of notice under this Clause 34, it shall be conclusive evidence to prove that it was left at the appropriate address.
- 34.9 No party shall prevent or delay service or deemed service on it of a notice connected with this Agreement or attempt to do so.
- 34.10 For the avoidance of doubt, this section is not intended to govern the day-to-day business communication necessary between the parties in performance of their obligations under this Agreement.
- 35. Counterparts**
- 35.1 This Agreement may be executed in any number of counterparts, and by the parties to it on separate counterparts, but shall not be effective until each party has executed at least one counterpart.
- 35.2 Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.
- 36. Contracts (Rights of Third Parties) Act 1999**
- 36.1 This Agreement confers benefits on members of the Provider Group and members of the Recipient Group and are intended to be enforceable by each such member (a “**Third Party Group Member**”) by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 36.2 Save as provided in Clause 36.1, the parties to this Agreement do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.
- 36.3 Notwithstanding Clause 36.1, this Agreement may be varied in any way and at any time by the parties to this Agreement without the consent of any Third Party Group Member.
- 37. Governing law and Jurisdiction**
- 37.1 This Agreement shall be governed by and construed in accordance with English law. Any matter, claim or dispute arising out of or in connection with this Agreement, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.
- 37.2 The courts of England are to have exclusive jurisdiction to settle any dispute whether contractual or non-contractual arising out of or in connection with this Agreement. Any proceedings may be brought in the English courts.

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Schedule 1
(Transitional Services)

Definition of TSA pricing structure

Provided for information only to illustrate which TSA prices are set by country

TSA group	Single price per TSA service definition	TSA price set by country
***	***	
***	***	***
***	***	
***		***
***	***	
***	***	***
***	***	
***		***
***		***
***		***
***		***
***	***	

Schedule 2
(Personnel)

Part A: Transferring Employees

- The parties intend and believe that the cessation of the provision of the relevant (i) services under each of the Detailing Agreements, or (ii) Transitional Services by a Provider Group Member or by any Provider Personnel including without limitation, on the termination of this Agreement, or (iii) services under the Existing Supply Agreement (which is expected to be on the Plant Day), each as the case may be, shall constitute a service provision change or transfer for the purposes of the Regulations, and thus result, through the application of the Regulations, in respect of the relevant Transferring Employees assigned to the provision of such services, in those relevant Transferring Employees listed in paragraph 7 of Part A of this Schedule 2 (together with any additional individuals as agreed in writing by the parties) who were assigned to such services at the date of their cessation (the “**Assumed Transferring Employees**”) becoming an employee of a Recipient Group Member or any Replacement Service Provider. The parties also intend that:

 - on cessation of such relevant (i) services under each of the Detailing Agreements, or (ii) Transitional Services or (iii) services under the Existing Supply Agreement the relevant Transferring Employees listed in paragraph 6 of Part B of this Schedule 2 (together with any additional individuals as agreed in writing by the parties) who were assigned to such services at the date of their cessation;
 - on the occurrence of the Singapore Central Team Trigger Event, the Singapore Central Team; and
 - on the occurrence of the Canadian Employee Trigger Event, the Canadian Employees;

(together the “**Offer Transferring Employees**”) shall be offered employment by (i) a member of the Recipient Group or (ii) any Replacement Service Provider, as their employment would not transfer automatically by operation of law. For the avoidance of doubt, any individual who has ceased to be an employee of a Provider Group Member or ceased to be Provider Personnel prior to a relevant cessation of services or the occurrence of the Singapore Central Team Trigger Event or the Canadian Employee Trigger Event (as the case may be) contemplated by this paragraph 1 shall not be a Transferring Employee notwithstanding that such individual may be listed in paragraph 7 of Part A of this Schedule 2 or paragraph 6 of Part B of this Schedule 2 at the time of signing this Agreement.
- If as a result of the transaction contemplated by this Agreement the contract of employment of any Assumed Transferring Employee is found or alleged not to have effect after the relevant Transfer Date as if originally made with the Recipient Group Member or any Replacement Service Provider, the Recipient (on behalf of the relevant Recipient Group Member or Replacement Service Provider), in consultation with the Provider (on behalf of the relevant Provider Group Member or Provider Personnel), will, within 14 days of being so requested by the Provider, make to that

Assumed Transferring Employee an offer in writing to employ him under a new contract of employment, on terms and conditions which (other than the identity of the employer and any terms and conditions relating to an occupational pension scheme) will not (taken as a whole) be less favourable in the aggregate than the corresponding provisions of the Assumed Transferring Employee’s contract of employment immediately before the relevant Transfer Date, to take effect upon the termination referred to below. Once that offer has been made (or after the expiry of 14 days after it has been requested), the relevant Provider Group Member may terminate the employment of the Transferring Employee concerned.

- (C) any breach of paragraph 4(B) of Part A.
6. The Recipient (on behalf of the relevant Recipient Group Member) shall indemnify the relevant Provider Group Member against any claim in respect of:
- (A) the employment of any Transferring Employee after the relevant Transfer Date, save for any liability arising as a result of any act or omission by the Provider or Provider Group Member, as applicable;
- (B) any termination of the employment of any Transferring Employee by the Recipient or Recipient Group Member, as applicable after the relevant Transfer Date;
- (C) any failure by any Recipient Group Member (or Replacement Service Provider) to comply with its obligations to provide information for the processes being conducted pursuant to paragraph 5(B) of Part A above (including, without limitation, under Regulation 13(4) of TUPE or any equivalent provision in the Regulations); and
- (D) any breach of paragraph 4(A) of Part A.
7. Assumed Transferring Employees

[illegible]

Part B: Non Transferring Employees

1. In the event that any employee of any member of the Provider Group (other than a Transferring Employee) becomes or alleges that he has become by operation of the Regulations an employee of any member of the Recipient Group or any Replacement Service Provider by virtue of his providing or ceasing to provide services under any of the Detailing Agreements, Transitional Services, the Existing Supply Agreement and/or any of the other matters contemplated by this Agreement under this Agreement and/or the occurrence of the Singapore Central Team Trigger Event or the Canadian Employee Trigger Event, then (subject to paragraph 2 of Part B) the relevant member of the Recipient Group or any Replacement Service Provider may terminate the employment of such person (each such person being a “Redundant Employee”).
2. Prior to the relevant member of the Recipient Group or Replacement Service Provider terminating the employment of any Redundant Employee, the Recipient or any Replacement Service Provider shall give the Provider not less than 7 Business Days’ written notice of the proposed termination date (the “**Termination Date**”), in order to enable the Provider Group or, as the case may be, the Third Party Provider to:
 - (A) offer that Redundant Employee employment under a new contract of employment to take effect immediately upon such Termination Date; and
 - (B) ensure that the offer to be made will be such that none of the terms and conditions of the new contract will differ from the corresponding provisions of that Redundant Employee’s contract immediately before the transfer or alleged transfer of employment to the Recipient or any Replacement Service Provider.
3. The parties agree that any termination of the employment of a Redundant Employee shall be by reason of redundancy.
4. The Provider (on behalf of the relevant Provider Group Member) shall fully indemnify the relevant member of the Recipient Group or any Replacement Service Provider against any expenses, losses, fees, costs and/or liabilities arising out of (i) the employment of that Redundant Employee which transfer pursuant to Regulation 4 of TUPE or any equivalent provision in the Regulations; (ii) the Redundant Employee’s employment with the relevant member of the Recipient Group or any Replacement Service Provider; and (iii) the termination of a Redundant Employee’s employment, provided that:
 - (A) the indemnity under this paragraph 4 of Part B shall extend only to any contractual payments made in lieu of notice (by reference to salary and any contractual benefits), statutory redundancy or severance pay or statutory indemnities, and/or payments made pursuant to any contractual redundancy policy in place at the Completion Date (in each case to the extent properly payable and paid in respect of any such termination) and in respect of any statutory unfair dismissal or redundancy claims arising out of the termination of the Redundant Employee’s employment;
 - (B) such termination takes place as soon as is reasonably practicable (subject to the Recipient’s obligations under paragraph 2 of Part B) and in any event

within one month after the occurrence of the Singapore Central Team Trigger Event or the Canadian Employee Trigger Event or the termination of the relevant services under any of the Detailing Agreements, Transitional Service(s) or the Existing Supply Agreement (as the case may be); and
 - (C) the Recipient complies with its obligations under paragraph 2 of Part B.
5. In the event that any member of the Recipient Group engages a Redundant Employee within three months following the termination of employment of the Redundant Employee by any member of the Recipient Group in circumstances where this Schedule 2 applies, the relevant Recipient Group Member (or any Replacement Service Provider) shall repay to the Provider (on behalf of the relevant Provider Group member) any amounts paid by the Provider (on behalf of the relevant Provider Group member) to the relevant Recipient Group Member in respect of that Redundant Employee pursuant to paragraph 4 of Part B above, together with interest at the Bank of England base rate from time to time in force which interest shall accrue from the date on which such sums become due until payment.
6. Offer Transferring Employees

Country	Number of employees	Employee ID	Expected transfer trigger
***	***	***	***
***	***	***	***
***	***	***	***
***	***	***	***
***	***	***	***

***	***	***	***
***	***	***	***
***	***	***	***
***	***	***	***

Schedule 3 (Separation)

1. Introduction

- 1.1 This Schedule 3 defines the general principles in respect of IT Systems to which both parties will adhere in relation to the cessation of the provision of Transitional Services involving the IT Systems of the Provider Group Members to the Recipient Group Members and the separation of the Indivior Business from the Provider Group (the “**Separation**”).
- 1.2 In defining and carrying out their obligations under this Schedule 3, the objective of the parties is to achieve an organised, efficient and prompt Separation causing minimal disruption and interruption to the businesses of both parties and at the lowest reasonable cost, but without limiting the Provider Group Members’ obligations to provide the Transitional Services in accordance with the other terms of this Agreement.

2. Separation Project Plans

- 2.1 Promptly after the Completion Date, the parties shall use all reasonable endeavours to:
- (A) establish appropriate project team(s) to carry out such separation project(s) as are agreed between the parties (acting reasonably) (“**Separation Projects**”);
 - (B) agree appropriate processes and methods of working; and
 - (C) agree a timetable for each Separation Project (as applicable) that provides for the Separation Project to be completed by the relevant Expiry Date (the “**Separation Timetable**”),
- to ensure that Separation occurs in an organised, efficient and prompt manner.
- 2.2 The Recipient (on behalf of the Recipient Group Members) and the Provider (on behalf of the Provider Group Members) shall agree a written detailed plan in respect of each Separation Project as applicable (each a “**Separation Project Plan**”) within at least three months prior to the relevant Expiry Date in respect of the Transitional Services set out in Schedule 1 involving the IT Systems of the Provider Group, which shall include as a minimum:
- (A) a plan and timetable for the Provider Group Members and the Recipient Group Members migration away from the applicable Transitional Services provided under this Agreement;
 - (B) information in relation to the operation of the parties’ IT Systems and interfaces between each such system;
 - (C) the assistance that the Provider Group Members shall provide to the Recipient Group Members in relation to the migration of data from the Provider Group’s systems to the Recipient Group’s systems necessary for the migration of the relevant Transitional Services;
-
- (D) safeguards for the Recipient Group Members and Provider Group Members to ensure minimal disruption to their respective ongoing business relationships with third parties during implementation of the Separation Project Plan; and
 - (E) the respective responsibilities of the parties in carrying out the Separation Project Plan.
- 2.3 The Provider (on behalf of the Provider Group Members) and the Recipient (on behalf of the Recipient Group Members) will be responsible for performance of those aspects of each Separation Project Plan as are listed against its name in each Separation Project Plan.
- 2.4 Each party shall nominate a project manager in respect of each Separation Project to have primary responsibility for co-ordination of that Separation Project. The project managers for each Separation Project shall meet at regular intervals to discuss progress of the Separation Projects against the Separation Timetable, and to agree to any amendments or adjustments to any Separation Project Plan as may be necessary.
- 2.5 The parties shall use all reasonable endeavours to ensure that each stage of a Separation Project, and each Separation Project itself, is completed by the relevant Expiry Date. If at any time during the term of this Agreement either party envisages that any stage of a Separation Project may not be completed by the applicable Expiry Date, it will notify the other as soon as is reasonably practicable, and the relevant Separation Project managers shall meet to discuss any amendments or adjustments to this Agreement or to any Separation Project Plan as may be necessary.
- 2.6 In carrying out the Separation Projects, and in performing its obligations under this Schedule 3 generally, and, in the case of the Provider Group Members, subject to the obligations to provide Transitional Services in accordance with the terms of this Agreement other than this Schedule 3, each party undertakes to use reasonable endeavours to minimise disruption to the business of the other party and to take into account any bona fide commercial concerns raised by the other.
- 2.7 An initial draft timeline outlining the events which are currently considered necessary by the parties in such a Separation Project Plan is set out as Attachment 1 to this Schedule 3.

3. Separation Costs

All Costs incurred by the Provider Group Members and/or any Provider Personnel (such Costs to be calculated on an FTE basis, applying the Provider Group’s standard calculations therefor, consistently applied) directly in connection with the performance of the Provider’s obligations under

and in accordance with this Schedule 3 shall be borne by the Recipient (on behalf of the Recipient Group Members).

4. Transfer of Equipment

- 4.1 The parties acknowledge that certain equipment provided to the Recipient Group Members as part of the Transitional Services under this Agreement (“**Leased Equipment**”) is provided subject to the terms and conditions in respect of such leased equipment under the relevant Contracts.
- 4.2 Without prejudice to the provisions of Clause 22.4, the Recipient (on behalf of the Recipient Group Members) and the Provider (on behalf of the Provider Group Members) shall agree a Separation Project Plan within at least three months prior to the relevant Expiry Date in respect of the Leased Equipment, with a view to ensuring (at the Recipient’s election) either:

(A) the continued provision of such Leased Equipment to the Recipient Group Members under a separate agreement between the relevant Recipient Group Member and the relevant Third Party Provider; or

(B) the return of such Leased Equipment to the relevant Third Party Provider, subject to the terms and conditions of the relevant Contract.

[***]

Schedule 4
(The Property)

Part A: Freehold Property

Property	Country
***	***
***	***
***	***
***	***

Part B: Leasehold Property

Property	Country
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***

Part C: Covenants in respect to Premises

1. To keep the Premises and the contents thereof clean and tidy and clear of rubbish and to leave them in no worse state and condition than at the date of this Agreement and free of the Recipient Group Members’ furniture, equipment, goods and chattels on the termination of this Agreement or the Licence.
2. Not to use the Premises otherwise than as offices.
3. Not to obstruct the common parts of the Property nor cause them to become dirty or untidy nor to leave any rubbish on them.
4. Not to display any signs or notices on the Premises or any part of the Property.
5. Not to use the Premises in such a way as to cause any unlawful nuisance, damage, disturbance, inconvenience or interference to either the Provider Group Members or to the owners, occupiers or users of any other parts of the Property whatsoever.

6. Not to make any alteration to the Premises, its decorations or services nor cause any damage or waste to the Premises or the Property.
 7. Not knowingly to use the Premises in such a way as would or might constitute a breach of any statutory requirement affecting the Property or which would or might vitiate in whole or in part any insurance effected in respect of the Property from time to time and of which the relevant Recipient Group Member has received a full copy and to comply with the requirements of the insurers and the local fire officer and of which in each case the relevant Recipient Group Member has prior notice in writing and the Provider Group Member will make such reasonable representations to its insurer as the Recipient Group Member may reasonably request in relation to such requirements from time to time.
 8. In respect only of Premises located within a Leasehold Property, not to breach those covenants and conditions binding on the relevant Provider Group Members under the lease pursuant to which that Provider Group Member occupies the Property insofar as the same relate to the Premises and are notified to the relevant Recipient Group Member.
 9. To notify the Provider promptly after receipt by the Recipient Group Member of any communication received from a government department, local authority, other competent authority or, in respect only of Premises located within a Leasehold Property, the Landlord affecting the Property.
 10. Not to make any application to the relevant planning authority for any permission for change of use or alteration to the Property.
 11. Not to impede the exercise of the relevant Provider Group Member's rights of possession and control of the Property nor to permit the occupation of the Premises by anyone other than employees of the relevant Recipient Group Member.
 12. To vacate the relevant Premises:
 - (A) promptly upon termination of this Agreement in respect of such Premises pursuant to Clause 22; or
 - (B) in respect only of Premises located within a Leasehold Property (except this paragraph 12(8) does not apply to the Premises located in Slough), within 10 Business Days of receipt by the relevant Recipient Group Member of notice from the Provider or the relevant Provider Group Member that the Landlord has threatened to take action in respect of any breach of the lease pursuant to which the relevant Provider Group Member occupies the Property caused by the creation or continuation of the Licence; or
 - (C) the end of the relevant Service Period. This covenant is to survive termination of this Agreement.
 13. To observe such reasonable rules and regulations as the relevant Provider Group Member may make from time to time governing the use of the relevant Premises or Property and of which the relevant Recipient Group Member has prior notice in writing.
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14. To indemnify each relevant Provider Group Member and keep each such Provider Group Member indemnified against all losses, claims, demands, actions, proceedings, damages, proper costs or expenses, or other liability arising from any breach or non-observance of the covenants in this Part C of Schedule 4 provided that, other than in the event of a Change of Control of Reckitt Benckiser Group PLC, the Recipient Group Member shall not be liable to the relevant Provider Group Member whether in contract, tort (including without limitation negligence and breach of statutory duty) for (i) any indirect or consequential loss or damage; (ii) any loss of profits, loss of revenue, loss of use, loss of anticipated savings, loss of goodwill or loss of contracts (in each case whether direct, indirect or consequential); or (iii) any punitive or exemplary damages. This covenant is to survive termination of this Agreement. For the purposes of this paragraph 14, "**Change of Control**" means a change in control of a company where "control" means in relation to a company, the ability of a person to ensure that the activities and business of that company are conducted in accordance with the wishes of that person, and a person shall be deemed to have Control of a company if it possesses or is entitled to acquire the majority of the issued share capital or the voting rights in that company or the right to receive the majority of the income of that company on any distribution by it of all of its income or the majority of its assets on a winding up (but excluding the Demerger).
 15. Notwithstanding paragraph 12(c) and in respect of the Property located in Italy only as described more particularly in Part B of this Schedule, the following provisions shall apply:
 - (A) the relevant Recipient Group Member shall provide written notice by no later than 20 Business Days before 31 December 2015 to the relevant Provider Group Member confirming whether the relevant Recipient Group Member intends to cease occupation of the relevant Premises on or before 31 December 2016;
 - (B) if the relevant Recipient Group Member has notified the relevant Provider Group Member that it intends to leave occupation of the Premises on or before 31 December 2016 it shall:
 - (i) pay to the relevant Provider Group Member the sum of EUR[***] by no later than 20 Business Days before 31 December 2016;
 - (ii) comply with all other conditions in the relevant Provider Group Member's lease which apply on termination of the relevant Lease insofar as it is applicable to the relevant Premises and any other requirements imposed by the Landlord of the relevant Premises; and
 - (iii) vacate the relevant Premises on or before 31 December 2016.
 - (C) if the relevant Recipient Group Member does not elect to cease occupation of the Premises on or before 31 December 2016 in accordance with (A) and (B) above, then the relevant Recipient Group Member shall remain in occupation of the relevant Premises for the remainder of the Service Period as specified in the Licence, without prejudice to any other termination arrangements permitted by this Agreement and/or the Licence.
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**Schedule 5
(Intragroup Agreements)**

**Schedule 6
(Marketing Authorisation)**

1. Marketing Authorisation Transfer and Marketing Authorisation Re-Registration

- 1.1 Each Provider Group Member and each Recipient Group Member hereby agrees that they will each use all reasonable endeavours to ensure that, as soon as reasonably practicable after the Commencement Date:
- (A) subject to paragraph 1.1(B) each Marketing Authorisation shall be transferred in accordance with Applicable Law by the Marketing Authorisation Holder to the Marketing Authorisation Transferee ("**Marketing Authorisation Transfer**"); and
 - (B) where Applicable Law does not permit a Marketing Authorisation Transfer, a new Marketing Authorisation shall be registered in the name of the Marketing Authorisation Transferee to replace the existing Marketing Authorisation ("**Marketing Authorisation Re-registration**") and, subject to any transitional period that a Governmental Entity shall agree, the Provider shall procure that the relevant Marketing Authorisation Holder takes all necessary steps to withdraw, abandon, cancel or allow to lapse the superseded Marketing Authorisation as soon as practicable after the Marketing Authorisation Re-registration Date.
- 1.2 Any Marketing Authorisation Transfer or Marketing Authorisation Re-registration (as applicable) shall be effected on a market-by-market basis (such that there shall not be any staggered Marketing Authorisation Transfer or Marketing Authorisation Re-registration (as the case may be) on a Product-by-Product basis in any Market), unless otherwise agreed between the Provider and the Recipient.
- 1.3 Promptly after the Commencement Date, the parties shall use reasonable endeavours to agree a timetable to carry out the necessary steps to complete the Marketing Authorisation Transfer or Marketing Authorisation Re-registration (as applicable).
- 1.4 With effect from the Commencement Date until the relevant Marketing Authorisation Transfer Date or the relevant Marketing Authorisation Re-registration Date (as applicable), the Provider shall procure that the relevant Marketing Authorisation Holder shall hold the Marketing Authorisation(s) in its name but for the account, risk and benefit of the relevant Marketing Authorisation Transferee.

Submission of Marketing Authorisation Documentation

- 1.5 Without prejudice to paragraph 1.6, the relevant Recipient Group Member shall be responsible for preparing (at that Recipient Group Member's cost), all notices, applications, submissions, reports and any other instruments, documents, correspondence or filings necessary to complete each Marketing Authorisation Transfer or Marketing Authorisation Re-registration (as applicable) (the "**Marketing Authorisation Documentation**"). The Marketing Authorisation shall be prepared in accordance with Applicable Laws as soon as reasonably practicable.
- 1.6 At the relevant Provider Group Member's election, the relevant Recipient Group Member shall procure that advanced drafts of the Marketing Authorisation Documentation prepared in respect of a Marketing Authorisation Transfer are submitted to the relevant Provider Group Member so as to allow the relevant Provider Group Member Marketing Authorisation Holder a reasonable opportunity to provide comments on such Marketing Authorisation Documentation before it is submitted to the relevant Government Entity. The relevant Recipient Group Member shall incorporate all comments on such drafts as may reasonably be made by the relevant Provider Group Member Marketing Authorisation Holder PROVIDED THAT the relevant Recipient Group Member shall not be obliged to incorporate any comments if the relevant Recipient Group Member considers, acting reasonably, that to do so would materially delay the Marketing Authorisation Transfer.
- 1.7 Where under Applicable Law the Marketing Authorisation Documentation prepared in respect of a Marketing Authorisation Transfer is required to be submitted to the relevant Governmental Entity:
- (A) by the Marketing Authorisation Holder, the relevant Recipient Group Member shall procure that the finalised Marketing Authorisation Documentation is provided to the relevant Provider Group Member after such Marketing Authorisation Documentation is finalised in accordance with paragraph 1.6 above and the relevant Provider Group Member Marketing Authorisation Holder shall submit such Marketing Authorisation Documentation to the relevant Government Entity (the timing and date of such submission to be agreed with the relevant Recipient Group Member) and the Provider shall promptly thereafter advise the Recipient of such submission and provide a copy of the relevant Marketing Authorisation Documentation (in the form submitted) to the Recipient; and
 - (B) by the Marketing Authorisation Transferee, the relevant Recipient Group Member Marketing Authorisation Transferee (and if such Marketing Authorisation Transferee is a third party nominated by the Recipient, the relevant Recipient Group Member shall procure that such third party shall) shall submit the finalised Marketing Authorisation Documentation to the relevant Governmental Entity as soon as reasonably practicable after such Marketing Authorisation Documentation is finalised in accordance with paragraph 1.6 and the Recipient shall promptly thereafter advise the Provider of such submission and provide a copy of the relevant Marketing Authorisation Documentation (in the form submitted) to the Provider.

- 1.8 Where under Applicable Law the Provider Group Member is not permitted to transfer a Marketing Authorisation, the relevant Recipient Group Member shall be responsible, at its own cost, for submitting the Marketing Authorisation Documentation in respect of a Marketing Authorisation Re-registration. The relevant Provider Group Member shall provide reasonable assistance to the relevant Recipient Group Member.
- 1.9 From the Commencement Date, the relevant Provider Group Member Marketing Authorisation Holder shall, as soon as reasonably practicable, sign any notices, applications, submissions, reports and other instruments, documents, correspondence or filings presented to it by the relevant Recipient Group Member Marketing
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Authorisation Transferee that are necessary to effect each Marketing Authorisation Transfer or Marketing Authorisation Re-registration (as applicable). The Marketing Authorisation Holder shall:

- (A) provide notice of its consent to a Marketing Authorisation Transfer or Marketing Authorisation Re-registration if required by any Governmental Entity;
- (B) provide to the relevant Recipient Group Member Marketing Authorisation Transferee any information or other data or technical or other information in its possession that relates to the relevant Marketing Authorisation and that is required by a relevant Governmental Entity or otherwise reasonably required by the relevant Recipient Group Member Marketing Authorisation Transferee to assist the relevant Recipient Group Member Marketing Authorisation Transferee to effect the relevant Marketing Authorisation Transfer or Marketing Authorisation Re-registration; and
- (C) in the event of any request for information or any query from any relevant Governmental Entity in respect of Marketing Authorisation Transfer or the Marketing Authorisation Re-registration (as applicable), the relevant party receiving such request or query shall provide copies of any such request or query to the relevant Provider Group Member or, as the case may be, to the relevant Recipient Group Member. The relevant Recipient Group Member shall be responsible for preparing (at the relevant Recipient Group Member's Cost) any response to such a request or query with the intention that such request or query shall be dealt with as promptly and efficiently as possible. In advance of finalising any such response, the Recipient shall procure that the relevant response is submitted to the Provider so as to allow the relevant Provider Group Member Marketing Authorisation Holder a reasonable opportunity to provide comments on such response before it is submitted to the Governmental Entity. In respect of:
 - (i) a Marketing Authorisation Transfer, the relevant Provider Group Member (i) shall promptly (and in any event before any applicable deadline) submit the response to the relevant Governmental Entity after the same has been finalised in accordance with this paragraph (C) and (ii) shall provide a copy of the relevant response (in the form submitted) to the Recipient; and
 - (ii) a Marketing Authorisation Re-registration, the relevant Recipient Group Member (i) shall promptly (and in any event before any applicable deadline) submit the response to the relevant Governmental Entity after the same has been finalised in accordance with this paragraph (C) and (ii) shall provide a copy of the relevant response (in the form submitted) to the Provider.

2. Obligations pending Marketing Authorisation Transfer or Marketing Re-Registration

- 2.1 Unless otherwise required by Applicable Law or a relevant Governmental Entity (or unless otherwise agreed in writing by the Provider and the Recipient), from the
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Commencement Date until the applicable Marketing Authorisation Transfer Date or Marketing Authorisation Re-registration Date:

- (A) the relevant Marketing Authorisation Holder shall:
 - (i) maintain in force each Marketing Authorisation, and shall not voluntarily amend, cancel or surrender any Marketing Authorisation unless requested to do so in writing by the Recipient or required to do so by any Applicable Law or any Governmental Entity;
 - (ii) with the Recipient's consent (not to be unreasonably withheld or delayed) progress any registrations, variations or renewals to Marketing Authorisations initiated by a Provider Group Member prior to the Commencement Date or withdraw them upon the request of the Recipient;
 - (iii) comply with the terms of any Marketing Authorisation; and
 - (iv) not without the consent of the Recipient, initiate any additional variations or amendments to the Marketing Authorisations, except to the extent required by any Governmental Entity or where failure to do so would breach Applicable Law.
- (B) without prejudice to the generality of the foregoing paragraph 2.1 (A)(iii), the Recipient acknowledges and agrees that each Marketing Authorisation Holder shall do (or procure that there is done) the following (and the Recipient acknowledges that, where the relevant Marketing Authorisation Holder so chooses and unless otherwise agreed (in a quality agreement, technical agreement, safety data exchange agreement or other agreement between any Recipient Group Member(s) and Provider Group Member(s), or otherwise), responsibility for each of the following activities shall rest with the relevant Marketing Authorisation Holder):

- (i) conduct pharmacovigilance activities related to the Marketing Authorisations, which activities shall be conducted in accordance with Applicable Law and the standards, policies and procedures of the Provider Group from time to time in force; and
 - (ii) conduct any and all communications with a Governmental Entity in respect of a Marketing Authorisation (including, without limitation to the generality of the foregoing, attending any meetings with relevant Governmental Entities and filing and submitting all reports and other documents necessary to be submitted in order to comply with Applicable Law or its obligations under this Agreement), PROVIDED THAT (1) responsibility for (i) the Costs of preparation of any such documents, reports and/or filings shall be borne by the relevant Recipient Group Member and (ii) the relevant Recipient Group Member shall provide reasonable assistance to the relevant Provider Group member to prepare all reports and other documents requested by the relevant Governmental Entity and (2) the relevant Provider Group
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Member shall obtain written consent from the relevant Recipient Group Member prior to such filing and submission.

- (C) the relevant Provider Group Member Marketing Authorisation Holder shall act in accordance with the reasonable instructions of the Recipient Marketing Authorisation Transferee in respect of each Marketing Authorisation in respect of which such Marketing Authorisation Holder is the holder, PROVIDED THAT no Marketing Authorisation Holder shall be obliged to comply with such instructions to the extent the same infringe the terms of the relevant Marketing Authorisation(s).
- (D) if the relevant Recipient Group Member requests to change the artwork:
 - (i) if such change is required in order to comply with applicable law or a regulator's request or requirement, the Provider shall promptly implement such change; or
 - (ii) if the relevant Recipient Group Member makes such a request that is not required to comply with applicable law or a regulator's request or requirement, the Provider shall promptly implement such change, to the extent such change request is reasonable.

3. Obligations following Marketing Authorisation Transfer or Marketing Authorisation Re-Registration

- 3.1 On and from the relevant Marketing Authorisation Transfer Date or Marketing Authorisation Re-registration Date (as applicable), the relevant Recipient Group Member Marketing Authorisation Transferees shall assume and be solely responsible for all activities and actions required by Applicable Law in connection with such Marketing Authorisation.
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IN WITNESS whereof the parties hereto have signed this Agreement on the day and year first before written,

Signed by	)	/s/ Patrick Clements
for and on behalf of	)	
RECKITT BENCKISER PLC	)	

Signed by	)	
for and on behalf of	)	
RBP GLOBAL HOLDINGS LIMITED	)	/s/ WR Mordan

THIS EXHIBIT HAS BEEN REDACTED AND IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST. REDACTED MATERIAL IS MARKED WITH [***] AND HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

DATED 23/12/2014

RECKITT BENCKISER GROUP PLC

and

INDIVIOR PLC

DEED OF TAX COVENANT

Slaughter and May
One Bunhill Row
London EC1 Y8YY
(MCL/OGW)

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BETWEEN:

- (1) Reckitt Benckiser Group plc, a company incorporated in England, with number 06270876 having its registered office at 103-105 Bath Road, Slough, Berkshire SL1 3UH (“**RB**”); and
- (2) Indivior PLC, a company incorporated in England, with number 09237894 having its registered office at 103-105 Bath Road, Slough, Berkshire SL1 3UH (“**Indivior**”).

NOW THIS DEED WITNESSES as follows:

1. Interpretation

In this Deed:

- 1.1 The following expressions shall have the following meanings:

“ Accounts ”	means, in relation to any company, its most recently finalised audited accounts as at the date of the Agreement;
“ Aggregate Overprovisions ”	means, where any provision for Tax in the Accounts of an Indivior Group Company has proved to be an underprovision, the aggregate of each such underprovision;
“ Agreement ”	means the demerger agreement entered into between RB and Indivior dated 17 November 2014;
“ Ancillary Agreements ”	has the meaning ascribed to it in the Agreement;
“ Business Day ”	has the meaning ascribed to it in the Agreement;
“ Chargeable Payment ”	has the meaning ascribed to it in Section 1088 of the CTA 2010;
“ Claim ”	means the issue of any notice, letter or other document by or on behalf of any Tax Authority or the taking of any other action by or on behalf of any Tax Authority from which notice, letter, document or action it appears that an Indivior Tax Liability, or a RB Tax Liability, is to be, or will be, imposed on a member of the Indivior Group or, as the case may be, a member of the RB Group;
“ Completion ”	has the meaning ascribed to it in the Agreement;

“ CTA 2009 ”	means the Corporation Tax Act 2009;
“ CTA 2010 ”	means the Corporation Tax Act 2010;
“ Demerger ”	has the meaning ascribed to it in the Agreement;
“ Demerger Date ”	means the date on which Completion occurs;
“ Demerging Group ”	means RBP Global and its subsidiary undertakings on Completion;
“ Event ”	means any transaction, event, circumstance, action or omission, including, without limitation, any change in the residence of any person for the purposes of any Tax;
“ Group ”	means, in relation to RB, the RB Group and, in relation to Indivior, the Indivior Group;
“ Group Payment Arrangement ”	means any arrangement entered into pursuant to section 36 Finance Act 1998 and/or section 59F Taxes Management Act 1970, or any similar group payment arrangement under which Reckitt Benckiser plc has agreed to discharge the corporation tax liabilities of any of its subsidiary undertakings;
“ Group Relief ”	means any loss, allowance or other amount eligible for surrender by way of group relief in accordance with the provisions contained in Part 5 CTA 2010, or any corresponding relief outside the United Kingdom;
“ HMRC ”	means HM Revenue & Customs;
“ ICTA ”	means the Income and Corporation Taxes Act of 1988;
“ Indemnified Company ”	has the meaning set out in <u>clause 8</u> ;
“ Indivior Affiliate ”	means Indivior, RBP Global, any subsidiary undertaking of either of them, any holding company of either of them and any subsidiary undertakings of any such holding company in each case from time to time but after Completion;

“Indivior Group”	means Indivior and its subsidiary undertakings immediately after Completion, and the expressions “member of the Indivior Group” and “Indivior Group Company” shall be construed accordingly;
“Indivior Overprovision”	means, if the amount of the Aggregate Overprovisions exceeds the amount of the Aggregate Underprovisions, the amount of that excess;
“Indivior Relief”	means any Relief arising to an Indivior Group Company which arises as a consequence of or by reference to an Event occurring (or deemed to occur) after Completion or in respect of a period commencing after Completion;
“Indivior Tax Liability”	means: (A) a liability of any Indivior Group Company to make or suffer an actual payment of Tax; and (B) the use or set-off of any Indivior Relief in circumstances where, but for such use or set-off, any Indivior Group Company would have had an actual liability to Tax in respect of which Indivior would have been able to make a claim against RB under this Deed (the amount of the Tax liability for these purposes being deemed to be equal to the amount of the actual liability to Tax that is saved by the use or set-off of the Indivior Relief);
“Non-Pharma Business”	means the business (excluding the Pharma Business) which, prior to Completion, was or will be carried on by RB and its subsidiary undertakings from time to time but before Completion (such that, for the avoidance of doubt, such subsidiary undertakings shall include the Demerging Group) and which, after Completion, will be carried on by one or more RB Affiliate(s);
“Pharma Business”	means the pharmaceuticals business which, prior to Completion, was or will be carried on by RB and its subsidiary undertakings from time to time but before Completion (such that, for the avoidance of doubt, such subsidiary undertakings shall include the Demerging Group) and which, after Completion and as a result of the Demerger, will be carried on by one or more Indivior Affiliate(s);

“RB Affiliate”	means RB, its subsidiary undertakings, any holding company of RB and any subsidiary undertakings of any such holding company in each case from time to time but after Completion (such that, for the avoidance of doubt, RB Affiliate shall not include any member of the Demerging Group);
“RB Group”	means RB and its subsidiary undertakings immediately after Completion and the expressions “member of the RB Group” and “RB Group Company” shall be construed accordingly;
“RB Relief”	means any Relief arising to a RB Group Company which arises as a consequence of or by reference to an Event occurring (or deemed to occur) after Completion or in respect of a period commencing after Completion;
RB Tax Liability”	means: (A) a liability of any RB Group Company to make or suffer an actual payment of Tax; and (B) the use or set-off of any RB Relief in circumstances where, but for such use or set-off, any RB Group Company would have had an actual liability to Tax in respect of which RB would have been able to make a claim against Indivior under this Deed (the amount of the RB Tax Liability for these purposes being deemed to be equal to the amount of the actual liability to Tax that is saved by the use or set-off of the RB Relief);
“RBF (2010)”	means Reckitt Benckiser Finance (2010) Limited;
“RBP Global”	has the meaning ascribed to it in the Agreement;
“RBP Global Shares:	has the meaning ascribed to it in the Agreement;
“Relief”	means any loss, relief, allowance or credit in respect of any Tax and any deduction in computing Income, Profits or Gains for the purposes of any Tax, and any repayment of Tax;

“Relief Surrender”

means:

- (A) a surrender of any loss, allowance or other amount eligible for surrender by way of Group Relief in accordance with the provisions of Part 5 of CTA 2010;
- (B) a reallocation of a gain or loss in accordance with Section 171A TCGA;
- (C) a surrender of eligible unrelieved foreign tax in accordance with The Double Taxation Relief (Surrender of Relievable Tax Within a Group) Regulations 2001 (SI 2001/1163); or
- (D) a reallocation of a chargeable realisation gain in accordance with Section 792 CTA 2009;

or, outside the United Kingdom, any surrenders or reallocations corresponding to, or substantially similar to, any of the aforementioned surrenders or reallocations.

“Reorganisation”

means (i) the internal reorganisation undertaken by RB following the strategic review of its pharmaceuticals business in October 2013; and (ii) the internal reorganisation undertaken by RB in preparation for the Demerger, each of which as more fully described in the steps plans in Appendices 1A and 1B respectively (each as amended from time to time);

“subsidiary undertaking”

has the meaning ascribed to it in the Agreement;

“Tax”

means all taxes, levies, duties, imposts and any charges, deductions or withholdings in the nature of tax including taxes on gross or net Income, Profits or Gains and taxes on receipts, sales, use, occupation, franchise, employment, value added and personal property, whether of the United Kingdom or elsewhere (but excluding the United States), together with all penalties, charges and interest relating to any of them or to any failure to file any return required for the purposes of any of them, regardless of whether any such taxes, levies, duties, imposts, charges, deductions, withholdings, penalties and interest are chargeable directly or primarily against or attributable directly or primarily to a RB Group Company or an Indivior Group Company or any other person and of whether any amount in respect of any of them is recoverable from any other person as mentioned in [clause 10](#);

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“Tax Authority”

means any authority responsible for the collection or management of any Tax;

“Tax Period”

means an accounting period or any other period in respect of which a Tax return is required to be submitted to any Tax Authority;

“TCGA”

means the Taxation of Chargeable Gains Act 1992;

“TIOPA”

means the Taxation (International and Other Provisions) Act 2010;

“Transitional Services Agreement”

has the meaning ascribed to it in the Agreement;

“US Tax Matters Agreement”

has the meaning ascribed to it in the Agreement;

“VAT”

means:

- (A) within the European Union, any tax imposed by any Member State in conformity with the Directive of the Council of the European Union on the common system of value added tax (2006/112/EC); and
- (B) outside the European Union (but excluding the United States), any tax corresponding to, or substantially similar to, the common system of value added tax referred to in paragraph (A) of this definition;

“VATA Group”

means bodies corporate together treated as members of a group for VAT purposes;

“VAT 1994”

means the Value Added Tax Act 1994; and

1.2 References to:

- (A) “Income, Profits or Gains” shall include any income, profits or gains which are deemed to be earned, accrued or received for the purposes of any Tax; and
- (B) Income, Profits or Gains (as defined in [clause 1.2\(A\)](#)) as being earned, accrued or received on or before a particular date or in respect of a particular period shall mean Income, Profits or Gains which are regarded as having been, or are deemed to have been, earned, accrued or received on or before that date or in respect of that period for the purposes of any Tax; and

- 1.3 Unless otherwise specified:
- (A) references to clauses or Schedules are to clauses or Schedules of this Deed;
 - (B) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, re-written or re-enacted;
 - (C) references to a **“person”** shall be construed so as to include any individual, firm, company, government, state or agency of a state local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
 - (D) references to a **“company”** shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
 - (E) the expression **“body corporate”** shall have the meaning given to it in the Companies Act 2006;
 - (F) references to writing shall include any modes of reproducing words in a legible and non transitory form;
 - (G) references to times of the day are to London time;
 - (H) headings to clauses and sub-clauses are for convenience only and do not affect the interpretation of this Deed;
 - (I)
 - (i) the rule known as the ejusdem generis rule shall not apply and accordingly general words introduced by the word “other” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; and
 - (ii) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;
 - (J) the liability of the representative member of a VAT Group to pay any VAT due on supplies by any member of that VAT Group shall be a “primary” liability, but the joint and several liability of each other member of that VAT Group for any VAT due from the representative member shall not be a “primary” liability;
 - (K) references to **“period”** are to a period of time and not to an accounting period unless the phrase “accounting period” is used;
 - (L) the expressions **“holding company”** and **“subsidiary undertaking”** shall have the meaning given in the Companies Act 2006; and
- 1.4 for the avoidance of doubt, any reference to an Indivior Tax Liability or RB Tax Liability arising directly as a consequence of the Reorganisation shall not include any Indivior Tax Liability or RB Tax Liability arising in respect of Income, Profits or Gains earned, accrued or

received after the relevant “step” of the Reorganisation has been completed such that whilst it would include, for example, a reference to a liability of an Indivior Group Company or RB Group Company to make a payment of Tax on a dividend paid to that Indivior Group Company or RB Group Company as part of the Reorganisation it would not include, for example, a reference to a liability of an Indivior Group Company or RB Group Company to make a payment of Tax on interest accruing on a loan made by that Indivior Group Company or RB Group Company as part of the Reorganisation.

2. **RB Tax Covenant**

- 2.1 Subject to clauses 2.2 to 2.4, RB hereby covenants with Indivior to pay to Indivior an amount equal to any Indivior Tax Liability arising directly as a consequence of:
- (A) the Reorganisation;
 - (B) the Demerger (including the making of a Chargeable Payment by a RB Affiliate);
 - (C) the failure by any RB Group Company (or any other company or companies which either are, or have at any time prior to Completion been, treated as members of the same group as, or otherwise connected with, RB for any Tax purpose, but excluding any member of the Demerging Group) to discharge a liability to Tax for which that RB Group Company (or that other company) is primarily liable;
 - (D) (without prejudice to (C) above) the failure by any member of the RB Group to discharge in full its obligations as the representative member of a VAT Group (including the obligation of that representative member to pay any VAT due on supplies by any member of that VAT Group);
 - (E) any Income, Profits or Gains being earned, accrued or received as a result of any Indivior Group Company carrying on, at any time before Completion, any Non-Pharma Business; or
 - (F) the provisions of Part XVII of Chapter IV of ICTA, Part 9A of TIOPA or similar provisions outside the United Kingdom applying in relation to any RB Group Company,

save that RB shall be under no obligation to make a payment under this clause 2.1 to the extent that a payment has been made to the relevant Indivior Group Company so that the Indivior Tax Liability has been made good without cost to such Indivior Group Company.

2.2 The covenant contained in clause 2.1 shall not apply to any Indivior Tax Liability to the extent that:

- (A) it has been provided for in the Accounts of any Indivior Group Company;
- (B) it has been discharged on or before Completion;
- (C) in respect of any liability under clause 2.1 (E), the liability is in relation to an adjustment under Part 4 of TIOPA in which case the provisions of clause 14 shall apply in priority to clause 2.1(E):

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- (D) it would not have arisen but for a voluntary transaction, action or omission carried out, effected or made by any Indivior Group Company at any time after Completion, other than any such transaction, action or omission carried out, effected or made:
 - (i) in the ordinary course of the business or trade as carried on by an Indivior Group Company immediately prior to Completion;
 - (ii) at the written request of a RB Group Company; or
 - (iii) as expressly required or expressly permitted under the Agreement;
- (E) it arises in consequence of (i) the making of a Chargeable Payment by an Indivior Affiliate (other than a Chargeable Payment being made with the express written consent of RB) or (ii) any action or omission of any Indivior Group Company on or after Completion which prevents the transfer of the RBP Global Shares to Indivior and the issue of shares by Indivior pursuant to the Agreement from being an exempt distribution for the purposes of section 1075 CTA 2010 save where such action or omission is expressly required or expressly permitted under the Agreement;
- (F) it arises in consequence of any changes after Completion of the date to which an Indivior Group Company makes up its accounts or in the bases, methods or policies of accounting of any Indivior Group Company;
- (G) it has been made good without cost to any Indivior Group Company;
- (H) any Relief (other than an Indivior Relief and any Relief taken into account in clause 10 (in relation to a payment under this clause 2)) is available to relieve or mitigate such Indivior Tax Liability;
- (I) it arises as a consequence of any failure by either Indivior at any time or any other Indivior Group Company after Completion to comply with any of its obligations under this Deed or the Agreement or any of the other Ancillary Agreements;
- (J) any Indivior Group Company has otherwise made recovery in respect of that Indivior Tax Liability under this Deed or by means of a claim under any provision of the Agreement or any of the Ancillary Agreements; or
- (K) it is a liability to stamp duty or stamp duty reserve tax arising on the transfer (or any agreement or instrument therefor) of the RBP Global Shares to Indivior or the issue of shares by Indivior in consideration therefor pursuant to the Demerger.

2.3 No claim may be brought under clause 2.1 against RB unless Indivior shall have given to RB written notice of such claim specifying (in detail that is reasonable in the circumstances) the matter which gives rise to the claim, the nature of the claim and the amount claimed in respect thereof on or before the date falling three months after the expiry of the period specified by statute during which an assessment of the relevant Tax liability may be issued by the relevant Tax Authority or, if there is no such period, the date falling six years and thirty days after the end of the accounting period of the relevant Indivior Group Company in which Completion occurs.

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2.4 RB shall not be liable in respect of any individual claim under clause 2.1 for less than £[***].

3. Indivior Tax Covenant

3.1 Subject to clauses 3.2 to 3.5, Indivior hereby covenants with RB to pay to RB an amount equal to any RB Tax Liability arising directly as a consequence of:

- (A) the making of a Chargeable Payment by any Indivior Affiliate;
- (B) any action of an Indivior Group Company on or after Completion which prevents the transfer of the RBP Global Shares to Indivior and the issue of shares by Indivior pursuant to the Agreement from being an exempt distribution for the purposes of section 1 075 CTA 2010;
- (C) the failure by any Indivior Group Company to discharge a liability to Tax for which that Indivior Group Company is primarily liable;
- (D) (without prejudice to ((C)) above) the failure by any member of the Indivior Group to discharge in full its obligations as the representative member of a VAT Group (including the obligation of that representative member to pay any VAT due on supplies by any member of that VAT Group);

- (E) any Income, Profits or Gains being earned, accrued or received as a result of any RB Group Company carrying on, at any time before Completion, any Pharma Business, unless such Income, Profits or Gains were earned, accrued or received directly as a consequence of the Reorganisation or the Demerger; or
- (F) the provisions of Part XVII of Chapter IV of ICTA, Part 9A of TIOPA or similar provisions outside the United Kingdom applying in relation to any Indivior Group Company,

save that Indivior shall be under no obligation to make a payment under this clause 3.1 to the extent that a payment has been made to the relevant RB Group Company so that the RB Tax Liability has been made good without cost to such RB Group Company.

3.2 The covenant contained in clause 3.1 shall not apply to any RB Tax Liability to the extent that:

- (A) it has been provided for in the Accounts of any RB Group Company;
- (B) it has been discharged on or before Completion;
- (C) in respect of any liability under clause 3.1(E), the liability is in relation to an adjustment under Part 4 of TIOPA in which case the provisions of clause 14 shall apply in priority to clause 3.1(E);
- (D) it would not have arisen but for a voluntary transaction, action or omission carried out, effected or made by any RB Group Company at any time after Completion, other than any such transaction, action or omission carried out, effected or made:

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- (i) in the ordinary course of the business or trade as carried on by a RB Group Company immediately prior to Completion;
 - (ii) at the written request of any Indivior Group Company; or
 - (iii) as expressly required or expressly permitted under the Agreement;
- (E) it arises in consequence of any changes after Completion of the date to which a RB Group Company makes up its accounts or in the bases, methods or policies of accounting of any RB Group Company;
- (F) it has been made good without cost to any RB Group Company;
- (G) any Relief (other than a RB Relief and any Relief taken into account in clause 10 (in relation to a payment under this clause 3)) is available to relieve or mitigate such RB Tax Liability;
- (H) it arises as a consequence of any failure by any RB Group Company to comply with any of its obligations under this Deed or the Agreement or any of the Ancillary Agreements; or
- (I) any RB Group Company has otherwise made recovery in respect of that RB Tax Liability under this Deed or by means of a claim under any provision of the Agreement or any of the other Ancillary Agreements.

3.3 No claim may be brought under clause 3.1(E) in respect of an RB Tax Liability which is:

- (A) a liability of Reckitt Benckiser (Australia) Pty Limited to make or suffer a payment of Australian tax in respect of Income, Profits or Gains earned, accrued or received on or after 1 January, 2014 and on or before 30 June, 2014;
- (B) a liability of Reckitt Benckiser Healthcare (Italia) SpA to make or suffer a payment of Italian tax in respect of Income, Profits or Gains earned, accrued or received on or after 1 January, 2014 and on or before 30 June, 2014; or
- (C) a liability of Reckitt Benckiser Holding GmbH & Co KG to make or suffer a payment of German tax in respect of Income, Profits or Gains earned, accrued or received on or after 1 January, 2014 and on or before 30 June, 2014,

except, in each case, to the extent such Income, Profits or Gains exceed the amount of such Income, Profits or Gains taken into account in completing and filing the relevant Tax return for the relevant Tax Period (but not in subsequently amending any such returns in consequence of any Claim) and provided that such Tax returns have been prepared on a basis which is consistent with the prior practice of the relevant taxpayer;

3.4 No claim may be brought under clause 3.1 against Indivior unless RB shall have given to Indivior written notice of such claim specifying (in detail that is reasonable in the circumstances) the matter which gives rise to the claim, the nature of the claim and the amount claimed in respect thereof on or before the date falling three months after the expiry of the period specified by statute during which an assessment of the relevant Tax liability may be issued by the relevant Tax Authority or, if there is no such period, the date falling six years and

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thirty days after the end of the accounting period of the relevant RB Group Company in which Completion occurs.

3.5 Indivior shall not be liable in respect of any individual claim under clause 3.1 for less than £[***].

4. Mitigation

- 4.1 Indivior shall, at the direction in writing of RB, take, or procure that any other Indivior Group Company shall take, all such steps as RB may require to allow RB to reduce or eliminate any Indivior Tax Liability referred to in clause 2.1 by:
- (A) making, or procuring that any other RB Group Company makes, a Relief Surrender; or
 - (B) otherwise surrendering or transferring, or procuring that any other RB Group Company surrenders or transfers, so far as lawfully possible, any Relief to any Indivior Group Company,
- in each case for no consideration.
- 4.2 RB shall, at the direction in writing of Indivior, take, or procure that any RB Group Company shall take, all such steps as Indivior may require to allow Indivior to reduce or eliminate any RB Tax Liability referred to in clause 3.1 by:
- (A) making, or procuring that any Indivior Group Company makes, a Relief Surrender; or
 - (B) otherwise surrendering or transferring, or procuring that any other Indivior Group Company surrenders or transfers, so far as lawfully possible, any Relief to any RB Group Company,
- in each case for no consideration.

5. Costs and Expenses

- 5.1 RB hereby covenants to pay to Indivior an amount equal to any reasonable costs or expenses properly incurred or payable by an Indivior Group Company in connection with or in consequence of any Indivior Tax Liability referred to in clause 2 or in successfully taking any action under clause 2.
- 5.2 Indivior hereby covenants to pay to RB an amount equal to any reasonable costs or expenses properly incurred or payable by a RB Group Company in connection with or in consequence of any RB Tax Liability referred to in clause 3 or in successfully in taking any action under clause 3.

6. Payments and Grossing Up

- 6.1 All payments made under clauses 2 and 3 shall be paid free and clear of all deductions or withholdings whatsoever, save only as may be required by law.

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- 6.2 If the payer is required by law to make any deduction or withholding from any payment referred to in clause 6.1, it shall do so and any sum due from the payer in respect of such payment (except to the extent that the sum constitutes interest) shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding and taking into account any Relief that it is reasonable to expect that the recipient will receive and use in respect of the increased payment made by the payer pursuant to this clause 6.2, the recipient receives an amount equal to the amount it would have been entitled to receive had no deduction or withholding been required to be made.
- 6.3 If any payment under clauses 2 or 3 is subject to a liability to Tax within the United Kingdom in the hands of the recipient, the payer shall be obliged to pay such additional amount as (after taking into account any liability to Tax arising in the hands of the recipient in respect of such amount) will ensure that the recipient receives an amount equal to the amount it would have received had the payment not given rise to a liability to Tax in the hands of the recipient.
- ## 7. Conduct of Claims relevant for clauses 2 and 3
- 7.1 Indivior shall procure that, if an Indivior Group Company becomes aware of any Claim relating to its Tax affairs which is relevant for the purposes of clause 2 or of circumstances likely to give rise to such a Claim, the relevant Indivior Group Company shall as soon as reasonably practicable give written notice thereof to RB.
- 7.2 If RB shall indemnify the relevant Indivior Group Company to its reasonable satisfaction against any losses, fines, penalties, interest, charges, costs and expenses arising therefrom, Indivior shall procure that the relevant Indivior Group Company shall take such action as RB may reasonably request to avoid, dispute, resist, appeal, compromise or defend such Claim and RB shall have the right to nominate professional advisers for this purpose provided always that:
- (A) the relevant Indivior Group Company shall be kept fully informed of all matters pertaining thereto and shall be entitled to see copies of all correspondence pertaining thereto;
 - (B) the appointment of solicitors or other professional advisers shall be subject to the approval of the relevant Indivior Group Company (such approval not to be unreasonably withheld or delayed);
 - (C) all written communications (including any emails) pertaining to the dispute which are to be transmitted to the relevant Tax Authority shall first be submitted promptly to the relevant Indivior Group Company for approval and shall only be finally transmitted if such approval is given (such approval not to be unreasonably withheld or delayed); and
 - (D) a representative from Indivior or its nominated advisor shall be given the opportunity to attend any meeting or call with any Tax Authority pertaining to the dispute and shall be fully briefed in relation to the purposes of the meeting or call in sufficient time prior to the meeting or call to enable the representative or advisor to prepare for the meeting or call.

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7.3 This clause 7 shall apply, mutatis mutandis (with any necessary consequential changes), to the parties in relation to any Claim relating to RB's Tax affairs which is relevant for the purposes of clause 3 or of circumstances likely to give rise to such a Claim.

8. Date for Payment

Where either party becomes liable to make any payment pursuant to clauses 2 or 3 the due date for the making of that payment shall be:

- (A) in a case which involves an actual payment of Tax, the later of (i) the date falling 3 Business Days prior to the last date on which the member of the relevant Group whose Tax Liability has given rise to the relevant payment pursuant to clauses 2 or 3 of this Deed (the "**Indemnified Company**") would have had to have paid the Tax that has given rise to the liability under this Deed in order to avoid incurring a liability to interest or a charge or penalty in respect of that liability and (ii) the date falling 10 Business Days after the party which is liable to make the payment under this Deed has been notified of its liability by the other party;
- (B) in a case which involves the setting off of a right to repayment of Tax or the utilisation of Relief, the later of (i) the date falling 3 Business Days prior to the last date on which the Indemnified Company would have had to have paid the Tax against which the repayment that has given rise to the liability under this Deed has been set off or which would have been paid but for the utilisation of the Relief (as the case may be) in order to avoid incurring a liability to interest or a charge or penalty in respect of that liability and (ii) the date falling 10 Business Days after the party which is liable to make the payment under this Deed has been notified of its liability by the other party; and
- (C) in a case which involves a payment pursuant to clause 5, the date falling 10 Business Days after the party which is liable to make the payment under the relevant clause has been notified of its liability by the Indemnified Company.

9. Recovery

- 9.1 Where a RB Group Company is entitled to recover from any other person (other than an Indivior Group Company, but including a Tax Authority) any sum in respect of any matter to which clause 3 relates, RB shall procure that the relevant RB Group Company shall (if requested by and subject to Indivior's indemnifying and securing the relevant RB Group Company to its reasonable satisfaction against all reasonable costs or expenses which may thereby be incurred) take such action as Indivior shall reasonably request to enforce such recovery against the person in question and RB shall procure that the relevant RB Group Company shall account to Indivior for any sums so recovered (including any interest paid by such a person) up to an amount not exceeding the amount paid by Indivior under clause 3 in respect of the relevant matter.
- 9.2 This clause 9 shall apply, mutatis mutandis (with any necessary consequential changes), to the parties in relation to an entitlement of Indivior to recover from any person (other than a RB

Group Company, but including a Tax Authority) a sum in respect of any matter to which clause 2 relates.

10. Overprovisions and reliefs

- 10.1 If the auditors for the time being of any Indivior Group Company shall certify (at the request and expense of RB) that there is an Indivior Overprovision, then the amount of the Indivior Overprovision shall be dealt with in accordance with clause 10.3.
- 10.2 Where RB has made a payment to Indivior under clause 2, or such a payment has become due, in respect of an Indivior Tax Liability and such Indivior Tax Liability gives, or the circumstances giving rise thereto give, rise to a Relief or actual saving of Tax for an Indivior Group Company which otherwise would not have arisen, Indivior shall procure that the amount of the Relief or saving less any Tax thereon shall be dealt with in accordance with clause 10.3.
- 10.3 Where it is provided under clause 10.1 or clause 10.2 that any amount (the "**Relevant Amount**") is to be dealt with in accordance with this clause 10.3:
- (A) the Relevant Amount shall first be set off against any payment then due from RB under this Deed;
 - (B) to the extent there is an excess, a refund shall be made to RB of any previous payment or payments made by RB under this Deed and not previously refunded under this clause 10.3(B) up to the amount of such excess; and
 - (C) to the extent that the excess referred to in clause 10.3(B) is not exhausted under that clause, then the remainder of that excess shall be carried forward and set off against any future payment or payments which become due from RB under this Deed.
- 10.4 The provisions of clauses 10.2 to 10.3 above shall apply, mutatis mutandis (with any necessary consequential changes), to the parties in relation to any RB Tax Liability which has resulted in a payment having been made or becoming due from Indivior under clause 3.

11. Tax Returns

RB Tax Returns

- 11.1 RB shall prepare the Tax returns of the members of the RB Group for all Tax Periods and shall prepare the Tax returns of the members of the Indivior Group for all Tax Periods ended on or before Completion, in each case, to the extent that the same shall not have been submitted before Completion.

- 11.2 RB shall submit each such Tax return referred to in clause 11.1 (except for any such Tax return that relates to a Tax Period for which the last date on which such return may be filed with the applicable Tax Authority without incurring interest and penalties is within 10 days of Completion) which relates to a matter for which Indivior may be liable under clause 3 and any other corporation tax return of an Indivior Group Company for the accounting period current at Completion in draft form to Indivior at least 60 days before the last date on which such return

may be filed with the applicable Tax Authority without incurring interest and penalties and Indivior shall be given an opportunity to make comments thereon. RB shall procure that:

- (A) all reasonable comments of Indivior which relate to a matter for which Indivior may be liable under clause 3 that are received 5 Business Days before the last date on which such return may be filed with the applicable Tax Authority without incurring interest and penalties are properly reflected in the relevant Tax return; and
- (B) the relevant Tax return, with such comments reflected, is signed and submitted to the appropriate Tax Authority on a timely basis,

PROVIDED THAT RB shall not be obliged to procure that a RB Group Company takes any such action as is mentioned in this clause 11.2 in relation to any Tax return that is not, to the best of that member's knowledge, correct and complete.

Indivior Tax Returns

- 11.3 Subject to clause 11.4, Indivior shall prepare the Tax returns of the members of the Indivior Group for all Tax Periods (other than the Tax returns referred to in clause 11.1) to the extent that the same shall not have been submitted before Completion.
- 11.4 If a Tax return of an Indivior Group Company referred to in clause 11.3 relates to a Tax Period for which the last date on which such return may be filed with the applicable Tax Authority without incurring interest and penalties is within 10 days of Completion then RB shall prepare such returns. Indivior shall procure that any such Tax return, and any Tax return referred to in clause 11.1 (if relevant) is signed and submitted to the appropriate Tax Authority on a timely basis without amendment PROVIDED THAT Indivior shall not be obliged to procure that an Indivior Group Company takes any such action as is mentioned in this clause 11.4 in relation to any Tax return that is not, to the best of that member's knowledge, correct and complete.
- 11.5 Indivior shall submit each such Tax return referred to in clause 11.3 which relates to a matter for which RB may be liable under clause 2 and any other corporation tax return of an Indivior Group Company for the accounting period current at Completion (other than any Tax returns referred to in clause 11.1) in draft form to RB at least 60 days before the last date on which such return may be filed with the applicable Tax Authority without incurring interest and penalties and RB shall be given an opportunity to make comments thereon. Indivior shall procure that:
- (A) all reasonable comments of RB which relate to a matter for which RB may be liable under clause 2 that are received 5 Business Days before the last date on which such return may be filed with the applicable Tax Authority without incurring interest and penalties are properly reflected in the relevant Tax return; and
 - (B) the relevant Tax return, with such comments reflected, is signed and submitted to the appropriate Tax Authority on a timely basis,

PROVIDED THAT Indivior shall not be obliged to procure that an Indivior Group Company takes any such action as is mentioned in this clause 11.5 in relation to any Tax return that is not, to the best of that member's knowledge, correct and complete.

General

- 11.6 RB shall procure that the members of the RB Group shall afford such access to their books, accounts and records as is necessary and reasonable to enable Indivior to exercise its rights and obligations under this clause 11 and clause 15.
- 11.7 Indivior shall procure that the members of the Indivior Group shall afford such access to their books, accounts and records as is necessary and reasonable to enable RB to exercise its rights and obligations under this clause 11 and clause 15.
- 11.8 Nothing done by or at the request of Indivior pursuant to this clause 11 shall in any respect restrict or reduce any rights RB may have to make a claim against Indivior under this Deed in respect of any such RB Tax Liability as is mentioned in clause 3.
- 11.9 Nothing done by or at the request of RB pursuant to this clause 11 shall in any respect restrict or reduce any rights Indivior may have to make a claim against RB under this Deed in respect of any such Indivior Tax Liability as is mentioned in clause 2.
- 11.10 RB shall, in addition to complying with its obligations pursuant to clause 11.6, at the request of Indivior, co-operate with Indivior in the preparation of Tax returns in respect of any Tax Period beginning on or before Completion except to the extent that such co operation might prejudice the interests of a RB Group Company or would otherwise be onerous or unreasonable.
- 11.11 Indivior shall, in addition to complying with its obligations pursuant to clause 11.7, at the request of RB, co-operate with RB in the preparation of Tax returns in respect of any Tax Period beginning on or before Completion except to the extent that such co-operation might prejudice the interests of an Indivior Group Company or would otherwise be onerous or unreasonable.
- 11.12 RB shall, at the request of Indivior, co-operate with Indivior in connection with the determination of any liability to Tax or other matter relating to an Indivior Group Company which is disputed by any Tax Authority where the liability to Tax or other matter relates to a period before Completion

or to assets which were owned by a member of the Demerging Group at Completion except to the extent that such co operation might prejudice the interests of a RB Group Company or would otherwise be onerous or unreasonable.

- 11.13 Indivior shall, at the request of RB, co-operate with RB in connection with the determination of any liability to Tax or other matter relating to a RB Group Company which is disputed by any Tax Authority where the liability to Tax or other matter relates to a period before Completion or to assets which were owned by a RB Group Company at Completion except to the extent that such co-operation might prejudice the interests of an Indivior Group Company or would otherwise be onerous or unreasonable.
- 11.14 RB shall procure that (except where requested in writing by Indivior) after Completion no RB Group Company:-
- (A) amends, withdraws or disclaims any election or claim made before Completion; or
 - (B) disclaims any allowance or Relief claimed before Completion.

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- 11.15 Indivior shall procure that (except where requested in writing by RB) after Completion no Indivior Group Company:-
- (A) amends, withdraws or disclaims any election or claim made before Completion; or
 - (B) disclaims any allowance or Relief claimed before Completion.
- 11.16 The provisions of clauses 7, 12, 14 and 15 shall take priority over this clause 11.
- 11.17 This clause 11 shall operate without prejudice to any rights and/or obligations that Indivior or RB have under the Transitional Services Agreement.

12. Group Relief

- 12.1 Subject to clause 12.2 of this Agreement, Indivior shall procure that each Indivior Group Company shall make such surrenders of Group Relief in respect of any accounting period beginning on or before Completion to the RB Group Companies as RB may in its sole discretion direct in writing.
- 12.2 Indivior shall be under no obligation to procure that the Indivior Group Companies make any surrender of Group Relief to the extent that such surrender cannot lawfully be made.
- 12.3 Indivior shall procure that the Indivior Group Companies use all reasonable endeavours to procure that full effect is given to the surrenders to be made under this clause 12 and that such surrenders are allowed in full by HMRC and (without prejudice to the generality of the foregoing) will sign and submit to HMRC all such notices of consent to surrender (including provisional or protective notices of consent in cases where any relevant Tax computation has not yet been agreed) and all such other documents and returns as may be necessary to secure that full effect is given to this clause 12.
- 12.4 RB shall procure that the RB Group Companies use all reasonable endeavours to procure that full effect is given to the surrenders to be made under this clause 12 and that such surrenders are allowed in full by HMRC and (without prejudice to the generality of the foregoing) will sign and submit to HMRC all such notices of consent to surrender (including provisional or protective notices of consent in cases where any relevant Tax computation has not yet been agreed) and all such other documents and returns as may be necessary to secure that full effect is given to this clause 12.
- 12.5 Subject to clause 12.8 below, in consideration for each surrender made pursuant to this clause 12, RB shall procure that the RB Group Company which is the recipient of the relevant surrender shall pay to the Indivior Group Company which is the surrendering company an amount equal to the product of the mainstream United Kingdom corporation tax rate for the accounting period in which the loss, allowance or other amount available for surrender arises (or, if more than one such rate applies to that period, the average rate for the period), expressed as a decimal, and the amount of the Relief surrendered.
- 12.6 If the amount of the relevant surrender is subsequently adjusted then:

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- (A) in cases where the amount of Relief surrendered is increased, the relevant RB Group Company shall pay to the relevant Indivior Group Company an amount equal to the product of the mainstream United Kingdom corporation tax rate for the accounting period in which the loss, allowance or other amount available for surrender arises (or, if more than one such rate applies to that period, the average rate for the period), expressed as a decimal, and the amount by which the Relief surrendered has been increased; and
 - (B) in cases where the amount of the Relief surrendered is decreased, the relevant Indivior Group Company shall refund to the relevant RB Group Company an amount equal to the product of the mainstream United Kingdom corporation tax rate for the accounting period in which the loss, allowance or other amount available for surrender arises (or, if more than one such rate applies to that period, the average rate for the period), expressed as a decimal, and the amount by which the Relief surrendered has been decreased.
- 12.7 Any sum payable under this clause 12 shall become due and payable within 15 Business Days of demand, which demand shall not be given prior to the date on which the relevant surrender or adjustment is made (except in the case of a refund pursuant to clause 12.6 which shall be made promptly on the surrender's being adjusted).
- 12.8 If the recipient of a surrender of Group Relief to be made pursuant to this clause 12 is RBF (2010) then no amount shall be payable by RBF (2010) or any other RB Group Company to the surrendering company in consideration for such surrender.

12.9 This clause 12 shall apply, mutatis mutandis (with any necessary consequential changes but excluding clause 12.8 and any references to such clause), to the parties in relation to any surrenders of Group Relief that Indivior may in its sole discretion direct in writing that the RB Group Companies should make.

13. Group Payments Arrangements

13.1 Indivior shall procure that any Indivior Group Company which is, or has at any time been, a member of the Group Payment Arrangement contributes to Reckitt Benckiser plc, within two Business Days after written demand is made therefor (or, if later, five Business Days before the amount becomes due and payable to HMRC), an amount equal to any instalment of corporation tax which is to be or has been discharged by Reckitt Benckiser plc on behalf of the Indivior Group Company in question pursuant to the Group Payment Arrangement (as certified by Reckitt Benckiser plc) provided that no such contribution shall be made to the extent that:

- (A) such contribution was made prior to or on Completion; or
- (B) Indivior would otherwise have been able to make a claim against RB under this Deed in respect of that Tax or that payment (and no such claim shall be made to the extent that such Tax or such payment is borne and discharged by Reckitt Benckiser plc).

13.2 Pursuant to clause 13.1, RB shall:

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- (A) procure that Reckitt Benckiser plc shall pay to HMRC promptly following receipt thereof (of, if later, when the relevant amount is or would be due and payable to HMRC without incurring a liability to interest or penalties) an amount equal to any amount contributed to Reckitt Benckiser plc by any Indivior Group Company pursuant to the Group Payment Arrangement in respect of any instalment of corporation tax ("**GPA Contributed Amount**");
- (B) procure that Reckitt Benckiser plc shall (subject to clause 13.2(C) below) apportion to the relevant Indivior Group Company each GPA Contributed Amount, such apportionment to be final and to be made by reference to the instalment or instalments of corporation tax in respect of which the GPA Contributed Amount was paid; and
- (C) promptly pay, or procure that there is promptly paid, to the relevant Indivior Group Company an amount equal to:
 - (i) any excess of any amount contributed to Reckitt Benckiser plc pursuant to the Group Payment Arrangement by the relevant Indivior Group Company in respect of any instalment of corporation tax over the amount finally apportioned to the relevant Indivior Group Company in respect of that instalment or payment; and
 - (ii) an amount equal to interest on such excess at the rate applicable from time to time to overdue corporation tax for the period from the date of contribution to the date of payment pursuant to clause 13.2(C)(i) above.

13.3 RB shall procure that Reckitt Benckiser plc shall, to the extent that the same has not been done prior to Completion, give notice to HMRC to the effect that each Indivior Group Company that is party to the Group Payment Arrangement will cease from Completion to be a member of the same group of companies as Reckitt Benckiser plc.

14. Transfer Pricing

14.1 In any case in which an Indivior Group Company is the disadvantaged person and a RB Group Company is the advantaged person (in each case within the meaning of section 174(1) TIOPA):

- (A) Indivior shall, where required by notice from RB and provided such claim can legally and validly be made, procure that the disadvantaged person shall make a claim in such form as RB may require under, and account for corporation tax in accordance with, section 174(2) TIOPA; and
- (B) Indivior shall procure that the disadvantaged person shall pay in accordance with section 196 TIOPA to the advantaged person a sum equal to the amount of any Tax which is or will be saved or reduced (disregarding any Group Relief surrendered to the disadvantaged person) as a result of the claim referred to in clause 14.1(A), such payment not to exceed the "available compensating adjustment" (as that term is defined in section 196(3) TIOPA) and to be made in cleared funds on the date on which the benefit of the claim is received (whether by way of reduction in liability to

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Tax or by reduction in any payment required to be made for the surrender of Group Relief, as applicable).

14.2 In any case in which a RB Group Company is the disadvantaged person and an Indivior Group Company is the advantaged person (in each case within the meaning of section 174(1) TIOPA):

- (A) RB shall, where required by notice from Indivior and provided such claim can legally and validly be made, procure that the disadvantaged person shall make a claim in such form as Indivior may require under, and account for corporation tax in accordance with, section 174(2) TIOPA; and
- (B) RB shall procure that the disadvantaged person shall pay in accordance with section 196 TIOPA to the advantaged person a sum equal to the amount of any Tax which is or will be saved or reduced (disregarding any Group Relief surrendered to the disadvantaged person) as a

result of the claim referred to in clause 14.2(A), such payment not to exceed the “available compensating adjustment” (as that term is defined in section 196(3) TIOPA) and to be made in cleared funds on the date on which the benefit of the claim is received (whether by way of reduction in liability to Tax or by reduction in any payment required to be made for the surrender of Group Relief, as applicable).

- 14.3 If:
- (A) any transfer pricing adjustment is made under the provisions of any Tax legislation applicable to a jurisdiction other than the United Kingdom (but excluding the United States) in relation to an arrangement made on or before Completion between any RB Group Company and any Indivior Group Company; and
 - (B) the effect of that adjustment is to increase the liability to Tax of one party (the “first party”) in relation to that arrangement and to decrease the liability to Tax of the other party (the “second party”) or if the second party could, as a result of the adjustment having been made, make an election or claim which would have the effect of decreasing its liability to Tax without cost to the second party,

then the second party shall make such payment to the first party as it determines, acting reasonably, will leave it in no better or worse position, after-Tax, than if its liability to Tax had not been decreased as a result of the relevant adjustment.

15. **Worldwide Debt Cap**

15.1 In this clause 15:

- (A) “**authorised company**” means a company authorised for the purposes of Section 276 or Section 288 of TIOPA (as appropriate);
- (B) “**relevant period of account**” means a relevant period of account for the purposes of Part 7 of TIOPA;

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- (C) “**statement of allocated disallowances**” has the meaning ascribed to it in Section 278 TIOPA; and
- (D) “**statement of allocated exemptions**” has the meaning ascribed to it in Section 290 TIOPA.

15.2 After Completion, RB shall nominate a RB Group Company to be the authorised company for each relevant period of account beginning before Completion (the “**Nominated Authorised Company**”).

15.3 RB shall procure that each RB Group Company, and Indivior shall procure that each Indivior Group Company, appoints the Nominated Authorised Company as the authorised company for each such relevant period of account.

15.4 RB shall procure that the Nominated Authorised Company submits to Indivior for each relevant period of account beginning before Completion a draft statement of allocated disallowances and a draft statement of allocated exemptions prepared in each case on a reasonable basis and consistent with allowing:

- (A) subject to clause 15.4(B), the Indivior Group Companies and the RB Group Companies to utilise as far as possible any unrelieved losses carried forward from previous accounting periods;
- (B) save as agreed by the parties, the amount of Group Relief that is capable of being surrendered by Indivior Group Companies to RB Group Companies to be approximately \$[***]; and
- (C) so far as possible and subject to clauses 15.4(A) and 15.4(B), to the extent that a financing expense amount of an Indivior Group Company is to be disallowed, a financing income amount of an Indivior Group Company will be exempted and to the extent that a financing expense amount of a RB Group Company is to be disallowed, a financing income amount of a RB Group Company will be exempted.

15.5 RB shall procure that:

- (A) the Nominated Authorised Company shall give Indivior no less than 30 days to make comments on the draft statements referred to in clause 15.4;
- (B) all reasonable comments of Indivior that relate to the Tax position of the Indivior Group Companies and are consistent with the approach set out in clause 15.4 and that relate to an Indivior Group Company are properly reflected in such statements;
- (C) the Nominated Authorised Company submits those statements to HMRC within 12 months of the relevant period of account and promptly on so doing sends copies of the same to Indivior; and
- (D) the Nominated Authorised Company promptly sends a copy of any acknowledgement, query or other response relating thereto and received from HMRC to Indivior.

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16. **Interest**

Payments due to be made under this Deed shall, if not paid within 30 days of the due date and except to the extent that the liability giving rise to the payment compensates the recipient for the late payment by virtue of its extending to interest and penalties, carry interest at a rate of [***]%

above the base lending rate from time to time of the Bank of England for the period from the date for the period from the date falling 30 days after the due date to the date of actual payment.

17. US Tax Matters Agreement

This Deed governs how certain matters and arrangements relating to Tax in respect of the RB Group and the Indivior Group are to be dealt with following the Demerger (that is to say it does not deal with any matters or arrangements relating to tax of the United States). Separately, the US Tax Matters Agreement governs how certain matters and arrangements relating to tax of the United States in respect of the RB Group and the Indivior Group are to be dealt with following the Demerger.

18. General

18.1 Clauses 21 (Confidentiality), 24 (Notices), 26 (Contracts (Rights of Third Parties) Act 1999), 27 (Miscellaneous) (other than clauses 27.8 (Time of essence) and 27.11 to 27.12 (Termination)) and clause 28 (Governing Law and Jurisdiction) of the Agreement shall apply to this Deed mutatis mutandis as if set out herein (with any necessary consequential changes).

19. Notional end of Tax Period

19.1 For the purposes of the provisions of this Deed other than clause 11 (TAX RETURNS) and clause 12 (GROUP RELIEF) the Tax Period of each RB Group Company and each Indivior Group Company current at the time of Completion shall be deemed to end at that time (so that any Event occurring on the same day as, but after the time of, Completion shall be regarded as occurring in another Tax Period).

20. Stamp duty sharing agreement

20.1 If Section 75 of the Finance Act 1986 does not apply to the transfer of the RBP Global Shares to Indivior pursuant to the Agreement, the parties agree that:-

(A) unless expressly required or expressly permitted under the Agreement, to the extent that any action or omission (including any failure to act in accordance with the terms of the Agreement or any failure to comply with any reasonable request of RB) of any Indivior Group Company on or after Completion prevents Section 75 of the Finance Act 1986 from applying to the transfer of the RBP Global Shares to Indivior pursuant to the Agreement, then Indivior shall procure the stamping of the stock transfer form effecting such transfer and shall pay the stamp duty arising under Part 1 to Schedule 13 of the Finance Act 1999 in relation to such transfer to the relevant Tax Authority (together with any interest and/or penalties relating thereto); and

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(B) in all other cases, RB shall procure the stamping of the stock transfer form effecting such transfer and shall pay the stamp duty under Part 1 to Schedule 13 of the Finance 1999 in relation to such transfer to the relevant Tax Authority (together with any interest and/or penalties relating thereto save to the extent that such interest and/or penalties arise as a result of any action or omission of any Indivior Group Company, in which case such interest and/or penalties shall be payable by Indivior).

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IN WITNESS whereof this document has been executed as a deed and has been delivered on the day and year on which it has been dated.

Executed as a deed by)

Reckitt Benckiser Group plc)

acting by a director in the presence of:)

Director

Witness's signature: /s/ S. Panday

Name (print): Saiqa Panday

Occupation: Solicitor

Address: [***]

Executed as a deed by)

Indivior PLC)

acting by a director in the presence of:)

Director

Witness's signature: _____

Name (print):
Occupation:
Address:

IN WITNESS whereof this document has been executed as a deed and has been delivered on the day and year on which it has been dated.

Executed as a deed by
Reckitt Benckiser Group plc
acting by a director in the presence of:

)
)
)

Director

Witness’s signature:
Name (print):
Occupation:
Address:

Executed as a deed by
Indivior PLC
acting by a director in the presence of:

)
)
)

/s/ S. Thaxter

Director

Witness’s signature:
Name (print):
Occupation:
Address:

/s/ J. Rodriguez

Javier Rodriguez

Chief Legal Officer

[***]

Appendix 1A

[***]

Appendix 1B

Reckitt Benckiser — Reorganisation of the global Pharma business

[***]

Reckitt Benckiser — Reorganisation of the global Pharma business

THIS EXHIBIT HAS BEEN REDACTED AND IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST. REDACTED MATERIAL IS MARKED WITH [***] AND HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

UNITED STATES TAX MATTERS AGREEMENT

BY AND BETWEEN

RECKITT BENCKISER GROUP PLC

AND

INDIVIOR PLC

DATED AS OF 23 DECEMBER 2014

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UNITED STATES TAX MATTERS AGREEMENT dated as of 23 December 2014 this “Agreement”) by and between Reckitt Benckiser Group plc a corporation organized under the laws of England and Wales (“Parent”) and Indivior PLC, a corporation organized under the laws of England and Wales (“RB Pharma” and, together with Parent, each, a “Party” and collectively, the “Parties”).

WHEREAS, as of the date of this Agreement, the affiliated group of Parent includes RBP Global Holdings Limited (“RBP Global”), a corporation organized under the laws of England and Wales whose sole shareholder is Parent, and its Subsidiaries;

WHEREAS, Parent has effected the internal reorganization of its pharmaceutical business (which is referred to as the “Internal Reorganization,” and the steps and related transactions of which are described in Exhibit A-1 (as amended from time to time));

WHEREAS, the Parties believe that the Internal Reorganization qualifies as a “reorganization” under Section 368(a) of the U.S. Internal Revenue Code of 1986, as amended (the “Code”), with respect to which no gain or loss is recognized under Sections 361 and 355 of the Code;

WHEREAS, the Parties have entered into the Demerger Agreement, pursuant to which Parent will declare an in-specie dividend to the shareholders of Parent to be satisfied by Parent transferring its entire shareholding in RBP Global to RB Pharma in consideration for RB Pharma issuing common stock to the shareholders of Parent in the same proportion as they hold shares in Parent (which is referred to as the “Demerger” and the steps and related transactions of which are described in Exhibit A-2 (as amended from time to time));

WHEREAS, the Demerger will create two distinct groups of entities with different strategic, operational and economic characteristics, and with separate management teams, which the Parties believe will make the RB Pharma Business better placed to create value and pursue avenues for growth whilst allowing Parent to focus on its core businesses in the health, hygiene and home sectors;

WHEREAS, the Parties intend the Demerger to qualify as a “reorganization” under Section 368(a) of the Code, with respect to which no gain or loss is recognized under Sections 361 and 355 of the Code;

WHEREAS, the Parties will enter into an agreement to allocate the responsibilities, liabilities and benefits of transactions relating to all Taxes that are imposed (or may be imposed) by Governmental Authorities outside of the United States on, prior to and after the date on which the Demerger occurs (the “Demerger Date”) and to provide for and address certain other non-U.S. Tax matters (the “Demerger Tax Deed”) as of the date hereof; and

WHEREAS, the Parties desire to allocate the responsibilities, liabilities and benefits of transactions relating to all Taxes that are imposed (or may be imposed) by Governmental Authorities within the United States on, prior to and after the Demerger Date and to provide for and address certain other U.S. Tax matters.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties (each on behalf of itself and each of its Affiliates) hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definition of Terms. The following terms shall have the following meanings (such meanings to apply equally to both the singular and the plural forms of the terms defined). All Section and Exhibit references are to this Agreement unless otherwise stated.

“Action” means any claim, demand, action, cause of action, suit, countersuit, arbitration, litigation, inquiry, proceeding or investigation by or before any Governmental Authority or any arbitration or mediation tribunal or authority.

“Active Trade or Business” means the active conduct of the trade or business by the members of RB Pharma Group (determined in accordance with Section 355(b) of the Code) that is relied upon to satisfy the active trade or business requirement of Section 355(b) of the Code with respect to the Internal Reorganization or the Demerger.

“Adjustment Request” means any formal or informal claim or request filed with any Governmental Authority, for any Refund, underpayment or overpayment of Tax or any change in available Tax Attributes.

“Affiliate” means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, such specified Person; provided, however, that for purposes of this Agreement, no member of either Group shall be deemed to be an Affiliate of any member of the other Group. As used herein, “control” means the possession, directly or indirectly, of

the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities or other interests, by contract or otherwise.

“Agreement” has the meaning set forth in the recitals.

“Balance Sheet” has the meaning set forth in Section 3.01(a).

“Code” has the meaning set forth in the recitals.

“Demerger” has the meaning set forth in the recitals.

“Demerger Agreement” means the demerger agreement entered into between Parent and RB Pharma dated November 17, 2014.

“Demerger Date” has the meaning set forth in the recitals.

“Demerging Group” means RBP Global and each Person that will be a direct or indirect Subsidiary of RBP Global immediately prior to the Demerger.

“Demerger Tax Deed” has the meaning set forth in the recitals.

“Demerger Transactions” means the Demerger and any other transfer of cash and other assets (whether by contribution, sale or otherwise) between any member of Parent Group and any member of RB Pharma Group in connection with the Demerger.

“Final Determination” means the final resolution of liability for any Tax for any taxable period by or as a result of (i) a final and unappealable decision, judgment, decree or other order by any court of competent jurisdiction; (ii) a final settlement with the IRS or any other Taxing Authority, a closing agreement or accepted offer in compromise under Sections 7121 or 7122 of the Code, or a comparable arrangement under the laws of another jurisdiction; (iii) any allowance of a Refund in respect of an overpayment of Tax, but only after the expiration of all periods during which such amount may be recovered by the Taxing Authority imposing the Tax; (iv) a final settlement resulting from a competent authority determination; or (v) any other final disposition, including by mutual agreement of the parties or by reason of the expiration of the applicable statute of limitations or period for the filing of claims for Refunds, amended Tax Returns or appeals from adverse determinations.

“first party.” has the meaning set forth in Section 3.06.

“Governmental Authority” means any federal, state, local and foreign court, government, department, commission, board, bureau or agency, or any other regulatory, self-regulatory, administrative or governmental organization or authority.

“Group” means Parent Group and/or RB Pharma Group, as the context requires.

“Income Taxes” means all income or franchise Taxes or other Taxes based on income or net worth.

“Indemnifying Party” has the meaning set forth in Section 6.01.

“Indemnatee” has the meaning set forth in Section 6.01.

“Internal Reorganization” has the meaning set forth in the recitals.

“Internal Reorganization Transaction” means the Internal Reorganization and any other transfer of cash and other assets (whether by contribution, sale or otherwise) between any member of Parent Group and any member of RB Pharma Group or between any member of RB Pharma Group, in each case, in connection with the Internal Reorganization.

“IRS” means the United States Internal Revenue Service.

“Joint Return” means any Return that includes both a member of Parent Group and a member of RB Pharma Group.

“Law” means any applicable foreign, federal, national, state, provincial or local law (including common law), statute, ordinance, rule, regulation, code or other requirement enacted, promulgated, issued or entered into, or act taken, by a Governmental Authority.

“Other Taxes” means all Taxes other than Income Taxes, including (but not limited to) transfer, sales, use, payroll, property, and unemployment Taxes.

“Parent” has the meaning set forth in the recitals.

“Parent Business” means all businesses and operations of Parent Group, other than the RB Pharma Business.

“Parent Group” means (i) Parent and each Person that will be a direct or indirect Subsidiary of Parent immediately after the Demerger and (ii) each Person that is or becomes a member of Parent Group after the Demerger.

“Parent Separate Return” means a Tax Return of any member of Parent Group (including any consolidated, combined, affiliated or unitary Return) that does not include, for all or any portion of the relevant taxable period, any member of RB Pharma Group.

“Person” means any natural person, corporation, general or limited partnership, limited liability company or partnership, joint stock company, joint venture, association, trust, bank, trust company, land trust, business trust or other organization, whether or not a legal entity, and any Governmental Authority.

“Post-Demerger Tax Period” means any taxable period (or portion thereof) beginning after the Demerger Date.

“Pre-Demerger Tax Period” means any taxable period (or portion thereof) ending on or before the Demerger Date.

“Proposed Acquisition Transaction” has the meaning set forth in Section 5.02(b)(i).

“RB Pharma” has the meaning set forth in the recitals.

“RB Pharma Asset” means any property, business, right in Business Information (as defined in the Demerger Agreement) or other asset (tangible or intangible and including rights pursuant to any contracts, arrangements and undertakings including any domain names and any Intellectual Property Rights (as defined in the Demerger Agreement), but excluding, for the avoidance of doubt, any RB Domain Names (as defined in the Demerger Agreement) or RB Trade Marks (as defined in the Demerger Agreement)), which were either used prior to the Demerger exclusively by any member of the RB Pharma Group in the RB Pharma Business or properly should be regarded as part of the RB Pharma Business.

“RB Pharma Business” means the pharmaceuticals business which, prior to the effective time of the Demerger, was carried on by Parent and its Subsidiaries including members of the Demerging Group, and which, after the effective time of the Demerger, will be carried on by one or more members of RB Pharma Group.

“RB Pharma Group” means (i) RB Pharma, (ii) the Demerging Group and (iii) each Person that is or becomes a member of RB Pharma Group after the Demerger.

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“RB Pharma Separate Return” means a Tax Return of any member of RB Pharma Group (including any consolidated, combined, affiliated or unitary Return) that does not include, for all or any portion of the relevant taxable period, any member of Parent Group.

“Refund” means any cash refund of Taxes or reduction of Taxes by means of credit, deduction, offset or otherwise, and all interest received with respect thereto.

“Reportable Transaction” means a reportable or listed transaction as defined in Section 6011 of the Code or the Treasury Regulations promulgated thereunder, other than a loss transaction as defined in Treasury Regulations Section 1.6011-4(b)(5).

“Restricted Period” means the period beginning on the date of this Agreement and ending on, and including, the last day of the two-year period following the Demerger Date.

“Ruling” means all private letter rulings granted by theirs or any other Taxing Authority relating to the Transactions (whether granted prior to, on or after the date hereof), requests for such rulings, including all supplemental ruling requests and information submissions, and any exhibit to any of the foregoing.

“Satisfactory Guidance” means, at the election of RB Pharma, either a ruling from theirs or an Unqualified Tax Opinion in either case reasonably satisfactory to Parent in both form and substance, including with respect to any underlying assumptions or representations. Satisfactory Guidance shall not include an Unqualified Tax Opinion with respect to which Parent’s counsel, of recognized national standing, provides an opinion to Parent that the conclusions in such Unqualified Tax Opinion are not free from doubt. For the avoidance of doubt, this definition, and its use in this Agreement are intended to allow Parent to prevent RB Pharma from taking the action that is the subject of a ruling from the IRS or an Unqualified Tax Opinion, if Parent determines in good faith that there is any Tax risk to it from such action based upon either (1) any uncertainty concerning any underlying assumptions or representations in such ruling or opinion or (2) any legal uncertainty referred to in advice it receives from its counsel.

“second party” has the meaning set forth in Section 3.06.

“Section 355 Entities” means the entities listed on Exhibit B.

“Separate Return” means (i) in the case of RB Pharma Group, a RB Pharma Separate Return and (ii) in the case of Parent Group, a Parent Separate Return.

“Straddle Period” means any taxable period beginning on or before the Demerger Date and ending after the Demerger Date.

“Subsidiary” means, with respect to any Person, any other Person of which such first Person (either alone or through or together with any other Subsidiary of such first Person) owns, directly or indirectly, a majority of the stock or other equity interests the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such other Person.

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“Tax Advisor” means a Tax counsel or other Tax advisor that is, with respect to any opinion issued after the date hereof, is of recognized national standing reasonably acceptable to both Parties.

“Tax Attributes” means earnings and profits, Tax basis, net operating and capital loss carryovers or carrybacks, alternative minimum Tax credit carryovers or carrybacks, general business credit carryovers or carrybacks, Tax credits or credits against Tax, disqualified interest and excess limitation carryovers or carrybacks, overall domestic losses, overall foreign losses, research and experimentation credit base periods, all other items that are determined or computed on an affiliated group basis (as defined in Section 1504(a) of the Code determined without regard to the exclusion contained in Section 1504(b) (3) of the Code) or other consolidated, combined or unitary basis, and any other item of loss, deduction, or credit that could reduce a Tax liability.

“Tax Contest” means an audit, review, examination or any other administrative or judicial proceeding with the purpose or effect of determining or redetermining Taxes (including any administrative or judicial review of any Adjustment Request).

“Tax Dispute” means any dispute arising in connection with this Agreement.

“Taxes” means all forms of taxation or duties of the United States (including for this purpose the District of Columbia and any State or local jurisdiction 6 thereof or therein) only imposed, or required to be collected or withheld, including charges, together with any related interest, penalties or other additional amounts. For the avoidance of doubt, the term “Taxes” does not include amounts to be paid to any Governmental Authority pursuant to escheat law or to any Governmental Authority in any jurisdiction outside of the United States.

“Tax-Free Status” means (i) the qualification of the Internal Reorganization (A) as a “reorganization” described in Sections 355(a) and 368(a)(1)(D) of the Code, in which neither Parent Group nor RB Pharma Group recognized any income or gain for U.S. federal Income Tax purposes pursuant to Sections 355, 361 and 1032 of the Code, except to the extent described in Exhibit A-1, and (B) for tax-free treatment under comparable provisions of U.S. state and local law or (ii) the qualification of Demerger (A) as a “reorganization” described in Sections 355(a) and 368(a)(1)(D) of the Code, in which stock of the RB Pharma stock issued to the shareholders of Parent is “qualified property” for purposes of Sections 355(c) and 361(c) of the Code and in which none of Parent, RB Pharma, RBP Global Holdings Limited and the shareholders of Parent recognize income or gain for U.S. federal Income Tax purposes pursuant to Sections 355, 361 and 1032 of the Code and (B) for tax-free treatment under comparable provisions of U.S. state and local law. For the avoidance of doubt, neither recognition of income or gain by Parent Group or RB Pharma Group that relates to items described in Sections 3.03(c)(i) nor recognition of gain by shareholders of Parent upon the Demerger under Section 367(a) of the Code shall cause the Internal Reorganization or the Demerger to fail to achieve Tax-Free Status.

“Taxing Authority” means any Governmental Authority imposing Taxes.

“Tax Item” means any item of income, gain, loss, deduction, credit, recapture of credit, or any other item (including the basis or adjusted basis of property) which increases or decreases Income Taxes paid or payable in any taxable period.

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“Tax Opinions/Rulings” means (i) any Ruling and (ii) the opinions of Tax Advisors relating to the Transactions including those issued either at the time of the Internal Reorganization or the Demerger, as applicable, or to allow a Party to take actions otherwise prohibited under this Agreement.

“Tax Return” means any return, filing, report, questionnaire, information statement, claim for Refund, or other document required or permitted to be filed, including any amendments that may be filed, for any taxable period with any Taxing Authority.

“Transactions” means the Internal Reorganization Transactions and the Demerger Transactions.

“Transaction Taxes” means all (i) Taxes of any member of Parent Group or RB Pharma Group resulting from, or arising in connection with, the failure of the Internal Reorganization to have Tax-Free Status, (ii) Taxes of any member of Parent Group or RB Pharma Group resulting from, or arising in connection with, the failure of 7 the Demerger to have Tax-Free Status, (iii) Taxes of the type described in clause (i) or (ii) of any third party for which any member of Parent Group or RB Pharma Group is or becomes liable, and (iv) reasonable out of pocket legal, accounting and other advisory and court fees in connection with liability for Taxes described in clauses (i), (ii) or (iii).

“Unqualified Tax Opinion” means an unqualified “will” opinion of a Tax Advisor that permits reliance by Parent. The Tax Advisor, in issuing its opinion, shall be permitted to rely on the validity and correctness, as of the date given, of any previously issued Tax Opinions/Rulings, unless such reliance would be unreasonable under the circumstances.

Section 1.02 General Interpretive Principles. (i) Words in the singular shall include the plural and vice versa, and words of one gender shall include the other gender, in each case, as the context requires, (ii) the words “hereof,” “herein,” “hereunder,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement and not to any particular provision of this Agreement, and references to Article, Section, paragraph and Schedule are references to the Articles, Sections, paragraphs and Schedules to this Agreement unless otherwise specified, (iii) the word “including” and words of similar import when used in this Agreement shall mean “including, without limitation,” unless otherwise specified, (iv) any reference to any statute or Law shall be deemed to also refer to all rules and regulations promulgated thereunder, in each case as amended from time to time, unless the context otherwise requires and (v) references to a Person also refer to its predecessors and permitted successors and assigns.

ARTICLE II

SCOPE

This Agreement shall control the allocation of the responsibilities, liabilities and benefits relating to Taxes of the Parties and certain other Tax matters to the extent that such Taxes are or may be imposed by Governmental Authorities within the United States. The

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Demerger Tax Deed shall control all other Tax matters of the Parties or their Affiliates not addressed herein.

ARTICLE III

PAYMENT OF TAXES

Section 3.01 Income Taxes. Except as provided in sections 3.02:

(a) Parent shall be responsible for (i) all Income Taxes of Parent Group (or any member or Affiliate thereof) for all taxable periods and (ii) all Income Taxes imposed under Treasury Regulation Section 1.1502-6 or under any comparable or similar provision of state or local laws or regulations on any member or Affiliate of RB Pharma Group solely as a result of such member or Affiliate being a member of a consolidated, combined, or unitary group with Parent or any Affiliate of Parent during any Tax period, to the extent in excess of amounts provided for in respect of such Income Taxes on the condensed combined balance sheet of RB Pharma Group, including the notes thereto, as of the end of December 22nd, 2014 (the "Balance Sheet").

(b) RB Pharma shall be responsible for all Income Taxes of RB Pharma Group (or any member or Affiliate thereof) for all taxable periods that are not the responsibility of Parent pursuant to Section 3.01(a).

(c) For purposes of this section, if for any taxable period any member or members of RB Pharma Group is included in a consolidated, combined or unitary group with any member of Parent Group under Treasury Regulation §1.1502-1 et seq. or similar provision of state or local laws or regulations, the amount of tax liabilities of RB Pharma Group will be determined as if such member were a stand-alone taxpayer or such members were members of a separate consolidated, combined or unitary group, of which no member of Parent Group was a member, with appropriate adjustments to reflect items, if any, determined on a consolidated, combined or unitary group basis.

(d) Notwithstanding the foregoing, RB Pharma shall be liable, and shall indemnify Parent, for any Income Taxes incurred by any member of Parent Group for any Pre-Demerger Tax Period that are relating to RB Pharma Business, and Parent shall be liable, and shall indemnify RB Pharma, for any Income Taxes incurred by any member of the Demerging Group for any Pre-De merger Tax Period that are relating to business other than RB Pharma Business.

Section 3.02 Transaction Taxes.

(a) RB Pharma shall be liable, and shall indemnify Parent Group, for any Transaction Taxes incurred by Parent Group members that are attributable to (i) any inaccurate statement or representation of fact or intent (or omission to state a material fact) in Section 5.01 that relates to RB Pharma Group or (ii) any act or omission by RB Pharma Group after the date of this Agreement inconsistent with the covenants set forth in this Agreement regardless of whether such act or omission may be covered by a Ruling from the IRS, an Unqualified Tax Opinion or a waiver.

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(b) Parent shall be liable, and shall indemnify RB Pharma Group, for any Transaction Taxes incurred by RB Pharma Group members that are attributable to: (i) any inaccurate statement or representation of fact or intent (or omission to state a material fact) made (x) in Section 5.01 that relates to Parent Group or (y) before the date hereof and that formed the basis for any Tax Opinions/Rulings or (ii) any act or omission by Parent Group after the date of this Agreement inconsistent with the covenants set forth in this Agreement.

(c) Liability for any Transaction Taxes described in both paragraphs (a) and (b) shall be shared by Parent and RB Pharma according to relative fault.

(d) Parent shall be liable, and shall indemnify RB Pharma Group against all liabilities for Taxes imposed on any member of RB Pharma Group as a result of (i) the failure of any of the Internal Restructuring Transactions to achieve Tax Free Status and (ii) the failure of the Demerger to achieve Tax-Free Status, in each case, if such Taxes were not attributable to any inaccurate statement or representation of fact or intent or any act or omission described in Section 3.02(a).

(e) RB Pharma shall be liable, and shall indemnify Parent Group against all liabilities, for Transaction Taxes imposed on any member of the Parent Group as a result of any act or omission by any shareholder of RB Pharma during the Restricted Period.

Section 3.03 Other Taxes.

(a) Parent shall be responsible for all Other Taxes (1) attributable to Parent Group (or any member or Affiliate thereof) and to its business activities or (2) resulting from the Transactions, in each case, for all taxable periods.

(b) RB Pharma shall be responsible for all Other Taxes attributable to RB Pharma Group (or any member or Affiliate thereof), to the RB Pharma Business or to any RB Pharma Asset, without duplication, for all taxable periods, including (1) all Other Taxes to the extent relating to, arising out of or resulting from any terminated, divested or discontinued business or operations of the RB Pharma Business; and (2) all Other Taxes to the extent relating to, arising out of or resulting from actions, inactions, omissions, conditions, facts or circumstances occurring or existing prior to, at or after the Demerger Date, in each case to the extent such Other Taxes relate to, arise out of or result from (w) any RB Pharma Asset, (x) the RB Pharma Business, (y) any service or function used by RB Pharma Group at shared locations or (z) any service or function performed by any member of Parent Group for (but not exclusively for) the RB Pharma Business; provided that such Other Taxes are not resulting from the Transactions.

(c) In each case the responsibilities of Section 3.03(a) and 3.03(b) shall be consistent with the principles described below:

(i) Transfer Taxes. Parent Group shall be liable, and shall indemnify RB Pharma Group, for any stamp, sales, use, gross receipts, value-added, real estate transfer or other transfer Taxes imposed in connection with the Transactions.

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(ii) Property Taxes. Each legal entity shall be responsible for all liabilities for real and property Taxes imposed with respect to any of its assets for all taxable periods, provided, that if property is transferred between legal entities, the transferee shall assume any and all

liabilities for real and personal property Taxes associated with such transferred property and will have sole responsibility for satisfying such liabilities.

(iii) Payroll Taxes. Each employer shall be responsible for all employment-related Taxes in respect of its employees for all taxable periods, provided that if an employee moves from one employer to another, the “new” employer 10 shall assume any and all employment-related Taxes attributable to such transferred employee and will have sole responsibility for satisfying such liabilities.

Section 3.04 Refunds. Except as provided in Section 3.05:

(a) Parent shall be entitled to all Refunds with respect to any Tax for which Parent is responsible under Sections 3.01, 3.02 or 3.03. RB Pharma shall be entitled to all Refunds with respect to any Tax for which RB Pharma is responsible under Sections 3.01, 3.02 or 3.03.

(b) RB Pharma and Parent shall each forward to the other Party, or reimburse such other Party for, any Refunds received by the first Party and due to such other Party pursuant to this Section (net of all contingent fees and Taxes payable by the first Party and related to such Refund). Where a Refund is received in the form of a deduction from, or credit or other offset against other or future Tax liabilities, reimbursement with respect to such Refund shall be due in each case on the due date for payment of the Tax from or against which such Refund has been deducted, credited or otherwise offset.

(c) If one Party reasonably so requests, the other Party (at the first Party’s expense) shall file for and pursue any Refund to which the first Party is entitled under this Section; provided that the other Party need not pursue any Refund on behalf of the first Party unless the first Party provides the other Party a certification by an appropriate officer of the first Party setting forth the first Party’s belief (together with supporting analysis) that the Tax treatment of the Tax Items on which the entitlement to such Refund is based is more likely than not correct, and is not a Tax Item arising from a Reportable Transaction.

(d) If the other Party pays any amount to the first Party under this Section 3.04 and, as a result of a subsequent Final Determination, the first Party is not entitled to some or all of such amount, the other Party shall notify the first Party of the amount to be repaid to the other Party, and the first Party shall then repay such amount to the other Party, together with any interest, fines, additions to Tax, penalties or any additional amounts imposed by a Taxing Authority relating thereto.

Section 3.05 Carrybacks.

(a) If a Tax Return of RB Pharma Group (or any member thereof) for any Post-Demerger Period reflects any Tax Attribute, then RB Pharma Group (or its applicable member) shall waive the right to carry back any such Tax Attribute to a Pre-Demerger Tax Period, with respect to which a Joint Return was filed, to the extent permissible under applicable

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Law. In the event that any member of RB Pharma Group carries back a Tax Attribute to a Pre-Demerger Tax Period, then (i) subject to Section 3.05(b), no payment with respect to such carryback shall be due to RB Pharma Group from Parent Group and (ii) if any member of RB Pharma Group receives any Refund of any Taxes in connection with such carryback, RB Pharma shall promptly pay to Parent 11 the full amount of such Refund (including interest, but net of any Taxes imposed with respect to such refund).

(b) Notwithstanding Section 3.05(a), if Parent determines, in its sole discretion, that it has received, either from RB Pharma under Section 3.05(a) or directly from a Taxing Authority, a Refund of Taxes that RB Pharma (or any member thereof) has actually paid to Parent Group or to any Taxing Authority pursuant to this Agreement in connection with a carry back by any member of RB Pharma Group of a Tax Attribute to a Pre-Demerger Tax Period, Parent shall pay (or repay) to RB Pharma the amount of such Refund (net of any Taxes imposed with respect to such Refund); provided, however, that RB Pharma agrees, upon Parent’s request, to repay such amount (plus any penalties, interest or other charges imposed by the relevant Taxing Authority) in the event Parent is required to repay such Refund.

Section 3.06 Transfer Pricing. If (a) any transfer pricing adjustment is made under the provisions of any Tax Law in relation to an arrangement made on or before the Demerger Date between any member of RB Pharma Group and any member of the Parent Group and (b) the effect of that adjustment is to increase the Tax liability of one party (the “first party”) in relation to that arrangement and to decrease the Tax liability of the other party (the “second party”) or if the second party could, as a result of the adjustment having been made, make an election or claim which would have the effect of decreasing its Tax liability without cost to the second party, then the second party shall make such payment to the first party as it determines, acting reasonably, so that the second party will be in no better or worse position, after-Tax, than it would be if its Tax liability had not been decreased as a result of the relevant adjustment.

ARTICLE IV

PREPARATION AND FILING OF TAX RETURNS

Section 4.01 Parent Responsibility. Parent shall make all determinations with respect to, have ultimate control over the preparation of and file all Joint Returns and Parent Separate Returns, in each case as it determines to be mandatory or advisable for all taxable periods.

Section 4.02 RB Pharma Responsibility.

(a) RB Pharma shall make all determinations with respect to, have ultimate control over the preparation of, and file, all Tax Returns (other than those described in Section 4.01) for RB Pharma Group, as it determines to be mandatory or advisable, for all taxable periods. RB Pharma shall provide to Parent all information related to members of RB Pharma Group that is reasonably requested by Parent and required to complete any Tax Return that is the responsibility of Parent pursuant to Section 4.01 in the format reasonably requested by Parent, at least 120 days prior to the due date (including extensions) with respect to all U.S. federal and state Income Tax Returns and at such times as are reasonably requested by Parent

with respect to other Tax 12 Returns. The dates for submissions to Parent required in this section may be modified by mutual agreement of Parent and RB Pharma.

(b) In the case of any Tax Return that is the responsibility of Parent pursuant to Section 4.0 I and that relates to an Income Tax that is provided for on the Balance Sheet, RB Pharma shall pay to Parent the amount of the provision for such Income Tax no later than 10 days prior to the due date (including extensions) for the filing of such Tax Return.

ARTICLE V

TAX-FREE STATUS OF DISTRIBUTION

Section 5.01 Representations. Each of RB Pharma and Parent represents that (i) it knows of no fact that may cause the Internal Reorganization or the Demerger or both to fail to have Tax-Free Status and (ii) it has no plan or intention to take any action inconsistent with the Tax Opinions/Rulings or the covenants set forth in this Agreement.

Section 5.02 Covenants.

(a)

(i) Each of RB Pharma and Parent will not take or fail to take, or permit its Affiliates to take or fail to take, any action (which includes the undertaking of any transaction) where that action or omission would (A) violate, be inconsistent with or cause to be untrue, any covenant, representation or statement in any Tax Opinions/Rulings or a letter or certificate that forms the basis therefor, or (B) prevent, or be reasonably likely to prevent, or be inconsistent with, the Tax-Free Status.

(ii) RB Pharma will not take, or fail to take, or permit its Affiliates to take or fail to take, any action any action where that action or omission would cause, or be reasonably likely to cause, the two-tiered voting structure of the RBP US Holdings Inc. Class A and Class B stock to be treated as anything other than a permanent part of the capital structure of RBP US Holdings Inc.

(b) During the Restricted Period, except as provided in paragraph (c), RB Pharma shall not, and shall not permit its Affiliates to, in a single transaction or in a series of transactions:

(i) subject to the last paragraph of this Section 5.02(b), permit any transaction or series of transactions (or any agreement, understanding or arrangement to enter into a transaction or series of transactions, whether any such transaction is to occur during or after the Restricted Period) as determined for purposes of Section 355(e) of the Code, in connection with which (A) any member of RB Pharma Group would merge or consolidate with any Person other than any other member of RB 13 Pharma Group, (B) any member of RB Pharma Group would form one or more joint ventures with any Person (other than RB Pharma or any other member of RB Pharma Group that is a direct or indirect wholly-owned subsidiary of RB Pharma) in which, in the aggregate, more than 10% of the gross assets of RB Pharma Group are transferred to such joint ventures or (C) one or more Persons would acquire, or have the right

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to acquire, directly or indirectly, from any other Person or Persons, an interest in the equity of any Section 355 Entity that, when combined with any other acquisitions of the equity of such Section 355 Entity (but excluding any other acquisition described in the final sentence of the last paragraph of this Section 5.02(b)) comprises 10% or more of the value or the total combined voting power of all interests that are treated as outstanding equity in such Section 355 Entity for U.S. federal Income Tax purposes immediately after such transaction, or, in the case of a series of related transactions, immediately after any transaction in such series (each of (A), (B), and (C), a "Proposed Acquisition Transaction);

(ii) liquidate or partially liquidate any member of RB Pharma Group, whether by merger, consolidation or otherwise;

(iii) cause or permit any member of RB Pharma Group to cease to engage in its Active Trade or Business;

(iv) sell or transfer assets, other than inventory sold or transferred in the ordinary course of business, constituting (A) 50% or more of the gross assets that are held by any member of RB Pharma Group and are used in the Active Trade or Business, (B) 50% or more of the consolidated gross assets of RB Pharma Group that are used in an Active Trade or Business (such percentages to be measured based on fair market value as of the Demerger Date) or (C) any lesser amount if that sale or transfer could reasonably be expected to result in a significant and material change to, or termination of, the Active Trade or Business immediately after the Demerger Date; or

(v) redeem or otherwise repurchase (directly or indirectly) any capital stock of RB Pharma, except to the extent such redemptions or repurchases satisfy Section 4.05(l)(b) of Revenue Procedure 96-30 (as in effect prior to its amendment by Revenue Procedure 2003-48).

For purposes of Section 5.2(b)(i), any recapitalization, repurchase or redemption of equity in any Section 355 Entity shall be treated as an indirect acquisition of such stock by any non-exchanging shareholder to the extent such shareholder's percentage interest in the issuer increases by vote or value. Notwithstanding the foregoing, a Proposed Acquisition Transaction shall not include (w) the adoption by RB Pharma of a shareholder rights plan that meets the requirements of IRS Revenue Ruling 90-11, (x) issuances of capital stock by RB Pharma pursuant to an employee stock purchase agreement or equity compensation plan that Parent has notified RB Pharma in writing as acceptable to Parent in its sole discretion (for the avoidance of doubt, (1) any modification or amendment to such agreement or plan is also subject to the prior written consent of Parent and (2) Parent's approval is required for the underlying purchase agreement or plan but not for each issuance of stock pursuant thereto), (y) transfers on an 14 established market of capital stock of RB Pharma described in Safe Harbor VII of Treasury Regulation Section 1.355-7(d) or (z) issuances of capital stock by RB Pharma described in Safe Harbor VIII (relating to acquisitions in connection with a Person's performance of services) or Safe Harbor IX (relating to acquisitions by a retirement plan of an employer) of Treasury Regulation Section 1.355-7(d).

(c) Notwithstanding paragraph (b):

(i) Subject to and without limiting its obligations under Section 3.02(a), RB Pharma shall be permitted to take, or permit any Affiliate to take, any action described in clauses (i) through (v) of paragraph (b) upon the prior written consent of Parent, which consent may not be withheld if Parent determines in good faith that RB Pharma has provided it with Satisfactory Guidance concluding that the proposed actions will not result in Transaction Taxes;

(ii) for purposes of clause (i), if RB Pharma provides Parent an Unqualified Tax Opinion that is intended to be Satisfactory Guidance concerning a Proposed Acquisition Transaction, then such Opinion may be based on the assumption that Parent did not have any agreement, understanding, arrangement or substantial negotiations, within the meaning of Treasury Regulations Section 1.355-7(h), with the counterparty to the Proposed Acquisition Transaction within the two year period preceding the Demerger Date and such assumption shall not prevent such Unqualified Tax Opinion from being considered Satisfactory Guidance by the Parties, provided that (x) such assumption must be based on a certificate of such counterparty that such assumption is true to the best of its knowledge and belief, and (y) Parent may deem such Opinion not to be Satisfactory Guidance if, in its reasonable judgment, there is a risk that such assumption is not correct; and

(d) Notwithstanding anything herein to the contrary, for purposes of paragraph (c), no Ruling shall be obtained from the IRS if Parent determines that there is a reasonable possibility that such an action could have a significant adverse impact on any member of Parent Group.

Section 5.03 Procedures Regarding Opinions and Rulings.

(a) Subject to Section 5.02(d), if RB Pharma may take certain actions conditioned upon the receipt of Satisfactory Guidance, Parent, at the request of RB Pharma, shall use commercially reasonable efforts to expeditiously obtain, or assist RB Pharma in obtaining, such Satisfactory Guidance. Parent shall not be required to take any action pursuant to this Section 5.03(a) if RB Pharma fails to certify, upon request, that all information and representations relating to any member of RB Pharma Group in the relevant documents are true, correct and complete. RB Pharma shall reimburse Parent for all reasonable out-of-pocket costs and expenses incurred by Parent Group in obtaining Satisfactory Guidance.

(b) Parent shall have the right to obtain a Ruling from the IRS or an Unqualified Tax Opinion at any time in its sole discretion. Parent shall reimburse RB Pharma for all reasonable out-of-pocket costs and expenses incurred by RB Pharma Group in obtaining such a Ruling or Unqualified Tax Opinion.

(c) Parent shall have exclusive control over the process of obtaining any Ruling relating to the Transactions and neither RB Pharma nor any of its Affiliates shall independently seek any guidance concerning the Transactions from the IRS at any time. In connection with any Ruling relating to the Transactions that can reasonably be expected to affect liabilities of RB Pharma Group under this Agreement, Parent shall (i) keep RB Pharma informed of all material actions taken or proposed to be taken by Parent. (ii) reasonably in advance of the submission of any Ruling request provide RB Pharma with a draft thereof, consider RB Pharma'

s comments on such draft, and provide RB Pharma with a final copy, and (iii) provide RB Pharma with notice reasonably in advance of, and permit RB Pharma to attend, any formally scheduled meetings with the IRS (subject to the approval of the IRS) that relate to such Ruling.

ARTICLE VI

TAX CONTESTS; INDEMNIFICATION; COOPERATION

Section 6.01 Notice.

(a) Within 15 days after a Party (the "Indemnitee") becomes aware of the existence of a Tax Contest that may give rise to an indemnification claim under this Agreement by it against the other Party (the "Indemnifying Party"), the Indemnitee shall notify the Indemnifying Party of the Tax Contest, and thereafter shall promptly forward or make available to the Indemnifying Party copies of notices and communications with a Taxing Authority relating to such Tax Contest.

(b) The Indemnifying Party shall not be responsible for any increase in amounts to which the Indemnitee is otherwise entitled to the extent that such increase results solely from the failure of the Indemnitee to provide timely notice as required pursuant to Section 6.01(a).

Section 6.02 Control of Tax Contests.

(a) Except as otherwise provided in paragraphs (b) and (c):

(i) Parent shall control, and have sole discretion in handling, settling or contesting, any Tax Contest relating to any Joint Returns, as well as any Separate Returns or other Tax Return if any such Tax Return is related to Taxes for which Parent is responsible pursuant to Article III, or the Tax treatment of the Transactions, provided that (x) Parent shall act in good faith in connection with its control of any such Tax Contests and (y) RB Pharma shall have the right to participate in and advise on (including the opportunity to review and comment upon Parent's communications with the Taxing Authority, which comments shall be incorporated upon the consent of Parent, not to be unreasonably withheld) such items for which RB Pharma could be liable under Article III as a result of such Tax Contest; and

(ii) If RB Pharma disagrees with Parent's decision to settle a Tax Contest that may reasonably be expected materially to affect amounts for which RB Pharma is liable under Article III, RB Pharma shall have the right to contest its liability to Parent under Article III notwithstanding the settlement. RB Pharma shall provide written notice to Parent of its intention to contest its liability as a result of any settlement (and its irrevocable election described below) prior to the time such settlement is entered into. Any such contest by RB Pharma shall be made under the procedures set forth in Article VII. Under those procedures, RB Pharma may irrevocably elect, in its sole discretion, to require the Tax Advisor or the arbitrator to determine either (x) the amount of a settlement with the relevant Taxing Authority that would most accurately reflect the litigation risk of the relevant issue, or (y) the

most likely outcome of the issue if it were litigated without a settlement. In either such case, RB Pharma shall be liable to Parent, or Parent shall be liable to RB Pharma, based solely on the determination of the Tax

Advisor or the arbitrator as if a settlement or litigation implementing such determination had actually occurred, without regard to the actual settlement. For the avoidance of doubt, this clause (ii) shall not limit Parent's ability to settle a Tax Contest.

(b) RB Pharma shall control and have sole discretion in handling, settling or contesting, any Tax Contest for a Pre-Demerger Tax Period to the extent such Tax Contest relates solely to Taxes that are the responsibility of RB Pharma Group pursuant to Article III; provided that Parent shall have the right to participate in and advise on all aspects of such Tax Contests and may coordinate discussions with the relevant Taxing Authority with respect thereto.

(c) Parent and RB Pharma shall jointly control Tax Contests relating to Tax liability arising from the failure of the Transactions to achieve Tax-Free Status, if there is a reasonable likelihood that RB Pharma Group would be liable to Parent Group under Article III as a result of such Tax Contest. Neither Party shall have the right to settle any such Tax Contest without the consent of the other Party; provided that Parent may settle any such Tax Contest without the consent of RB Pharma if Parent waives any claim for indemnification with respect thereto.

(d) Except as otherwise provided in paragraph (a), (b) or (c), RB Pharma shall have sole control over any Tax Contest that relates to RB Pharma Separate Returns for all periods.

(e) Any out-of-pocket costs incurred in handling, settling or contesting a Tax Contest shall be borne ratably by the Parties based on their ultimate liability under this Agreement for the Taxes to which the Tax Contest relates; provided, however, that if RB Pharma contests a settlement made by Parent as provided in clause (ii) of paragraph (a), Parent shall bear the costs relating to RB Pharma's contest of such settlement unless Parent substantially prevails in such contest.

Section 6.03 Indemnification Payments.

(a) An Indemnitee shall be entitled to make a claim for payment pursuant to this Agreement when the Indemnitee determines that it is entitled to 17 such payment and the amount of such payment (including the finalization of a Tax Return before filing). The Indemnitee shall provide to the Indemnifying Party notice of such claim within 10 days of the date on which it first so becomes entitled to claim such payment, including a description of such claim and a detailed calculation of the amount of the indemnification payment that is claimed, provided, however, that no delay on the part of the Indemnitee in notifying the Indemnitor shall relieve the Indemnitor from any obligation hereunder unless (and then solely to the extent) the Indemnitor is actually and materially prejudiced thereby. Except as provided in paragraph (b), the Indemnifying Party shall make the claimed payment to the Indemnitee within 10 days after receiving such notice, unless the Indemnifying Party reasonably disputes its liability for, or the amount of, such payment.

(b) If the Indemnitee will be obligated to make the payment described in paragraph (a) to a Taxing Authority or other third Party (including expenses reimbursable

under this Agreement), the Indemnifying Party shall not be obligated to pay the Indemnitee more than 5 days before the Indemnitee incurs such expense or makes such payment. If the Indemnitee's claim for payment arises from a payment that the Indemnifying Party will receive from a third Party, such as a Refund, the Indemnifying Party shall not be obligated to pay the Indemnitee until 5 days after the Indemnifying Party receives such payment.

(c) In the case of a claim under Article III where no payment will be made to or received from a Taxing Authority, paragraph (b) shall be applied to the payments that would be made to or from a Taxing Authority if RB Pharma Group was treated as a standalone group for all taxable periods.

Section 6.04 Interest on Late Payments. Payments due to be made under this Agreement shall, if not paid within 30 days of the due date and except to the extent that the liability giving rise to the payment compensates the recipient for the late payment by virtue of its extending to interest and penalties, carry interest at a rate of [***]% above the base lending rate from time to time of the Bank of England for the period from the date for the period from the date falling 30 days after the due date to the date of actual payment.

Section 6.05 Treatment of Payments.

(a) The amount of all indemnification obligations under this Agreement shall be decreased to take into account the Tax benefits to the Indemnitee of the deductibility of any indemnified item (whether or not any Tax benefit is actually received for a deductible item and assuming the highest applicable taxable rate) and shall be increased where necessary so that, after all the required deductions (whether or not any Tax benefit is actually received for a deductible item and assuming the highest applicable taxable rate) have been made and Taxes imposed, the Indemnitee receives the amount it would have been entitled to receive under this Agreement in the absence of such deductions and Taxes.

(b) Any payments made to one Party by another Party pursuant to this Agreement, the Demerger Tax Deed or the Demerger Agreement shall be treated by the Parties for all Tax purposes as a distribution by, or capital contribution to, RB Pharma, as the case may be, made immediately prior to the Demerger, except to the extent otherwise required by a Final Determination.

Section 6.06 Expenses. Except as otherwise provided herein, each Party and its Affiliates shall bear their own expenses incurred in connection with preparation of Tax Returns, Tax Contests, and other matters under this Agreement.

Section 6.07 Cooperation. Each member of Parent Group and RB Pharma Group shall cooperate fully with all reasonable requests from the other Party in connection with the preparation and filing of Tax Returns and Adjustment Requests, Tax Contests and other matters covered by this Agreement.

(a) Such cooperation shall include:

(i) the retention until the expiration of the applicable statute of limitations, and the provision upon request, of Tax Returns, books, records (including

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information regarding ownership and Tax basis of property), documentation and other information relating to the Tax Returns, including accompanying schedules, related workpapers, and documents relating to Rulings or other determinations by Taxing Authorities;

(ii) the execution of any document that may be necessary or reasonably helpful in connection with any Tax Contest, the filing of a Tax Return or Adjustment Request by a member of Parent Group or RB Pharma Group, obtaining a Tax opinion or private letter ruling (except as otherwise provided in Section 5.02(d)), or other matters covered by this Agreement, including certification (provided in such form as may be required by applicable law or reasonably requested and made to the best of a Party's knowledge) of the accuracy and completeness of the information it has supplied;

(iii) the use of the Parties' reasonable best efforts to obtain any documentation that may be necessary or reasonably helpful in connection with any of the foregoing;

(iv) the use of the Parties' reasonable best efforts to make the applicable Party's current or former directors, officers, employees, agents and facilities available on a reasonable and mutually convenient basis in connection with the foregoing matters; and

(v) making determinations with respect to actions described in Section 5.02(c) as promptly as practicable including making determinations within 10 days with respect to modifications and amendments of employee stock purchase agreements or equity compensation plans under subclause (x) in the last paragraph of Section 5.02(b).

(b) If a Party fails to comply with any of its obligations set forth in this Section 6.07 upon reasonable request and notice by the other Party, and such failure results in the imposition of additional Taxes, the nonperforming Party shall be liable in full for such additional Taxes.

Section 6.08 Confidentiality. Any information or documents provided under this Agreement shall be kept confidential by the recipient-Party, except as may otherwise be necessary in connection with the filing of Tax Returns or with any Tax Contest. In addition, if Parent or RB Pharma determines that providing such information could be commercially detrimental, violate any law or agreement or waive any privilege, the Parties shall use reasonable best efforts to permit compliance with the obligations under this Agreement in a manner that avoids any such harm or consequence.

Section 6.09 Retention of Tax Records. RB Pharma may request from Parent and retain copies of (i) with respect to any Joint Return, all pro forma Tax Returns, supporting schedules and workpapers related to any member of RB Pharma Group and (ii) any Separate Returns of any member of RB Pharma Group, including supporting schedules and workpapers. If either Parent or RB Pharma intends to dispose of documentation with respect to any Pre-Demerger Tax Period, including books, records, Tax Returns and all supporting schedules and information relating thereto (after the expiration of the applicable statute of limitations), of any member of the other Group, or in the case of RB Pharma Group any member included in a Joint Return, such Party shall provide written notice to the other Party describing the documentation to

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be disposed of 30 days prior to taking such action. The other Party may arrange to take delivery of the documentation described in the notice at its own expense during the succeeding 30-day period.

ARTICLE VII

RESOLUTION OF DISPUTES

Section 7.01 Tax Disputes. The Parties shall endeavor, and shall cause their respective Affiliates to endeavor, to resolve in an amicable manner all disputes arising in connection with this Agreement. The Parties shall negotiate in good faith to resolve any Tax Dispute for not less than 45 days. Upon written notice of either Party after 45 days, the matter will be referred to a Tax Advisor acceptable to both Parties. The Tax Advisor may, in its discretion, obtain the services of any third-party necessary to assist it in resolving the dispute. The Tax Advisor shall furnish written notice to the Parties of its resolution of the dispute as soon as practicable, but in any event no later than 45 days after its acceptance of the matter for resolution. Any such resolution by the Tax Advisor will be binding on the Parties and the Parties shall take, or cause to be taken, any action necessary to implement the resolution. All fees and expenses of the Tax Advisor shall be shared equally by Parent, on the one hand, and RB Pharma, on the other hand. If, having determined that the dispute must be referred to a Tax Advisor, after 45 days the Parties are unable to find a Tax Advisor willing to adjudicate the dispute in question and whom the Parties in good faith find acceptable, 20 then the dispute will be submitted for arbitration to the American Arbitrators Association, provided, however, that only an arbitrator that qualifies as a Tax Advisor shall be selected.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01 Disposition of RB Pharma Subsidiaries. In the event that RB Pharma disposes of the stock of a Subsidiary that is not a Party to this Agreement (i) without receiving compensation equal to the fair market value of such Subsidiary, prior to the disposition, such Subsidiary shall deliver to Parent an executed agreement, in a form reasonably acceptable to Parent, agreeing to be bound by this Agreement as if it had been an original Party hereto or (ii) in an exchange intended to result in the receipt of compensation equal to the fair market value of such Subsidiary, prior to the disposition, such Subsidiary shall deliver to Parent an executed agreement, in a form reasonably acceptable to Parent, agreeing to be bound by Sections 6.07, 6.08, 6.09 and Article VIII of this Agreement as if it had been an original Party hereto.

(a) Except as explicitly stated herein, this Agreement, together with the exhibits and schedules hereto constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter.

(b) Parent represents on behalf of itself and each other member of Parent Group, and RB Pharma represents on behalf of itself and each other member of RB Pharma Group as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and to consummate the transactions contemplated by this Agreement; and

(ii) this Agreement has been duly executed and delivered by such Person (if such Person is a Party) and constitutes a valid and binding agreement of it enforceable in accordance with the terms thereof (assuming the due execution and delivery thereof by the other Party), except as such enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium and other Laws relating to creditors' rights generally and by general equitable principles.

Section 8.03 Costs and Expenses. All costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement and the transactions contemplated hereby shall be borne as provided in the Demerger Agreement.

Section 8.04 Governing Law. This Agreement and any dispute arising out of, in connection with or relating to this Agreement shall be governed by and construed in accordance with the Laws of the State of New York, without giving effect to the conflicts of laws principles thereof.

Section 8.05 Notices. All notices, requests, claims, demands and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or mailed (first-class postage-prepaid) to the Parties at the following addresses:

If to Parent or any member of Parent Group, to:

Reckitt Benckiser Group plc
103-105 Bath Road
Slough
Berkshire
SL13UH
UNITED KINGDOM
Attn: [***]

If to RB Pharma or any member of RB Pharma Group, to:

Indivior plc
10710 Midlothian Parkway, Suite 430
Richmond, VA 23235
UNITED STATES
Attn: [***]

All such notices, requests and other communications will (i) if delivered personally to the address as provided in this section, be deemed given upon delivery, and (ii) if delivered by mail in the manner described above to the address as provided in this section, be deemed given upon receipt. Any party from time to time may change its address or other information for the purpose of notices to that party by giving notice specifying such change to the other party.

Section 8.06 Amendment, Modification or Waiver.

(a) Prior to the Demerger, this Agreement may be amended, modified, waived, supplemented or superseded, in whole or in part, by Parent in its sole discretion by execution of a written amendment delivered to RB Pharma. Subsequent to the Demerger, this Agreement may be amended, modified, supplemented or superseded only by a written instrument signed by duly authorized signatories of both Parties.

(b) Following the Demerger, any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by Law or otherwise afforded, will be cumulative and not alternative.

Section 8.07 No Assignment; Binding Effect; No Third Party Beneficiaries.

(a) Neither this Agreement nor any right, interest or obligation hereunder may be assigned by either Party hereto without the prior written consent of the other Party hereto and any attempt to do so will be void, except that following the Demerger Date each Party hereto may assign any or all of its rights, interests and obligations hereunder to an Affiliate; provided that any such Affiliate agrees in writing to be bound by all of the terms, conditions and provisions contained herein; provided, further, that any such assignment shall not relieve the assigning party of its obligations or liabilities

hereunder. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the Parties hereto and their respective successors and permitted assigns.

(b) The terms and provisions of this Agreement are intended solely for the benefit of each Party hereto and their respective Affiliates, successors or permitted assigns, and it is not the intention of the Parties to confer third party beneficiary rights upon any other Person.

Section 8.08 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 8.09 Specific Performance. From and after the Demerger, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Parties agree that the Party or Parties to this Agreement that are or are to be thereby aggrieved shall have the right to specific performance and injunctive or other equitable

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relief of its or their rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that, from and after the Demerger, the remedies at law for any breach or threatened breach of this Agreement, including monetary damages, are inadequate compensation for any loss, that any defense in any action for specific performance that a remedy at law would be adequate is hereby waived, and that any requirements for the securing or posting of any bond with such remedy are hereby waived.

Section 8.10 New York Forum. Each of the Parties agrees that, except as otherwise provided in Section 7.01, all Actions arising out of or in connection with this Agreement, or for recognition and enforcement of any judgment arising out of or in connection with this Agreement, shall be tried and determined exclusively in the state or federal courts in the State of New York, County of New York, and each of the Parties hereby irrevocably submits with regard to any such Action for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts. Each of the Parties hereby expressly waives any right it may have to assert, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any such Action: (a) any claim that it is not subject to personal jurisdiction in the aforesaid courts for any reason; (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts; and (c) any claim that (i) any of the aforesaid courts is an inconvenient or inappropriate forum for such Action, (ii) venue is not proper in any of the aforesaid courts and (iii) this Agreement, or the subject matter hereof, may not be enforced in or by any of the aforesaid courts. Each of the Parties agrees that mailing of process or other papers in connection with any such Action in the manner provided in Section 8.05 or any other manner as may be permitted by Law shall be valid and sufficient service thereof.

Section 8.11 WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE WAIVER IN THIS SECTION, (B) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) SUCH PARTY MAKES SUCH WAIVER VOLUNTARILY AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS, AGREEMENTS AND CERTIFICATIONS HEREIN.

Section 8.12 Interpretation: Conflict With Other Agreements. The Parties acknowledge and agree that (i) each Party reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision, (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement and (iii) the terms and provisions of this Agreement shall be construed fairly as to each of the Parties, regardless of which Party was generally responsible for the preparation of this Agreement. Notwithstanding the foregoing, the purposes of Article IV are to ensure the

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Tax-Free Status and, accordingly, the Parties agree that the language thereof shall be interpreted in a manner that serves this purpose to the greatest extent possible. The Article and Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement. If, and to the extent, the provisions of this Agreement conflict with the Demerger Agreement or the Demerger Tax Deed, the provisions of this Agreement shall control.

Section 8.13 Severability. If any provision or any portion of any provision of this Agreement shall be held invalid or unenforceable, the remaining portion of such provision and the remaining provisions of this Agreement shall not be affected thereby. If the application of any provision or any portion of any provision of this Agreement to any Person or circumstance shall be held invalid or unenforceable, the application of such provision or portion of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby.

Section 8.14 Survival. Except with respect to Sections 6.07, 6.08 and 6.09 which shall remain in effect without limitation as to time, the provisions in this Agreement shall be unconditional and absolute and shall remain in effect until the expiration of all applicable statutes of limitations (including all periods of extension, whether automatic or permissive) for all taxable periods that end before or include December 31 of the calendar year in which the Demerger occurs and the resolution of all disputes under this Agreement that arose during such periods.

Section 8.15 Parent and RB Pharma Obligations. Notwithstanding any other provision of this Agreement:

(a) Parent shall be under no obligation to make a payment under any provision of this Agreement to the extent that payment has been made by Parent so that the liability in respect of which such payment would otherwise be made has been made good without cost to RB Pharma; and

(b) RB Pharma shall be under no obligation to make a payment under any provision of this Agreement to the extent that payment has been made by RB Pharma so that the liability in respect of which such payment would otherwise be made has been made good without cost to Parent.

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

RECKITT BENCKISER GROUP PLC

By: /s/ Adrian Hennah

Name: Adrian Hennah

Title: Mr

INDIVIOR PLC

By: /s/ Shaun Thaxter

Name: Shaun Thaxter

Title: CEO

Exhibit A-1
Internal Reorganization Steps

[***]

Exhibit A-2
Demerger Steps

Reckitt Benckiser plc

[***]

THIS EXHIBIT HAS BEEN REDACTED AND IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST. REDACTED MATERIAL IS MARKED WITH [***] AND HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

DATED 17 November 2014

RECKITT BENCKISER HEALTHCARE (UK) LIMITED

and

RB PHARMACEUTICALS LIMITED

AMENDMENT DEED

relating to the

EXISTING SUPPLY AGREEMENT

Slaughter and May
One Bunhill Row
London, EC1Y 8YY
(RLC/GXZE)

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THIS DEED is made 17 November 2014

BETWEEN:

1. RECKITT BENCKISER HEALTHCARE (UK) LIMITED whose registered office is at 103-105 Bath Road, Slough, Berkshire, SL1 3UH (registered in England and Wales No. 00261312) (the “Provider”);

AND

2. RB PHARMACEUTICALS LIMITED whose registered office is at 103-105 Bath Road, Slough, Berkshire, SL1 3UH (registered in England and Wales No. 07183451) (the “Recipient”).

WHEREAS The parties entered into a supply agreement dated 23 May 2012 (the “**Existing Supply Agreement**”) and the parties now wish to amend certain terms of that agreement as set out in this Deed with effect from the date of this Deed.

WHEREBY IT IS AGREED as follows:

- 1. Amendment and restatement**
 - 1.1 The parties agree that that the Existing Supply Agreement shall be amended to be in the form set out in the Schedule to this Deed, such amendments to take effect from the date of this Deed.
- 2. Counterparts**
 - 2.1 This Deed may be executed in any number of counterparts, and by the parties to it on separate counterparts, but shall not be effective until each party has executed at least one counterpart.
 - 2.2 Each counterpart shall constitute an original of this Deed, but all the counterparts shall together constitute but one and the same instrument.

3. Governing Law and Jurisdiction

- 3.1 This Deed shall be governed by and construed in accordance with English law. Any matter, claim or dispute arising out of or in connection with this Deed, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.
- 3.2 The courts of England are to have exclusive jurisdiction to settle any dispute whether contractual or non contractual arising out of or in connection with this Deed. Any proceedings may be brought in the English courts.

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Schedule

Amended Existing Supply Agreement

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SUPPLY AGREEMENT

BETWEEN

(1) RECKITT BENCKISER HEALTHCARE (UK) LIMITED

AND

(2) RB PHARMACEUTICALS LIMITED

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THIS AGREEMENT is made on the date of last signature set out below: **BETWEEN:**

- (1) **Reckitt Benckiser Healthcare (UK) Limited** incorporated and registered in England and Wales with company number 261312 whose registered office is at 103-105 Bath Road, Slough, Berkshire, SL1 3UH, United Kingdom (“**Supplier**”);

AND

- (2) **RB Pharmaceuticals Limited** incorporated and registered in England and Wales with company number 7183451 whose registered office is at 103-105 Bath Road, Slough, Berkshire, SL1 3UH, United Kingdom (“**Buyer**”).

WHEREAS the Buyer has purchased the Buprenorphine Pharmaceutical Business from the Supplier by means of the 2012 Asset Purchase Agreement (as defined below) and wishes to engage the Supplier to manufacture and supply the Products (as defined below) on the terms of this Agreement and the Supplier wishes to manufacture and supply the Products to the Buyer on the terms of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS

- 1.1 In this Agreement the following definitions shall apply, unless the context requires otherwise:

“**2012 Asset Purchase Agreement**” means the agreement dated the same day as this Agreement relating to the purchase of Buprenorphine Pharmaceutical Business by the Buyer from the Supplier.

“**Affiliates**” means in relation to a company, any entity controlled by that company or any entity which controls that company or any entity which is controlled by another entity, which also controls that company whether such control is direct or indirect. For the purpose of this definition, a particular company is:

- (i) directly controlled by another company or companies if the latter hold/holds in the aggregate fifty percent (50%) or more of (a) the shares carrying votes exercisable at a general meeting (or its equivalent) of the particular company if such company is a corporation issuing voting shares or (b) the control rights or interests if it is not a corporation; and
- (ii) indirectly controlled by a company or companies (“the parent company or companies”) if a series of companies can be specified, beginning with the parent company or companies and ending with the particular company, so related that each company or companies of the series, except the parent company or companies, directly controlled by one or more companies earlier in the series.

“**Supplier’s Affiliates**” and “**Buyer’s Affiliates**” shall be construed accordingly in relation to the Supplier and the Buyer respectively.

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“Agreement” means this agreement.

“Arising Intellectual Property Rights” means such Intellectual Property Rights as are created during the conduct of or as a result of the work undertaken under this Agreement.

“Buprenorphine API” has the meaning given to that term in Schedule Three.

“CAPA” means a corrective and preventative action taken pursuant to applicable quality procedures.

“Commencement Date” means the 1 January 2012. **“Confidential Information”** includes:

- (i) information concerning the existence of this Agreement and the fact that the Supplier is manufacturing the Products (as hereinafter defined) for the Buyer; and
- (ii) information related to Intellectual Property Rights generally, Arising Intellectual Property Rights, Existing Intellectual Property Rights, the Specifications and Technical Manual (all as defined herein), know how, and data and information of a technical, operational, administrative, financial or business nature, whether oral or in some tangible form, such as in documents, papers, drawings, diagrams, discs, articles, samples, prototypes or otherwise, that is disclosed (intentionally or unintentionally) by one party or their Affiliates to the other party.

“Control” means, in relation to a company, the ability of a person to ensure that the activities and business of that company are conducted in accordance with the wishes of that person, and a person shall be deemed to have Control of a company if it possesses or is entitled to acquire the majority of the issued share capital or the voting rights in that company or the right to receive the majority of the income of that company on any distribution by it of all of its income or the majority of its assets on a winding up, and **“Controlled”** shall be construed accordingly.

“Demerger” means the date on which the addiction pharmaceutical treatment business, the majority of which is currently carried on within the Reckitt Benckiser group by RBP Global Holdings Limited and its subsidiary undertakings, ceases to be directly or indirectly controlled by Reckitt Benckiser Group plc.

“Existing Intellectual Property Rights” means any Intellectual Property Rights owned by or licensed to the Buyer or the Supplier or their Affiliates prior to the date of this Agreement or created or resulting after the Effective Date otherwise than under or pursuant to this Agreement.

“FCP” means the Fine Chemical Plant at Dansom Lane, Hull, HU8 7DS.

“Finished Products” has the meaning given to that term in Schedule Two.

“Intellectual Property Rights” means patents, applications for patents, utility models, applications for utility models, trade marks or applications for trademarks or trading names (whether or not registered or registrable), rights in know how (including trade secrets, technology, methods of manufacture, specifications and other information), designs (registered or unregistered and including applications for registered designs), copyright (including rights in

computer software), topography rights and other rights in semi-conductor chips, rights in inventions, the right to claim damages for past infringements of any or all such rights and all rights having equivalent or similar effect wherever situated.

“Manufacturing IPR” shall have the meaning given in the 2012 Asset Purchase Agreement.

“Manufacturing Site” means the Supplier’s site of manufacture of Products as specified in the Supplier’s manufacturing licence and controlled substance licence in respect of such Products.

“Plant Day” means the date on which the Buyer takes operational control of the FCP in accordance with the Transitional Services Agreement.

“Prices” means the prices (described by reference to stock keeping units) specified in Schedule One to be charged by the Supplier to the Buyer in respect of any Products supplied pursuant to this Agreement;

“Products” means those products listed in Schedule Two or as otherwise agreed by the parties in writing, together with such additional, improved, modified or replacement products as shall be agreed between the parties from time to time as are manufactured by the Supplier and for supply to the Buyer under this Agreement and wherever **“Products”** is referred to in this Agreement it shall refer to the relevant Products or all Products as the case may be, as listed in Schedule Two.

“Protected Person” has the meaning set out in clause 3.5(C).

“Raw Materials” means, on a Product by Product basis, such raw materials and components as are used to manufacture such Product, including without limitation all packaging components.

“Restricted Person” means:

- (i) until any such time as Reckitt Benckiser Group plc becomes Controlled by a third party, each Supplier Affiliate; and
- (ii) from and including the date (if any) on which Reckitt Benckiser Group plc becomes Controlled by a third party, the body corporate (if different to the Supplier) that operates the Manufacturing Site, or possesses or has access to any information within limb (ii) of the definition of Confidential Information with respect to the manufacture of one or more Products.

“Specifications” means each of the specifications for the Products annexed in Schedule Three and as listed in the relevant Technical Manual signed for the purposes of identification by each party, as amended from time to time, and in accordance with which the Supplier shall manufacture and supply the Products.

“**Technical Agreement**” means the technical agreement between the Supplier and the Buyer regarding Good Manufacturing Practice responsibilities executed 3 December 2010 as updated from time to time

“**Technical Manual**” means the manual in respect of each of the Products containing the technical information for manufacture of the Products which is supplied by the Buyer to the Supplier and is recorded common Technical Document System (TDS) used by the parties.

“**Termination Stock**” has the meaning given to that term in clause 14.1.2.

“**Transitional Services Agreement**” means the transitional services agreement to be entered into by Reckitt Benckiser plc and RB Pharmaceutical Holdings Limited in connection with the Demerger. 1.2 Unless otherwise indicated, references to clauses and schedules are references to clauses and schedules in this Agreement.

2. TERM

2.1 This Agreement shall be effective from the Commencement Date and, subject to applicable laws and the provisions of clause 13 (Termination), shall expire on and including the day immediately preceding Plant Day.

3. SUPPLY

3.1 During the term of this Agreement, the Supplier shall, at or from any manufacturing plant approved in writing by the Buyer manufacture and supply the Products on an exclusive basis subject to the terms and conditions of this Agreement.

3.2 Unless the raw materials are supplied by the Buyer to the Supplier as provided in this clause 3, the Supplier shall only obtain raw materials and packaging components from sources approved in writing by the Buyer and shall ensure that such raw materials and other components are of the requisite standard to comply with the Specification and any applicable laws, codes of practice and regulations provided however the Buyer may at its sole discretion supply any raw material required for the Products to the Supplier to be delivered to the Supplier’s manufacturing plant as agreed between the parties hereto. The said raw materials will be solely used by the Supplier for the Products. The Supplier shall incorporate the cost as charged by the Buyer with no further charge into the Price of the Products.

3.3 Unless otherwise agreed with the Buyer in writing, the Supplier shall operate on a full service basis (meaning that the Supplier shall be responsible for: (i) the purchase of all Raw Materials (but the Buyer shall provide reasonable support to the Supplier in relation to obtaining the necessary permits for the import of Thebaine) and (ii) packaging materials and the supply of the Products in finished form to the Buyer). The Buyer shall only be invoiced for finished Product Price inclusive of such costs and expenses.

3.4 The Supplier shall maintain sufficient stock levels of raw and pack materials to provide flexibility, respond rapidly to increases in the Buyer’s demand and to restore the Buyer’s inventory holding such stock levels as reasonably required.

3.5 Subject to clause 3.6, the Supplier (for itself and on behalf of each Restricted

Person) covenants with the Buyer that it will not, without the prior written consent of the Buyer whether directly or indirectly and whether alone or in conjunction with or on behalf of any other person and whether as principal, shareholder, director, employee, agent, consultant, partner or otherwise, during the Agreement:

- (A) canvass, solicit or approach, or cause to be canvassed, solicited or approached, any person for orders or deal with or contract with any person, who at any time during such period is or was:
 - (a) negotiating with the Buyer or any of its Affiliates for the supply by the Buyer or any of its Affiliates of one or more of the Products; or
 - (b) was an actual customer of the Buyer or any of its Affiliates for one or more of the Products, where the above mentioned orders or contracts relate to products which are competitive with a Product supplied by the Supplier to the Buyer or any of its Affiliates at any time during such period;
- (B) interfere, or seek to interfere, with the continuation of Raw Materials to the Buyer or any of its Affiliates from any supplier who has been supplying such Raw Materials to the Buyer or any of its Affiliates at any time during such period if such interference causes or would cause that supplier to cease supplying, or materially reduce its supply of those Raw Materials to the Buyer. For avoidance of doubt, if a third party supplier suffers a shortage of supply of Raw Materials which are used by the Supplier other than to manufacture any Products, then the Supplier’s negotiation with or attempts to obtain a supply of Raw Materials from such third party supplier under the terms of the Supplier’s agreed arrangements with such third party supplier shall not of itself constitute interference by the Supplier for the purpose of this clause.
- (C) solicit or entice, or endeavour to solicit or entice, away from the Buyer or its Affiliates, any person employed in a managerial, supervisory, technical or sales capacity by, or who is or who was a consultant to, the Buyer or its Affiliates (each a “**Protected Person**”) at any time during such period unless such person responds to a bona fide recruitment advertisement or general solicitation that is not targeted at Protected Persons;
- (D) subject to clause 3.5(F), engage in, or be concerned with, or interested in, any person that conducts a business competitive with all or a substantial part of the Products.

(E) subject to clause 3.5(F):

- (i) whether alone or with, or for the benefit of any other person; or
- (ii) assist (including without limitation by way of granting a licence to or providing information to) any other person to, research, develop, manufacture, market or sell in any manner any products that are

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competitive with, or could be competitive with, one or more of the Products that are manufactured by the Supplier or any Supplier Affiliate during such period; and

- (F) unless expressly authorised by the Buyer in writing, for the purpose of commercial sale during the term of this Agreement supply (or directly or indirectly authorise the manufacture or supply of) the Products or any product which might reasonably be considered to compete with the Products to any person, firm or company other than the Buyer or an Affiliate of the Buyer.

3.6 Clause 3.5 shall not apply to the extent that:

- (A) the Supplier or any Restricted Person is the holder of securities in a company whose securities are listed on a recognised investment exchange (as defined in the Financial Services and Markets Acts 2000, as amended) and holds not more than five per cent. (5%) of the votes which could normally be cast at a general meeting of that company; or
- (B) the Supplier or any Restricted Person acquires an interest in an entity which is directly or indirectly interested in carrying on any business which competes with the business of the Buyer as it was carried out at the date of this Agreement but the acquisition is not made with the sole or main purpose of acquiring a business which so competes.

4. INSPECTION TESTING AND SAMPLES

- 4.1 If so required by the Buyer the Supplier shall, forthwith, at its own cost, submit samples of the Products for the Buyer's approval before the Products are delivered. Such samples shall be marked by the Supplier for identification.
- 4.2 On reasonable notice in writing the Buyer shall be entitled to inspect and test the Products during manufacture, processing and storage and the Supplier shall at its own cost provide or shall procure the provision of all such facilities as may reasonably be required by the Buyer including access to the Suppliers premises.
- 4.3 The exercise by the Buyer of its rights pursuant to clauses 4.1 or 4.2 shall not prejudice the Buyer's right to reject or revoke acceptance of, pursuant to the terms of any legislative or contractual rights or otherwise, any Products which are defective or which do not comply with the Specification or the provisions of this Agreement, or represent the Buyer's assumption of liability in any manner whatsoever with respect to such defective or non-compliant Products.
- 4.4 The Supplier shall supply Buyer with such Health and Safety data sheets (MSDS) and other available information as shall detail the compliance of the Supplier with its obligations under this Agreement and the condition necessary to ensure that the Products can be safely handled and used by Buyer's personnel and by any subsequent purchaser or user thereof, for such purpose as shall have been notified to the Supplier in writing.

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- 4.5 The Supplier shall, if requested by the Buyer (a) upon reasonable prior notice, once per calendar year; (b) if the Buyer receives any notice from any regulatory authority of competent jurisdiction with respect to the manufacture or packaging of any Product, during the term of this Agreement and up to seven years after the last delivery of Products has been made by the Supplier to the Buyer; (c) in the event of a breach, or the Buyer's reasonable suspicion of a breach of clause 8.1 or (d) following implementation by the Supplier of a CAPA in response to a previous audit or incident give the Buyer or its authorised representatives access (such access to be limited to during normal working hours unless immediate access is required under local law) to the Supplier's premises (including without limitation the Manufacturing Site), Products, reference samples, manufacturing records and books (including without limitation records relating to manufacturing processes, work in progress, operating procedures, sampling records, testing and packaging procedures), in each case with respect to Products, for the purpose of auditing the Supplier's quality control and procedures with respect to Products (such audit to be at the Buyer's cost). The Supplier shall use reasonable endeavours to ensure that its employees, its Affiliates and their employees and its subcontractors cooperate with and provide reasonable assistance to the Buyer during such audit. The Supplier shall retain manufacturing records and books (as referred to in this clause 4.5) for seven (7) years after the last delivery of Products under this Agreement or as otherwise required under local laws. Such records and books shall, in so far as they are applicable, be maintained in accordance with applicable law and regulation. At the end of that period the Supplier shall notify the Buyer in writing and offer to transfer the relevant records and books to the Buyer for retention at the Buyer's cost (as to reasonable expenses, properly incurred). If the Buyer does not notify the Supplier of its acceptance within two (2) months, then the Supplier can destroy such manufacturing records and books securely, in accordance with the Supplier's normal document retention and destruction procedures

5. DELIVERY

- 5.1 The Buyer shall, on a regular basis, provide a forecast of its requirements for the Products for the next twelve (12) months. The Buyer or any of its Affiliates may at any time issue to the Supplier a purchase order ("**Order**") for the Products to be delivered to the Buyer as provided in clause 5.2. The Order shall constitute a firm order for Products and shall be binding on the Supplier. The Supplier will also ensure that it will have on hand at its manufacturing plant as of the date of receipt of each of Buyer's forecasts sufficient raw materials, packaging components and other materials necessary to manufacture Buyer's requirements for Products as set forth for weeks 5 through 8 of each such forecast.

- 5.2 Following receipt of an order from the Buyer, the Supplier shall, at its own expense, deliver, or procure the delivery, of the Products EXW (Incoterms 2010) and the time specified in the order for delivery of the Products shall be of the essence,
- 5.3 The Supplier recognises that late delivery of the Products will have a significant impact on the Buyer's obligations to its customers. The Buyer requires as a condition of this Agreement deliveries to be on time. Accordingly, without prejudice to the Buyer's other rights whether hereunder or at law, if the Products are not delivered on the due date

("Late Products") the Buyer shall be entitled to deduct from the Price or to claim from the Supplier by way of liquidated damages for delay, [***] per cent of the price for every week's or part week's delay up to a maximum of [***] per cent. To the extent Late Products are contained in packaging (e.g. promotional packs) that is not suitable for sale in the ordinary course of business and late delivery means that the Buyer can not reasonably make use thereof, Supplier shall be liable for the cost of repackaging such Late Products into standard packaging and the write off costs of any promotional packaging, which cannot be utilised. The Supplier agrees that these provisions are a reasonable estimate of the Buyer's loss and shall not constitute a penalty.

- 5.4 The Supplier shall manage any agreed changes to the Specification for the Products, whilst maintaining the supply and delivery performance as set out herein. Changes to the Products shall be made with maximum speed of implementation, and meet the agreed launch timings. The Buyer has the right to charge the Supplier in the event of a launch opportunity failing wholly due to the Supplier's failure to meet the launch requirements. Inventory levels of raw and pack materials and finished Product are to be communicated prior to the change and usage agreed with the Buyer before the change is implemented.

6. TOOLING

- 6.1 The Parties acknowledge that any tooling particular and exclusive to the manufacture of the Products is the sole and exclusive property of Buyer, and Supplier shall take all such actions as Buyer may reasonably request, including, without limitation, the execution and delivery to Buyer of documents of title and other instruments confirming Buyer's exclusive right, title and interest therein. Notwithstanding the foregoing, Supplier acknowledges and agrees that all designs, drawings, samples, prototypes and all Intellectual Property Rights related thereto, with respect to the Tooling and the Products are the exclusive property of Buyer. Where the Tooling is provided by the Buyer, ownership, title and interest in the Tooling shall at all times belong to the Buyer.

7. PRICE AND PAYMENT

- 7.1 The price (the "**Price**") for the Products shall be as set out in Schedule One as may be updated from time to time only on the mutual written agreement of both parties.
- 7.2 For the duration of this Agreement, the Supplier shall use its best endeavours to be technically and commercially competitive taking into account the market for the supply and the cost from other suppliers of product(s) similar to the Products, and shall promptly effect all cost reductions and engage in all such technical innovation in respect of the Products which is reasonably possible. The Price shall be decreased to reflect such cost reductions and innovation to an amount determined by the Buyer acting reasonably.
- 7.3 The Buyer shall pay the Price for Products delivered to it pursuant to clause 5 together with any other invoices submitted to it pursuant to this Agreement within [***] of receipt by the Buyer from the Supplier of a valid VAT (or other applicable similar taxes) invoice therefore or as otherwise agreed between the parties.

8. QUALITY

- 8.1 The Supplier shall manufacture the Products strictly in accordance with this Agreement and in particular with the Specifications, the Technical Manual, the Technical Agreement, any relevant good manufacturing practice and any legislation applicable to the manufacture of the Products including legislation and standards applicable to environmental protection such as waste disposal.
- 8.2 Prior to commencement of manufacture of the Products the Supplier shall satisfy itself that the know-how contained in the Technical Manual (and any other information provided by the Buyer to the Supplier) is sufficient to enable it to efficiently perform its obligations under this Agreement. If the Supplier concludes that further information is necessary it shall notify the Buyer and obtain such information prior to the commencement of manufacture.
- 8.3 If the Supplier shall become aware that any aspect of a Specification is liable to result in the manufacture of a defective Product which may lead to a liability being incurred, the Supplier shall, as soon as reasonably practicable, notify the Buyer in writing.
- 8.4 Upon request by the Buyer the Supplier shall provide the production and quality records in respect of any or all of the Products.
- 8.5 The Supplier will provide the Buyer with certificates of analysis of all batches of the Products manufactured by it. Such certificates shall comply with, and be in the form set out in, the quality assurance requirements included in the Specifications and the Technical Manual. The Supplier shall not release the Products from its warehouse for sale until the certificates of analysis relating to such Products demonstrate that the Products meet the Specifications.
- 8.6 The Supplier shall establish and maintain a batch-tracking system to enable it to identify and procure the recall (if necessary) of Products which may be affected in any way by manufacturing and production problems. The Supplier shall provide details to the Buyer of its batch-tracking system upon request to do so.

9. WARRANTIES

9.1 Supplier hereby warrants that

9.1.1 any Products manufactured pursuant to this Agreement shall comply with all provisions as to Quality set out in clause 8 hereof;

9.1.2 the Products manufactured pursuant to this Agreement will: 9.1.2.1 be free from all defects:

9.1.2.1 be fit for their purpose and of satisfactory quality;

9.1.2.2 comply with all applicable statutes and regulations relating to the Products;

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9.1.2.3 conform in all respects with the Specifications and the Technical Manual;

9.1.3 so far as the Supplier is aware the manufacture of the Products will not impinge any third party rights.

9.2 Supplier further warrants that:

9.2.1 it will meet all Orders from the Buyer for the Product;

9.2.2 it will supply the Products within the periods set out in clause 5;

9.2.3 it will manufacture the Products using processes and technology which in the Buyer's reasonable discretion are appropriate or are suitable;

9.2.4 it or its Affiliates has taken or will take all action as may be required or necessary to obtain and maintain, comply and keep current any governmental licences, permits, approvals and/or registrations that are necessary for the Supplier and/or its Affiliates to manufacture the Products and to carry out and perform its obligations under this Agreement.

9.3 Without prejudice to any other remedy (and the Buyer's rights generally under this Agreement) if any Products are not supplied in accordance with this Agreement, then the Buyer at its sole option shall be entitled to require the Supplier at Supplier's cost within 7 days or such other reasonable time as is required by the Buyer in writing:

9.3.1 to repair Products if such Products are capable of repair; or

9.3.2 to supply replacement Products conforming with this Agreement

10. TITLE AND RISK

10.1 Title to the Products shall pass to the Buyer upon delivery.

10.2 The Supplier shall fully insure the Products for so long as they remain at the Supplier's risk.

11. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

11.1 The Supplier acknowledges that the Confidential Information may be disclosed to it by the Buyer or its Affiliates in connection with the Products and potentially in connection with other possible contract manufacturing. The Supplier shall keep such information strictly confidential (both during the subsistence and after the termination or expiry of this Agreement), shall not disclose it to any third party and shall only disclose it to those of its employees who need to know it for the purposes of this Agreement and who have agreed to be bound by similar duties of confidentiality as the Supplier. In particular the Supplier shall not disclose to any third party any information contained in the Specification except to the extent that such information is or becomes public knowledge

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through no fault of the Supplier or as may be required by applicable laws or order of the court or other competent authority.

11.2 The Supplier agrees to use the Confidential Information only for the purpose of manufacturing and supplying the Products for the Buyer or its Affiliates on the terms of this Agreement and for no other purpose or for its or any third party's benefit.

11.3 The Buyer or as the case may be any Affiliate of the Buyer retains the ownership of the product formulation for the Manufacturing IPR for the duration of and at any time after the termination of this Agreement. For the avoidance of doubt, this information constitutes Confidential Information.

11.4 All copyright and other Intellectual Property Rights in any artwork and origination work supplied by the Buyer or its nominee for the labelling, packaging and, where applicable, package inserts for the Products is and shall remain the property of the Buyer or its nominee absolutely.

11.5 If during the Term of this Agreement the Supplier (or any agent or authorised sub-contractor of it) develops or creates (whether with or without others and whether jointly with the Buyer or not) any Arising Intellectual Property Rights (including without limitation any modification, development or improvement to the Manufacturing IPR or the Products), such Arising Intellectual Property Rights shall, from the time of their creation and to the extent legally possible, vest in the Buyer and the Supplier shall forthwith disclose any such Arising Intellectual Property Rights to

the Buyer and the Supplier shall promptly upon request by the Buyer execute such documents as are required (including the event so required any assignment) to record the Buyer's entire right, title and interest to any and all such Arising Intellectual Property Rights.

- 11.6 During the Term of this Agreement, the Supplier shall not assign or license any of the Supplier Existing Intellectual Property Rights to other parties for use in relation to the Products or similar to the products (the "Product Field")
- 11.7 During the Term of this Agreement, and whether in isolation or for or with others, the Supplier shall not carry out research or research and development work in the Product Field, or in fields closely connected to the Product Field, which is other than pursuant to this Agreement.
- 11.8 11.8 To the extent that the Buyer requires or desires a licence from the Supplier of any Supplier Existing Intellectual Property Rights in order to use and exploit any Arising intellectual Property Rights, the Supplier hereby grants to the Buyer a non exclusive irrevocable, perpetual, world-wide, royalty-free, transferable and sub-licensable licence in respect thereof. For the avoidance of doubt, this licence shall survive the termination or expiry of this Agreement.
- 11.9 Notwithstanding termination or expiry of this Agreement, in the event that the Supplier shall decide that it no longer wishes to apply for, prosecute or maintain any registered protection for any of the Supplier Existing Intellectual Property Rights in relation to the Product Field for any country it shall forthwith notify the Buyer in writing (and in any

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event at least 90 days before the date upon which any payment or step would be required to be taken to continue prosecuting or maintaining any such protection). If within 60 days of receipt of such notice from the Supplier, the Buyer indicates to the Supplier that it wishes to take an assignment of such Existing Intellectual Property Rights, it shall so notify the Supplier who immediately shall assign, with full title guarantee, the entire right, title and interest to such Existing Intellectual Property Rights to the Buyer for a nominal consideration. For the avoidance of doubt, this includes any registered protection which the company is entitled to claim priority from an earlier application at the end of the Paris Convention priority period,

- 11.10 For any Existing Intellectual Property Rights and Arising Intellectual Property Rights owned by or to be owned by the Buyer, the Supplier shall provide all necessary assistance, free of charge, required by the Buyer to complete the registration of such rights with the competent authorities in anywhere designated by the Buyer.
- 11.11 Without prejudice to a party's right to challenge the validity of any registrations of Intellectual Property Rights owned by the other party, each party undertakes that it shall not at any time during the continuance of this Agreement do or suffer to be done any act or thing which would impair the rights of the other party in its Intellectual Property Rights relevant to this Agreement and further undertakes that it shall not represent that it has any title to or right of ownership in such Intellectual Property Rights of the other party.
- 11.12 The Supplier shall at the request of the Buyer execute such registered user agreement in respect of the use of the trade marks of the Buyer or its Affiliates as the Buyer may reasonably require.

12. FORCE MAJEURE

- 12.1 If either party is prevented or delayed in the performance of any of its obligations under this Agreement as a result of civil commotion, embargo, governmental legislation or regulation, riot, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster or other event beyond the reasonable control of a party that has not occurred as a result of its negligence or other act or omission and which was not reasonably foreseeable ("Force Majeure Event"), it shall notify the other party, in writing, of the same as soon as practicable, fully detailing the background to, and all relevant matters connected with, such Force Majeure Event, together with such evidence thereof that it reasonably can give and specifying the period for which such prevention or delay can reasonably be expected to continue. The affected party shall use its reasonable endeavours to remove or overcome such Force Majeure Event as quickly as possible and shall also use its reasonable endeavours to mitigate the impact of such Force Majeure Event of the other party. Subject to clause 12.2, if a party shall have fully complied with its obligations under this clause 12.1, it shall be excused from performance of its unfulfilled obligations under this Agreement from the date of such notice until such Force Majeure Event no longer pertains.

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- 12.2 If a Force Majeure Event prevents performance by a party of any obligations hereunder for a continuous period in excess of 8 weeks, the other party shall be entitled to terminate this Agreement by written notice at any time after such 8 week period provided the relevant Force Majeure Event remains subsisting at the time such notice is given.

13. TERMINATION

- 13.1 This Agreement may be terminated at any time upon either party giving to the other 3 months notice in writing if the other party commits a material breach of the terms of this Agreement and (where such breach is capable of remedy) fails to remedy such breach within 30 days of receiving written notice from the other party specifying the breach and requiring its remedy.
- 13.2 This Agreement may be terminated by either party immediately on written notice to the other, if;
- 13.2.1 the other party shall go into liquidation whether voluntary or compulsory or is dissolved or becomes insolvent or if a petition shall be presented or an order made for the appointment of an administrator or if a receiver, administrative receiver or manager shall be appointed over any part of its assets or undertaking which appointment is not dismissed within thirty (30) days of having been made, or
- 13.2.2 any distress, execution, sequestration or other process is levied or enforced upon or sued out against the property of the other party which is not discharged within thirty (30) days, or

13.2.3 the other is unable to pay its debts in the normal course of business.

14. CONSEQUENCES OF TERMINATION

- 14.1 Upon termination or expiry of this Agreement for whatever reason: 14.1.1 the Supplier shall, at the request of the Buyer, use its reasonable endeavours to novate those contracts that provide for the supply of all raw materials, packaging components and other materials used exclusively in the production of the Buprenorphine API to the Buyer, or as the Buyer may direct and to meet any reasonable request from any competent authority and the Buyer required to transfer production or any registrations or licences or approvals to the Buyer, its Affiliates or any third party approved in writing by the Buyer; and 14.1.2 the Supplier shall, at the request of the Buyer release and make available for immediate collection by or on behalf of the Buyer (i) any raw materials and products which are stored at the FCP but have not yet been processed into Buprenorphine API, (ii) any raw materials or products which are in the process of being manufactured to make Buprenorphine API and (iii) all Naloxone ((i), (ii) and (iii) together the "Termination Stock"), the cost of each of (i), (ii) and (iii) to be calculated at the prices set out in Schedule One or the relevant raw materials at cost price and the Buyer shall pay the Supplier in accordance with clause
- 14.2 The Buyer shall transfer such amounts due and payable for the Termination Stock to the Supplier's nominated bank account (as specified by the Supplier at the time such

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Termination Stock is to be transferred) within 30 days of the completion of the transfer of that Termination Stock.

- 14.3 The terms and conditions relating to Finished Products which are ordered during the term of this Agreement but falling due for delivery after its expiry, will be governed (including as to cost) by the terms and conditions of the Copacker Supply Agreement between the Buyer and the Supplier which is to come into effect on Plant Day.

15. ASSIGNMENT AND THIRD PARTY RIGHTS

- 15.1 Subject to clause 15.2, save that the Supplier may assign the benefit and burden of this Agreement to a new entity created within the group (and still under the ultimate control of the Supplier's ultimate parent company, Reckitt Benckiser Group Plc) as part of a group reorganisation, neither the benefit nor the obligations of this Agreement or of any provision of it may be assigned or transferred by either party without the prior written consent of the other.
- 15.2 Neither party shall exercise its right to assign this Agreement after the Demerger becomes effective.
- 15.3 Any Affiliate of the Buyer may place orders under this Agreement and may accordingly in their own right enforce the provisions of this Agreement, as though it were the Buyer.

16. MISCELLANEOUS

- 16.1 If there are any inconsistencies between the terms and conditions set forth in this Agreement and the terms and conditions set forth in any quotation, order, acknowledgement or invoice, the terms and conditions of this Agreement shall prevail.
- 16.2 This Agreement, the Specification or any order may only be amended, modified or varied by the parties by an instrument in writing signed on behalf of each of the parties.
- 16.3 The waiver by either party of any right under this Agreement or of any failure to perform or breach hereof by the other party shall not constitute or be deemed to be a waiver of any other or future right hereunder or of any other failure to perform or breach hereof by such other party, whether of a similar or dissimilar nature.
- 16.4 All notices, consents, approvals or other communications hereunder shall be in writing and shall be delivered personally or by registered or certified mail, postage prepaid, or sent by fax, addressed to the authorised personnel at relevant party and at such address as each party shall from time to time notify to the other in writing. Any such notice, consent, approval and other communication shall be deemed given, in the case of personal delivery, on the date of delivery, in the case of mailing, on the fifth day following its deposit in the mail and in the case of a fax, on the next business day after the day of transmission provided the sender's facsimile machine produces a report showing complete and successful transmission to the correct facsimile number.

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- 16.5 The expiration or earlier termination of this Agreement will not operate to release either party hereto from its obligations under clauses 3.5, 9, 11 or 14 which obligations will survive such expiration or termination, or from any liability which has already accrued to the other party as of the date of expiration or termination or which may thereafter accrue in respect of any act, omission or default occurring prior to expiration or termination.
- 16.6 Nothing in this Agreement shall constitute or be deemed to constitute the creation of a partnership, agency, or employer/employee relationship between the parties.
- 16.7 This Agreement, together with the Specifications Technical Manual and the Schedules attached hereto, constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the Buyer and the Supplier and their Affiliates in relation to the subject matter of this Agreement.
- 16.8 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part it shall be deemed severed from this Agreement and the validity of the other provisions and the remainder of the provision in question shall not be affected.

17. LAW AND JURISDICTION

17.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales, save as to conflict of law provisions. If any dispute is not resolved between the parties, the matter may then be referred exclusively to the Courts of England and Wales who shall have exclusive jurisdiction over any such dispute.

The parties have executed two copies of this Agreement on the date of last signature set out below, each of which shall be considered an original

Signed: _____	Signed: _____
Name: _____	Name: _____
Position: _____	Position: _____
Date: _____	Date: _____
for and on behalf of	for and on behalf of
Reckitt Benckiser Healthcare (UK) Ltd	RB Pharmaceuticals Ltd

SCHEDULE ONE
THE PRICES

The Price of the products shall be [***]

SCHEDULE TWO
THE PRODUCTS

Buprenorphine API meaning the buprenorphine active pharmaceutical ingredient (including without limitation, Base Buprenorphine and Buprenorphine Hydrochloride, each as identified in the common Technical Document System (TDS) used by the parties).

All formulations of the chemical compound Buprenorphine marketed and sold for use in humans including without limitation all products sold under the brand names BUPRENEX, SUBUTEX, SUBOXONE and TEMGESIC globally and any products sold pursuant to the non-exhaustive list of marketing authorisations as set out below (the “**Finished Products**”):

[***]

SCHEDULE THREE
THE SPECIFICATION

[***]

EXECUTION VERSION

IN WITNESS whereof the parties hereto have signed this Deed on the day and year first before written.

EXECUTED AS A DEED BY	)	
RECKITT BENCKISER HEALTHCARE (UK LIMITED)	)	/s/ W R Mordan
acting by a director in the presence of:	)	
	)	Director
Witness’s signature:		/s/ Michelle Mordan

Name (print):	Michelle Mordan
Occupation:	Homemaker
Address:	[***]

EXECUTED AS A DEED BY	)	
RB PHARMACEUTICALS LIMITED	)	
acting by a director in the presence of:	)	
	)	Director

Witness’s signature:	
Name (print):	
Occupation:	
Address:	

EXECUTION VERSION

IN WITNESS whereof the parties hereto have signed this Deed on the day and year first before written.

EXECUTED AS A DEED BY	)	
RECKITT BENCKISER HEALTHCARE (UK LIMITED	)	
acting by a director in the presence of:	)	
	)	Director

Witness’s signature:	
Name (print):	
Occupation:	
Address:	

EXECUTED AS A DEED BY	)	
RB PHARMACEUTICALS LIMITED	)	/s/ Richard Jameson
acting by a director in the presence of:	)	
	)	Director

Witness’s signature:	/s/ Jean Jameson
Name (print):	Jean Jameson
Occupation:	Registered Nurse
Address:	[***]

THIS EXHIBIT HAS BEEN REDACTED AND IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST. REDACTED MATERIAL IS MARKED WITH [***] AND HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

DATED 23 December 2014

COPACKER SUPPLY AGREEMENT

BETWEEN

(1) RECKITT BENCKISER HEALTHCARE (UK) LIMITED (“Supplier”)

AND

(2) RB PHARMACEUTICALS LIMITED (“Buyer”)

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THIS AGREEMENT is made on 23 December 2014

BETWEEN:

(1) Reckitt Benckiser Healthcare (UK) Limited incorporated and registered in England and Wales with company number 261312 whose registered office is at 103-105 Bath Road, Slough, Berkshire, SL1 3UH, United Kingdom (Supplier).

AND

(2) RB Pharmaceuticals Limited incorporated and registered in England and Wales with company number 7183451 whose registered office is at 103-105 Bath Road, Slough, Berkshire, SL1 3UH, United Kingdom (Buyer).

WHEREAS the Buyer wishes to engage the Supplier to manufacture and supply the Products (as defined below) on the terms of this Agreement and the Supplier wishes to manufacture and supply the Products to the Buyer on the terms of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS

1.1. In this Agreement the following definitions shall apply, unless the context requires otherwise:

“Active Pharmaceutical Ingredient” or “API” means, with respect to a Product, any substance or mixture of substances intended to be used in the manufacture of a drug (medicinal) product and that, when used in the production of a drug, becomes an active ingredient of the drug product.

“Actual Order Volume” has the meaning set out in paragraph 4 in Schedule One.

“Affected Party” has the meaning set out in clause 18.1.

“Affiliate” means in relation to a company, any entity Controlled by that company or any entity which Controls that company or any entity which is Controlled by another entity, which also Controls that company whether such Control is direct or indirect. “Supplier’s Affiliates” and “Buyer’s Affiliates” shall be construed accordingly in relation to the Supplier and the Buyer respectively.

“Agreement” means this agreement.

“Amended Supply Agreement” means the supply agreement between the parties dated 23 July 2012, as updated and amended from time to time.

“API Specification” has the meaning set out in Schedule Eleven.

“Arising Product Intellectual Property Rights” means such Intellectual Property Rights as are developed or created during the conduct of, and as a result of, the work undertaken under this Agreement and which relate exclusively to any Product (including without limitation its manufacture and/or use) (excluding, for the avoidance of doubt, any Existing Intellectual Property Rights).

“Arising Supplier Intellectual Property Rights” means such Intellectual Property Rights as are developed or created by the Supplier (or any agent or authorised sub-contractor of it), whether with or without third parties arising as a consequence of a change in relation to manufacture of the Products made under clauses 8.6 to 8.10 and which do not relate exclusively to any Product (for the avoidance of doubt, (i) including without limitation any manufacturing Intellectual Property Rights (excluding any trade marks and rights in passing off) of applicability to manufacturing generally, and (ii) excluding any Existing Intellectual Property Rights).

“Asset Purchase Agreement” means the asset purchase agreement between the parties dated 23 May 2012.

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“Assumed API Costs” has the meaning set out in paragraph 1(2) in Schedule One.

“Budget Order Volume” has the meaning set out in paragraph 2 in Schedule One.

“Business Continuity Plan”/the “BCP Plan” has the meaning set out in clause 19.1.

“Business Day” means a day (other than a Saturday or Sunday) on which banks are open for business in London, UK.

“Buyer Indemnities” has the meaning set out in clause 11.2.

“CAPA” means a corrective and preventative action taken pursuant to applicable quality procedures.

“cGMP” means all applicable standards for good manufacturing practices as promulgated under applicable laws, including (a) Directive 2001/83/EC, 2003/94/EC and any applicable guidance on good manufacturing practices adopted pursuant to Article 47 of Directive 2001/83/EC, in particular relevant guidance on good manufacturing practices contained in the Rules Governing Medicinal Products in the European Union, Volume IV Good Manufacturing Practice for Medicinal Products, the principles detailed in the ICH Q7A guidelines; and (b) U.S. Good Manufacturing Practice regulations promulgated by the U.S. Food and Drug Administration including 21 CFR Part 210 and 211, in each case as amended from time to time.

“Certificate of Analysis” means the certificate of analysis contemplated by the Technical Agreement. “Change Plan” has the meaning set out in clause 8.6.

“Change in Specification” has the meaning set out in clause 8.8.1.1.

“Commencement Date” has the meaning set out in clause 2.3. “Confidential Information” means:

(A) information concerning the existence of this Agreement and the fact that the Supplier is manufacturing the Products (as hereinafter defined) for the Buyer;

and

(B) information related to Arising Product Intellectual Property Rights, Arising Supplier Intellectual Property Rights, Existing Intellectual Property Rights, the Specifications and Technical Manual (all as defined herein), know how, and data and information of a technical, operational, administrative, financial or business nature, whether oral or in some tangible form, such as in documents, papers, drawings, diagrams, discs, articles, samples, prototypes or otherwise, in each case that is disclosed (intentionally or unintentionally) by one party or their Affiliates to the other party or its Affiliates.

Without limiting the foregoing, the Confidential Information of the Buyer includes all Manufacturing IPR as defined in the Asset Purchase Agreement, the Specifications and the Technical Manual.

“Control” means, in relation to a company, the ability of a person to ensure that the activities and business of that company are conducted in accordance with the wishes of that person, and a person shall be deemed to have Control of a company if it possesses or is entitled to acquire 50% or more of the shares carrying votes exercisable at a general meeting (or its equivalent) of the particular company if such company is a corporation issuing voting shares or the right to receive the majority of the income of that company on any distribution by it of all of its income or the majority of its assets on a winding up. “Controlled” shall be construed accordingly.

“Delivery Point” means the Buyer’s specified point for delivery at either (i) [***], or (ii) [***], or (iii) such other UK delivery address as specified by the Buyer from time to time.

“Demerger Agreement” means the demerger agreement to be entered into between Reckitt Benckiser Group plc and Indivior plc on or around 17 November 2014.

“Direct Manufacturing Costs” means costs which are directly attributed to the manufacture of the Products, as set out in the “direct costs” section of the FOS.

“EMA” means the European Medicines Agency or any successor entity thereto.

“Emergency Trigger Level” means an OTIF performance level of [***] per cent.

“Escalation Notice” has the meaning set out in clause 20.1.

“Excess Supply” has the meaning set out in clause 5.4.

“Existing Intellectual Property Rights” means any Intellectual Property Rights owned by or licensed to the Buyer or the Supplier (as applicable) or their Affiliates (i) prior to the date of this Agreement or (ii) that is created or resulting during the term of this Agreement otherwise than under or pursuant to this Agreement. (“Supplier’s Existing Intellectual Property Rights” and “Buyer’s Existing Intellectual Property Rights” shall be construed accordingly in relation to the Supplier and the Buyer respectively).

“Existing Tooling” means the Tooling which, as at the date of this Agreement, is owned by the Buyer, as indicated in Schedule Seven.

“FCP Lease” means the lease of the fine chemical plant, land and buildings on Dansom Lane, Hull, HUB 7DS dated on or around 1 December 2014 entered into by the parties.

“FDA” means the United States Food and Drug Administration and any successor agency thereto.

“Force Majeure Event” has the meaning set out in clause 18.1.

“FOS” means the factory operating statement as agreed between the parties from time to time each year (the initial version of which is set out at Appendix 1 to Schedule One).

“ILCH” means the Index of Labour Costs per Hour released by the Office for National Statistics;

“Indirect Manufacturing Costs” means costs which are indirectly attributed to the manufacture of the Products, as set out in the “indirect costs” section of the FOS.

“Indirect Manufacturing Cost Product Allocation” has the meaning set out in paragraph 2 in Schedule One.

“Intellectual Property Rights” means patents, applications for patents, utility models, applications for utility models, trade marks or applications for trade marks or trading names (whether or not registered or registrable), rights in know how (including trade secrets, technology, methods of manufacture and specifications), designs (registered or unregistered and including applications for registered designs), copyright (including rights in computer software), topography rights and other rights in semiconductor chips, rights in inventions, the right to claim damages for past infringements of any or all such rights and all rights having equivalent or similar effect wherever situated.

“Key Performance Indicators” /”KPIs” means those target performance levels as set out in Schedule Five or otherwise agreed between the parties in writing from time to time.

“Manufacturing Costs” has the meaning set out in paragraph 1(1) in Schedule One.

“Manufacturing Site” means the Supplier’s site of manufacture of Products as specified in the Supplier’s manufacturing licence and controlled substance licence in respect of such Products.

“Material OTIF Failure” has the meaning set out in clause 14.3.2. “Optional Restricted Period” has the meaning set out in clause 3.6.1.2. “Order” has the meaning set out in clause 5.1.1.

“Order Requirements” means each Order shall, for each SKU of Products, have a minimum order quantity of one (1) pallet, and be in multiples of whole pallets.

“OTIF” means, in relation to delivery of Products, on time in full.

“Pallet Policy” shall be construed in accordance with clause 5.7.

“Plant Day” shall have the meaning set out in the Demerger Agreement.

“Premises” has the meaning set out in the FCP Lease.

“Price” means the prices (described by reference to skus) specified in the price list attached to the FOS to be charged by the Supplier to the Buyer in respect of any Products supplied pursuant to this Agreement.

“Proceeding” means any judicial, administrative or adversarial proceeding (public or private), any action, claim, lawsuit, litigation, arbitration or mediation, any hearing, investigation, probe or inquiry by any governmental authority, or any other dispute, in each case initiated by a third party (including any governmental authority).

“Products” means those products listed in Schedule Two or as otherwise agreed by the parties in writing, together with such additional, improved, modified or replacement products as shall be agreed between the parties from time to time as are manufactured by the Supplier and for supply to the Buyer under this Agreement and wherever “Products” is referred to in this Agreement it shall refer to the relevant Products or all Products as the case may be, as listed in Schedule Two.

“Product Field” has the meaning set out in clause 13.7.

“Product Forecast” has the meaning set out in clause 5.1.

“Protected Person” has the meaning set out in clause 3.6.3.

“Purchase Terms” has the meaning set out in clause 6.6

“Raw Materials” means, on a Product by Product basis, such raw materials and components as are used to manufacture such Product, including without limitation all packaging components but excluding API.

“Raw Materials Manufacturing Cost” means, with respect to a Product, the cost of all materials and components, excluding the API, which are directly used to manufacture and form an integral part of such Product.

“Rectification Plan” has the meaning set out in clause 14.3.2.2.

“Restricted Period” has the meaning set out in clause 3.6.1.1.

“Restricted Person” means:

(A) until any such time as Reckitt Benckiser Group plc becomes Controlled by a third party, each Supplier Affiliate; and

(B) from and including the date (if any) on which Reckitt Benckiser Group plc becomes Controlled by a third party, the body corporate (if different to the Supplier) that operates the Manufacturing Site, or possesses or has access to any information within limb (B) of the definition of Confidential Information with respect to the manufacture of one or more Products.

“Services” means those internal logistics and other services listed in Schedule Two or as otherwise agreed by the parties in writing in respect of each of the Products to be performed by the Supplier in respect of any of the Products as part of its obligations in supplying the relevant Products under this Agreement, including any Temporary Additional Services as required.

“SOP” means standard operating procedure;

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“Specifications” means each of the specifications for the Products as listed in the relevant Technical Manual and in Schedule Four signed for the purposes of identification by each party, as amended from time to time, and in accordance with which the Supplier shall manufacture and supply the Products.

“SKU” means stock keeping unit;

“Supplier Indemnities” has the meaning set out in clause 11.1.

“Target OTIF Level” means an OTIF performance level of [***] per cent.

“Tax Authority” means any authority responsible for the collection or management of any tax.

“Technical Agreement” means the Technical Agreement entered into between the parties on or about the date of this Agreement, as such agreement shall be amended from time to time.

“Technical Manual” means the manual in respect of each of the Products containing the technical information for manufacture of the Products which is supplied by the Buyer to the Supplier and signed for the purposes of identification by each party along with any and all manufacturing policies of the Buyer which may be provided by the Buyer or its Affiliates to the Supplier from time to time.

“Technical Transfer” means those activities required to be performed by the Supplier in order to transfer the manufacture of the Products to an alternative supplier and manufacture batches up to and including process validation as further set out in clause 14.

“Temporary Additional Services” means those services as are set out in Schedule Three.

“Tooling” has the meaning set out in clause 6.6.

“Transferee” has the meaning set out in clause 2.2.

“VAT” means:

(A) within the European Union, any tax imposed by any Member State in conformity with the Directive of the Council of the European Union on the common system of value added tax (2006/112/EC); and

(B) outside the European Union, any tax corresponding to, or substantially similar to, the common system of value added tax referred to in paragraph (A) of this definition.

1.2. Unless otherwise indicated, references to clauses and schedules are references to clauses and schedules in this Agreement.

1.3. For the purpose of this Agreement, references to “manufacturing” a Product includes, without limitation, manufacturing, processing, formulating, packaging, finishing, filling, labelling, holding and quality control testing of such a Product, and “manufacture” shall be construed accordingly.

2. TERM

2.1. This Agreement shall be effective from the Commencement Date and, subject to applicable laws and the provisions of clause 15 (Termination), shall have effect until seven (7) years following the Commencement Date unless terminated by either party giving the other not less than thirty-six (36) months written notice, such termination not to take effect earlier than the sixth anniversary of the Commencement Date.

2.2. If notice has been served under clause 2.1, at the request of the Buyer any time during the period of notice the Supplier shall promptly and efficiently undertake and complete a Technical Transfer in accordance with clause 14 to the Buyer or a third party identified by the

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Buyer (the Buyer or the third party (or both) being the “Transferee”) to enable the Transferee to establish and conduct cGMP manufacture of the Products.

2.3. The parties agree that this Agreement shall commence immediately upon Plant Day (the “Commencement Date”).

3. SUPPLY OF PRODUCTS AND SERVICES

3.1. During the term of this Agreement, and subject to the terms of this Agreement the Supplier shall, at the Manufacturing Site:

- 3.1.1. manufacture and supply the Buyer's requirements of the Products on an exclusive basis (save where such exclusivity is disapplied in accordance with the terms of this Agreement); and
- 3.1.2. supply or procure the supply of the Services.
- 3.2. Unless expressly authorised by the Supplier in writing, or as otherwise permitted by this Agreement, the Buyer shall not, directly or indirectly, (and shall procure that none of its Affiliates shall) during the term of this Agreement purchase (or directly or indirectly authorise the purchase of) for the purpose of commercial sale the Products or any product which might reasonably be considered to be the same Products produced by the Supplier from any person, firm or company other than the Supplier or an Affiliate of the Supplier.
- 3.3. The Buyer shall supply the API to the Supplier for the sole purpose of manufacturing the Products. If the Buyer is unable to supply the API to the Supplier, the Buyer may in its discretion arrange for an alternative source of API to be supplied to the Supplier and in such event the Supplier shall use all reasonable endeavours to qualify such alternative source as promptly as practicable, at the Buyer's cost (as to expenses properly incurred). For the avoidance of doubt, the Supplier shall not be responsible for sourcing the API. The Supplier shall not be in breach of its obligations under this Agreement to manufacture Products to the extent such breach was caused by a failure of the Buyer's obligations to supply quantities of API in accordance with this Agreement.
- 3.4. Unless and to the extent the Raw Materials are supplied by the Buyer to the Supplier as provided in this clause 3, the Supplier shall only obtain Raw Materials from sources approved in writing by the Buyer and shall ensure that such Raw Materials are of the requisite standard to comply with the Specification and any applicable laws, codes of practice and regulations, provided however the Buyer may at its sole discretion supply any Raw Materials required for the Products to the Supplier to be delivered to the Supplier's manufacturing plant as agreed between the parties hereto. The said Raw Materials will be solely used by the Supplier for the Products. The Supplier shall incorporate the cost and agreed wastage level as charged by the Buyer with no further charge into the Price of the Products. The Buyer shall provide the Supplier with a Certificate of Analysis for all APIs and any Raw Materials as may be supplied by the Buyer under this clause 3.
- 3.5. Unless otherwise agreed with the Buyer in writing or set out in this Agreement, the Supplier shall operate on a full service basis (meaning that the Supplier shall be responsible for the purchase of all Raw Materials, except for Raw Materials provided by the Buyer (if any), and the supply of the Products in finished form to the Buyer). The Buyer shall only be invoiced for the Price of finished Products inclusive of such costs and expenses.
- 3.6. Subject to clause 3.7, the Supplier (for itself and on behalf of each Restricted Person) covenants with the Buyer that it will not, without the prior written consent of the Buyer whether directly or indirectly and whether alone or in conjunction with or on behalf of any other person and whether as principal, shareholder, director, employee, agent, consultant, partner or otherwise:
- 3.6.1. during:

3.6.1.1 the term of this Agreement and the period of one (1) year thereafter (the "Restricted Period"); and

3.6.1.2 at the Buyer's option (which it may exercise in its sole discretion), a further one (1) year period from the end of the Restricted Period (the "Optional Restricted Period"),

canvass, solicit or approach, or cause to be canvassed, solicited or approached, any person for orders or deal with or contract with any person, who at any time during such period is or was:

3.6.1.2.1 negotiating with the Buyer or any of its Affiliates for the supply by the Buyer or any of its Affiliates of one or more of the Products; or

3.6.1.2.2 was an actual customer of the Buyer or any of its Affiliates for one or more of the Products,

where the above mentioned orders or contracts relate to products which are competitive with a Product supplied by the Supplier to the Buyer or any of its Affiliates at any time during such period;

3.6.2. during:

3.6.2.1 the Restricted Period; and

3.6.2.2 the Optional Restricted Period,

interfere, or seek to interfere, with the continuation of Raw Materials to the Buyer or any of its Affiliates from any supplier who has been supplying such Raw Materials to the Buyer or any of its Affiliates at any time during such period if such interference causes or would cause that supplier to cease supplying, or materially reduce its supply of those Raw Materials to the Buyer. For avoidance of doubt, if a third party supplier suffers a shortage of supply of Raw Materials which are used by the Supplier other than to manufacture any Products, then the Supplier's negotiation with or attempts to obtain a supply of Raw Materials from such third party supplier under the terms of the Supplier's agreed arrangements with such third party supplier shall not of itself constitute interference by the Supplier for the purpose of this clause.

3.6.3. during:

3.6.3.1 the Restricted Period; and

3.6.3.2 the Optional Restricted Period,

solicit or entice, or endeavour to solicit or entice, away from the Buyer or its Affiliates, any person employed in a managerial, supervisory, technical or sales capacity by, or who is or who was a consultant to, the Buyer or its Affiliates (each a “Protected Person”) at any time during such period unless such person responds to a bona fide recruitment advertisement or general solicitation that is not targeted at Protected Persons;

3.6.4. subject to clause 3.6.6, during:

3.6.4.1 the Restricted Period; and

3.6.4.2 the Optional Restricted Period,

engage in, or be concerned with, or interested in, any person that conducts a business competitive with all or a substantial part of the Products.

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3.6.5. subject to clause 3.6.6, during:

3.6.5.1 the Restricted Period; and

3.6.5.2 the Optional Restricted Period,

(A) whether alone or with, or for the benefit of any other person; or

(B) assist (including without limitation by way of granting a licence to or providing information to) any other person to,

research, develop, manufacture, market or sell in any manner any products that are competitive with, or could be competitive with, one or more of the Products that are manufactured by the Supplier or any Supplier Affiliate during such period; and

3.6.6. during the term of this Agreement, unless expressly authorised by the Buyer in writing, for the purpose of commercial sale during the term of this Agreement supply (or directly or indirectly authorise the manufacture or supply of) the Products or any product which might reasonably be considered to compete with the Products to any person, firm or company other than the Buyer or an Affiliate of the Buyer.

3.7. Clause 3.6 shall not apply to the extent that:

3.7.1.1 the Supplier or any Restricted Person is the holder of securities in a company whose securities are listed on a recognised investment exchange (as defined in the Financial Services and Markets Acts 2000, as amended) and holds not more than five per cent (5%) of the votes which could normally be cast at a general meeting of that company; or

3.7.1.2 the Supplier or any Restricted Person acquires an interest in an entity which is directly or indirectly interested in carrying on any business which competes with the business of the Buyer as it was carried out at the date of this Agreement but the acquisition is not made with the sole or main purpose of acquiring a business which so competes.

3.8. If the Buyer discontinues receiving a Product under this Agreement, then the reference in clause 3.6.1.1 to “term of this Agreement” shall be construed as a reference to the period commencing on the Commencement Date and ending on the date of delivery of the last order of the Product in question.

3.9. The Supplier shall (i) by the fifth day of each month, provide a written report to the Buyer on the Bellini usage/reconciliation in respect of the previous month to [***] (or any successor thereof); and (ii) each calendar quarter, provide a written report to the Buyer on the usage of sequential labels for Belgium to the Buyer’s regulatory affairs director for Western Europe (or such other person nominated by the Buyer from time to time), which reporting in each case ((i) and (ii)) shall be in accordance with any applicable SOP of the Supplier.

4. INSPECTION TESTING AND SAMPLES DURING MANUFACTURE

4.1. Pursuant to the terms of any legislative or contractual rights or otherwise, the Buyer may reject or revoke acceptance of any Products which are defective or which do not comply with the Specifications or the provisions of this Agreement, other than as a result of a breach of the Buyer of this Agreement.

4.2. Subject to the last sentence of this clause 4.2, the Supplier shall supply the Buyer with such Health and Safety data sheets (MSDS) and other available information as shall detail the compliance of the Supplier with its manufacturing obligations under this Agreement and the condition necessary to ensure that the Products can be safely handled and used by Buyer’s personnel and by any subsequent purchaser or user thereof, for such purpose as shall have been notified to the Supplier in writing. The Buyer shall supply the Supplier with the foregoing

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in respect of any API or any Raw Materials supplied by the Buyer (if any) to the Supplier under this Agreement.

4.3. Buyer right of audit; records

4.3.1. The Supplier shall, if requested by the Buyer (a) upon reasonable prior notice, once per calendar year; (b) if the Buyer receives any notice from any regulatory authority of competent jurisdiction with respect to the manufacture or packaging of any Product, during the term of this Agreement and up to seven years after the last delivery of Products has been made by the Supplier to the Buyer; (c) in the event of a breach,

or the Buyer's reasonable suspicion of a breach of clause 9.1 or (d) following implementation by the Supplier of a CAPA in response to a previous audit or incident give the Buyer or its authorised representatives access (such access to be limited to during normal working hours unless immediate access is required under local law) to the Supplier's premises (including without limitation the Manufacturing Site), Products, reference samples, manufacturing records and books (including without limitation records relating to manufacturing processes, work in progress, operating procedures, sampling records, testing and packaging procedures), in each case with respect to Products, for the purpose of auditing the Supplier's quality control and procedures with respect to Products (such audit to be at the Buyer's cost). The Supplier shall use reasonable endeavours to ensure that its employees, its Affiliates and their employees and its subcontractors cooperate with and provide reasonable assistance to the Buyer during such audit.

- 4.3.2. The Supplier shall retain manufacturing records and books (as referred to in clause 4.3.1) for seven (7) years after the last delivery of Products under this Agreement or as otherwise required under local laws. Such records and books shall, in so far as they are applicable, be maintained in accordance with applicable law and regulation. At the end of that period the Supplier shall notify the Buyer in writing and offer to transfer the relevant records and books to the Buyer for retention at the Buyer's cost (as to reasonable expenses, properly incurred). If the Buyer does not notify the Supplier of its acceptance within two (2) months, then the Supplier can destroy such manufacturing records and books securely, in accordance with the Supplier's normal document retention and destruction procedures.

4.4. Supplier right of audit; records

- 4.4.1. The Buyer shall, if requested by the Supplier (a) upon reasonable prior notice, once per calendar year; (b) if the Supplier receives any notice from any regulatory authority of competent jurisdiction with respect to the manufacture of API under this Agreement, during the term of this Agreement and up to seven years after the last delivery of API has been made by the Buyer to the Supplier; (c) in the event of a breach, or the Supplier's reasonable suspicion of a breach of Schedule Eleven or (d) following implementation by the Buyer of a CAPA in response to a previous audit or incident give the Supplier or its authorised representatives access (such access to be limited to during normal working hours unless immediate access is required under local law) to the Buyer's site of manufacture of API under this Agreement, reference samples, manufacturing records and books (including without limitation records relating to manufacturing processes, work in progress, operating procedures, sampling records, testing and packaging procedures), in each case with respect to API supplied by the Buyer to the Supplier under this Agreement, for the purpose of auditing the Buyer's quality control and procedures with respect to API (such audit to be at the Supplier's cost). The Buyer shall use reasonable endeavours to ensure that its employees, its Affiliates and their employees and its subcontractors cooperate with and provide reasonable assistance to the Supplier during such audit.
- 4.4.2. The Buyer shall retain manufacturing records and books (as referred to in clause 4.4.1) with respect to API supplied under this Agreement for seven (7) years after the last delivery of such API under this Agreement or as otherwise required under local laws. Such records and books shall, in so far as they are applicable, be maintained in

accordance with applicable law and regulation. At the end of that period the Buyer shall notify the Supplier in writing and offer to transfer the relevant records and books to the Supplier for retention at the Supplier's cost (as to reasonable expenses, properly incurred). If the Supplier does not notify the Buyer of its acceptance within two (2) months, then the Buyer can destroy such manufacturing records and books securely, in accordance with the Buyer's normal document retention and destruction procedures.

5. DELIVERY

- 5.1. Each week the Buyer may provide (or cause to be provided from its Affiliates) a rolling forecast of its requirements for the Products for the next twelve (12) months (a "Product Forecast"). The parties agree that:
- 5.1.1. the [***] of such forecast, on a rolling basis, shall be binding and as such in submitting each Product Forecast the Buyer or any of its Affiliates will issue to the Supplier a purchase order ("Order") for the Products to be delivered to the Buyer as provided in clause 5.2, which Order shall constitute a firm order for Products and shall be binding on the Supplier. If the Buyer does not provide a Product Forecast each week, the projections for the Buyer's requirements for the Products as set out in the most recent Product Forecast shall apply beyond the [***] until such time as the Buyer provides the Supplier with a revised Product Forecast;
- 5.1.2. the Supplier will also ensure that it will have on hand at its Manufacturing Site as of the date of receipt of each of the Buyer's forecasts, sufficient Raw Materials and other materials necessary to manufacture the Buyer's requirements for the Products as set out in the [***] of each such forecast, the parties agreeing that anything purchased by the Supplier against such [***] forecast (or purchased pursuant to clause 6.4) and subsequently not used shall be at the Buyer's cost PROVIDED THAT this clause 5.1.2 shall not apply to the extent that the Buyer has agreed to supply to the Supplier any or all of the Raw Materials and the Buyer has failed to provide [***] stock of such Raw Materials; and
- 5.1.3. the Buyer shall ensure that, unless otherwise agreed with the Supplier, all Orders comply with the Order Requirements and the Buyer shall not order the same SKU of Products more than [***] in any consecutive [***] period.
- 5.2. Following receipt of an Order from the Buyer, the Supplier shall, at its own expense, deliver, or procure the delivery, of the Products DAP (Incoterms 2010) to the Delivery Point. In respect of all Orders, the Supplier shall deliver the Products to the Buyer at the time specified in the Order. With respect to given Products, delivery shall be effected on the last to occur of the following events: (i) such Products are physically delivered to the Delivery Point; (ii) such Products have been QP released in accordance with the Technical Agreement; or (iii) the Buyer has received a Certificate of Analysis from the Supplier confirming such Products meet the Specifications.
- 5.3. The Supplier represents and warrants that, unless otherwise agreed in writing with the Buyer, at the time of delivery all Products will have a minimum shelf life remaining of [***] shelf life, except in the case of an Order for Products the delivery of which has been deferred at the Buyer's request.
- 5.4. If the Supplier delivers to the Buyer a supply of the Products exceeding the amount specified in the applicable Order (the "Excess Supply"), the Buyer shall purchase such amount of the Excess Supply equal to the lower of:

5.4.1. [***] additional [***] of the amount specified in the relevant Order; and

5.4.2. [***] per cent ([***]%) of the total Order,

For the avoidance of doubt, the Buyer shall not be obliged to purchase any amount of Product above the amounts specified in clauses 5.4.1 and 5.4.2 unless such purchase has been agreed in writing in advance between the parties.

- 5.5. Following delivery, the Buyer shall have five (5) working days to examine each delivery of the Products and report any defects (including without limitation defects in quantity or obvious defects in quality identifiable from visible inspection of the pallet delivered) to the Supplier within such period. If no report is received by the Supplier within such period the Buyer will be deemed to have accepted such Products. The parties further agree that:
- 5.5.1. If such a report is received by the Supplier, the Supplier shall notify the Buyer whether or not it agrees that the Products in question are defective within five (5) working days after receipt of such report (and if the Supplier fails to do so within such five (5) working day period, the Supplier shall be deemed to have agreed with the Buyer's determination that the Products in question are defective). If the Supplier does not agree with the Buyer that the Products in question are defective then the parties' respective heads of quality shall promptly meet (and in any event within ten (10) working days after the Supplier's receipt of the Buyer's report) to discuss and attempt to resolve the dispute. If the heads of quality have not resolved the dispute within fifteen (15) working days after the Supplier's receipt of the Buyer's report then a sample of the alleged defective Product shall be submitted for analysis to an independent laboratory (or other appropriate expert) to be agreed upon in good faith between the Buyer and the Supplier in writing. The decision of such laboratory (or expert) shall be final and binding on the parties and the corresponding expenses will be paid by the party found to be in error.
- 5.5.2. If the Supplier agrees with the Buyer that the Products are defective (or is deemed to have so agreed) or the laboratory or other expert determines that the Products are defective (and such defect is not as a result of the Buyer's breach of this Agreement), the Supplier shall, at the Buyer's option, either (a) if the Buyer has paid for the Products in question, reimburse the Buyer for the Price it paid for such Products or, if the Buyer has not paid for the Products in question, reimburse the Buyer's cost of the API used in such Products or (b) deliver replacement Products at no additional charge to the Buyer in substitution for the rejected Products and reimburse the Buyer's cost of the API used in such replacement Products.
- 5.6. The Supplier represents and warrants that it will have the capacity to fill the Buyer's requirements for the amount of Products set forth in any Order so long as such amount does not exceed [***]% of the forecasted demand set forth in the immediately preceding Product Forecast. The Supplier shall provide the Buyer with capacity information, and complete a vulnerability analysis from time to time to demonstrate that the available capacity meets the Buyer's requirements. The Supplier shall promptly take action to address to the Buyer's reasonable satisfaction any capacity issues identified by the analysis.
- 5.7. If required by the Buyer, the Supplier shall make arrangements to meet the Buyer's "Pallet Policy" for shipment of Product to each specified location. A copy of the Policy is attached in Schedule Six.
- 5.8. For avoidance of doubt, the terms and conditions relating to Products, which were ordered prior to Plant Day in accordance with the Amended Supply Agreement but fall due for delivery during the term of this Agreement, will be governed (including as to cost) by the terms and conditions of this Agreement.

6. API, RAW MATERIALS AND TOOLING

- 6.1. The parties agree that the API and Raw Materials shall be sourced by the Supplier in accordance with this clause 6.
- 6.2. The Supplier shall collect the APIs from the Buyer at the entrance to the Premises.

Active Pharmaceutical Ingredients (API)

- 6.3. The Supplier shall only use API supplied by the Buyer (or by a third party approved in writing by the Buyer) in the manufacture of any Products and the parties agree:
- 6.3.1. the Supplier will order API from the Buyer according to the minimum batch quantity of [***] of Buprenorphine and [***] of Naloxone (or as otherwise agreed between the parties) which shall be delivered by the Buyer or the Buyer's nominee on a one (1) week lead time together with the APIs' Certificate of Analysis;
- 6.3.2. the Supplier will at all times retain appropriate stockholdings of API, being [***] usage of each of Buprenorphine and Naloxone or as otherwise agreed following review twice a year; and
- 6.3.3. notwithstanding the terms of any shipping document or any other delivery documents, the API is supplied by the Buyer on a consignment basis as set out in Schedule Eleven;
- 6.3.3.1 all risk in the API (including without limitation for any loss of or damage to the API) transfers to the Supplier at the point of delivery to the Supplier, the Supplier shall maintain and store the API in appropriate and secure conditions in accordance with applicable laws and shall fully insure the API for so long as it remains at the Supplier's risk; and

6.3.3.2 legal title to the API shall remain with the Buyer after delivery to the Supplier pending use in the manufacture of the Products. Legal title in the API shall pass to the Supplier upon use in the manufacture of the Products and will be sold and charged to the Supplier in accordance with Schedule One and Schedule Eleven;

6.3.4. the Supplier shall monitor, account for all usage and wastage of the API and is responsible for filing of annual reports with relevant authorities detailing all storage and use of API within the Supplier's control and at the Supplier's risk, the Supplier will report such information to the Buyer on a monthly basis and co-ordinate the filing of such annual reports with the Buyer;

6.3.5. all API supplied by the Buyer will be solely used by the Supplier for the Products; and

6.3.6. the Supplier shall ensure that all personnel involved in the manufacture of the Products are suitably trained for the handling of APIs used in the Product.

Raw Materials

6.4. The Supplier shall be responsible for the purchase of all Raw Materials (except for Raw Materials elected to be supplied by the Buyer) as required to meet the Orders. The Supplier shall only obtain Raw Materials from suppliers to the extent specified as authorised suppliers for the relevant material or component within the Technical Manual and the marketing authorisation or otherwise approved in writing by the Buyer. The Supplier shall ensure that such Raw Materials and other components are of the requisite standard to comply with the Specification.

6.5. The parties agree that for any Raw Material which (i) is on a lead time from the Supplier of more than [***]; or (ii) has a minimum order quantity in excess of the forecasted quantity of applicable Products in the forthcoming [***] (including without limitation those materials specified in Schedule Nine); the Supplier shall liaise with the Buyer in respect of such purchase and prior to such purchase shall obtain confirmation from the Buyer that the Buyer will underwrite any write-off (if applicable) of unused Raw Materials, before purchasing such Raw Materials as detailed in Schedule Nine.

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Tooling

6.6. To the extent that the Buyer is not already the owner thereof (as indicated in Schedule Seven), the Buyer may agree in its sole discretion to provide the Supplier with sufficient funds to cover the Supplier's purchase of the punch and die tooling (as described in Schedule Seven) required to support the capacity required for the anticipated supply of the Products, such tooling to be used solely for the production of the Products (being such tooling specified in Schedule Seven and hereinafter referred to as the "Tooling"). The purchase price for the Tooling, the amortisation formula and other commercial terms ("Purchase Terms") in respect thereof are set out in Schedule Seven.

6.7. Upon the Buyer's achievement of the Purchase Terms with respect to each item of Tooling (other than Existing Tooling) such Tooling shall become the sole and exclusive property of the Buyer, and the Supplier shall take all such actions as the Buyer may reasonably request (including, without limitation, the execution and delivery to the Buyer of documents of title and other instruments) confirming the Buyer's exclusive right, title and interest therein. Notwithstanding the foregoing, the Supplier acknowledges and agrees that all designs, drawings, samples, prototypes and all Intellectual Property Rights related thereto, with respect to the Tooling and the Products are the exclusive property of the Buyer. From and after the date on which the Buyer achieves the Purchase Terms with respect to an item of Tooling, the Supplier shall mark such item conspicuously with a sign or sticker indicating that such item is the exclusive property of the Buyer.

6.8. The Supplier acknowledges and agrees that the Buyer is the sole and exclusive owner of the Existing Tooling and the Supplier shall take all such actions as the Buyer may reasonably request (including, without limitation, the execution and delivery to the Buyer of documents of title and other instruments) confirming the Buyer's exclusive right, title and interest therein. The Supplier acknowledges and agrees that all designs, drawings, samples, prototypes and all Intellectual Property Rights related thereto, with respect to the Existing Tooling are the exclusive property of the Buyer.

6.9. Throughout the term of this Agreement, the Supplier, at its expense, shall maintain the Tooling in good working order and repair for at least five (5) years, shall not encumber or charge the Tooling in any manner whatsoever, shall procure insurance with an insurance company approved by the Buyer (such approval not to be unreasonably withheld) insuring the Tooling for its replacement value against all insurable risks, and shall use the Tooling exclusively for the production of the Products for the Buyer.

6.10. Notwithstanding anything contained in this Agreement to the contrary, the Supplier shall use reasonable endeavours to ensure that the Tooling shall have a working life of at least five (5) years from the date it was or is commissioned, the date of commissioning for Tooling existing at the date of this Agreement being set out in Schedule 7. The repair or replacement of any such Tooling that fails to achieve such capacity shall be at Supplier's sole cost and expense. The Supplier shall continue to provide routine maintenance on Tooling that has exceeded such life; provided, however, that if such a Tooling fails and the Supplier is unable to return it to service through the application of routine maintenance, any further costs of repair or replacement of such Tooling shall be at Buyer's sole cost and expense.

6.11. Where the Tooling is provided by the Buyer, ownership, title and interest in the Tooling shall at all times belong to the Buyer, and the Supplier shall throughout the term of this Agreement keep and maintain the sign and/or sticker on the Tooling indicating the sole ownership of the property of the Buyer.

7. PRICE AND PAYMENT

7.1. The price for the Products shall be those set out in Schedule One and shall be fixed for the period up to and including 31 December 2016. The parties agree that the Price shall be subject to review thereafter every one year, and each such review shall commence following the Supplier's provision to the Buyer of the Supplier's proposed pricing for the forthcoming year by 31 July of the then current year. The first such review shall take place following the Supplier's first proposal for the year 2017 (to be made by 31 July 2016). The parties agree

that the proposed pricing and review every one year (and any corresponding adjustment) will reflect the principles set out in Schedule One.

- 7.2. For the duration of this Agreement, the Supplier shall use its reasonable endeavours to be technically and commercially competitive taking into account the market for the supply of Raw Materials, and improvements in technology and the production of products similar to the Products. The Supplier will prepare an improvement plan and provide this to the Buyer before 31 July each year. Such improvement plan shall be discussed as part of the annual review set out in clause 7.1 above and the Supplier agrees to adhere to any improvement plan mutually agreed between the parties.
- 7.3. The Buyer shall pay the Price for Products delivered to it pursuant to clause 5 together with any other invoices submitted to it pursuant to this Agreement within [***] of receipt by the Buyer from the Supplier of a valid VAT (or other applicable similar taxes) invoice therefor.
- 7.4. On reasonable request of the Buyer from time to time, the Supplier shall supply:
- 7.4.1. those of the Services listed in Schedule Two (if any) specified in the request and the Buyer shall reimburse the Supplier for such Services at cost without any mark up; and
- 7.4.2. the Temporary Additional Services pursuant to the provisions and charges as set out in Schedule Three, until the Buyer provides notice to the Supplier in accordance with Schedule Three to cease providing the Temporary Additional Services,
- provided that such supply of Services shall be performed either (i) in relation to the provision of the Products or (ii) as reasonably required for the purposes of performing a Technical Transfer.
- 7.5. The amounts payable by the Buyer to the Supplier in relation to the Services set out in this Agreement shall be subject to a price review at each anniversary of this Agreement.
- 7.6. The Buyer shall be entitled to set off against any amounts due to the Supplier hereunder any amounts due to it and any of its Affiliates from the Supplier under this Agreement.
- 7.7. The parties acknowledge that the Price includes delivery to the Delivery Point and that in the event that the Buyer specifies an alternative Delivery Point, the variation in the Supplier's delivery cost (including any additional charges, or any cost reductions) shall be passed through (without mark-up or variation) to the Buyer.
- 7.8. Any amounts expressed to be payable under this Agreement by the Buyer to the Supplier shall be deemed to be exclusive of any VAT which is chargeable on any supply or supplies for which that amount (or any part thereof) is the whole or part of the consideration for VAT purposes.
- 7.9. If anything done by the Supplier under this Agreement is a supply on which VAT is chargeable and the Supplier is required to account to the relevant Tax Authority for any VAT chargeable on that supply, then an amount equal to any VAT so chargeable shall be paid by the Buyer to the Supplier (in addition to, and at the same time as, any other consideration for that supply) and the Supplier shall provide the Buyer with a valid VAT invoice for that supply.

8. SERVICE LEVELS, GOVERNANCE AND CHANGE CONTROL

- 8.1. The Supplier shall meet the agreed Key Performance Indicators in its performance of the Services as set out in Schedule Five. All Key Performance Indicators except for OTIF are for monitoring purposes only.

Governance

- 8.2. The parties agree that appropriate representatives of each of the parties' operational team shall have a weekly telephone conference or meeting to discuss the operational issues under this agreement, including if applicable the provision of Product Forecasts and Orders.
- 8.3. The parties further agree that they shall each appoint a relationship manager to be responsible for the management of arrangements and supply of Products under this Agreement. The parties acknowledge that their respective relationship managers are as follows:
- 8.3.1. The Buyer's relationship manager is Purchasing Manager;
- 8.3.2. The Supplier's relationship manager is Site Director;
- who shall meet (in person or telephone conference) on a monthly basis unless otherwise agreed by both parties to discuss the performance under, and any issues arising under, this Agreement, and shall include a review of performance against the KPIs, and assess volume of API used and stored (so as to understand the Supplier's use of API as described in clause 6.3.4). Accordingly, the Supplier agrees to provide the Buyer's relationship manager in advance of each meeting a report showing the performance against the KPIs over the previous month and over a rolling twelve (12) month period or, if shorter, the period from the Commencement Date to the end of the previous month.
- 8.4. The parties further agree that approximately every three (3) months, and in any event four (4) times a year (unless otherwise agreed between the parties) they shall hold a joint steering group meeting comprised of the key stakeholders from each of the parties which shall include:
- 8.4.1. for the Buyer, the Buyer's relationship manager and the Buyer's supply director (together with any other additional representative as nominated by the Buyer); and
- 8.4.2. for the Supplier, the Suppliers relationship manager and the Supplier's SVP Health Supply (together with any other additional representative as nominated by the Supplier),

who shall meet to discuss the performance under, and any issues arising under, this Agreement, review of performance against the KPIs, and discuss any strategic issues, including without limitation any expected variation in demand and/or capacity (if any).

- 8.5. The parties agree that the monthly meetings of the relationship managers shall be used to resolve where possible any issues or problems as they arise. However, the parties agree that in the event any problem or issue is not resolved between the relationship managers, either relationship manager shall escalate the matter by providing written notice to the other party as set out in clause 20.

Change Control and Change Management

- 8.6. The parties acknowledge the regulatory requirements and associated timescales involved in making changes to the manufacture of the Products are significant and as such both parties agree that, upon becoming aware of any possible need or desire to make any changes, that party will provide the other with written notice of such possible change (including rationale, expected timings, risk assessment, price impact and any impact on business continuity). Upon receipt of such notice the parties will meet to discuss such proposed changes (each acting reasonably and in good faith). Any changes agreed between the parties shall be documented in writing via a change plan specifying timings, responsibilities of each of the parties and costs, and must be signed by both parties ("Change Plan"). The Supplier will not make any changes to the manufacture of the Products without a Change Plan signed by the Buyer PROVIDED THAT neither party shall be entitled to reject such Change Plan if such rejection would result in the other party being in breach of its obligations under any applicable laws or regulations.

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- 8.7. The Supplier and Buyer shall implement any Change Plan in accordance with its terms and the Supplier shall keep the Buyer informed of progress, and each party shall notify the other party in the event of any delays or changes to the Change Plan.
- 8.8. Notwithstanding the above, the Supplier provides the following undertakings with respect to the manufacture and supply of the Products;
- 8.8.1. the Supplier undertakes to:
- 8.8.1.1 provide a minimum of [***] written notice to the Buyer in the event that the Supplier wishes to (i) change or modify the manufacture of the Products according to the Specification which shall include a change to a production process or method (a "Change in Specification") or (ii) or the Supplier wishes to change the site of manufacture of Products; and
- 8.8.1.2 notify the Buyer as soon as reasonably practicable after the Supplier becomes aware of any changes in applicable law which are likely to affect the supply of the Products under this Agreement (including rationale, expected timings, risk assessment, price impact and any impact on business continuity);
- 8.8.2. the Supplier undertakes that in the event of (i) a Change in Specification (ii) a change in the site of manufacture of the Products or (iii) when the Supplier becomes aware of any changes in applicable law which are likely to affect the supply of Products under this Agreement, it shall use its reasonable endeavours to procure sufficient Products, with the maximum possible shelf life, to meet the Buyer's Product Forecasts for the agreed transition period from the date of such notification or such other volume as the Buyer may agree with the Supplier;
- 8.8.3. the Supplier undertakes that in the event of a change in site of manufacture of Products, upon written notice from the Buyer the Supplier shall grant the Buyer, or the Buyer's representatives, reasonable access to the new site of manufacture as soon as reasonably practicable following receipt of such notice and at any time thereafter, and in any event prior to the change, in order to ensure that it meets all regulatory requirements under applicable law. Any approval by the Buyer of a new site of manufacture shall not relieve the Supplier of any obligations under this clause 8 or this Agreement; and
- 8.8.4. the Supplier further undertakes that it shall reimburse any and all reasonable, documented and auditable direct and indirect costs incurred by the Buyer as a result of the Change in Specification or change in the site of manufacture of Products.
- 8.9. The parties agree that where the change is agreed as a result of a third party initiator (e.g. authorities or regulators making a change in requirements) the costs of complying with such change shall be borne by the party on whose activity is changed by such change in regulation (apportioned accordingly to the extent the change in regulation applies to each party), and the parties set out in Schedule Ten (10) an illustrative list of possible anticipated changes and the party bearing the costs (of both parties) for making such changes.
- 8.10. The Supplier agrees certain changes are included within the Price (and accordingly the Buyer shall not incur any additional charges in respect of such changes), including:
- 8.10.1. up to [***] artwork changes per year (or pro rata for any part thereof); and
- 8.10.2. up to [***] person-hours of Supplier's time per year (or pro rata for any part thereof) in relation to any changes, each as more fully described in Schedule Ten.
- 8.11. The Supplier shall not raise any charges for any changes outside an agreed Change Plan, nor any other charges outside of those specified in this Agreement unless otherwise agreed in writing by the Buyer.

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9. QUALITY AND RECALLS

- 9.1. The Supplier shall manufacture the Products and supply the Services strictly in accordance with:

- 9.1.1. the Specifications;
 - 9.1.2. the Technical Manual;
 - 9.1.3. the Technical Agreement;
 - 9.1.4. cGMP;
 - 9.1.5. all applicable licences, permits, registrations, authorisations, regulations and legislation in relation to controlled drugs or substances;
 - 9.1.6. all other applicable laws and regulations; and
 - 9.1.7. the terms of this Agreement.
- 9.2. Prior to commencement of the manufacture of the Products the Supplier shall satisfy itself that the know-how contained in the Technical Manual (and any other information provided by the Buyer to the Supplier) is sufficient to enable it to efficiently perform its obligations under this Agreement. If the Supplier concludes that further information is necessary it shall notify the Buyer and obtain such information prior to the commencement of manufacture. If sufficient information has not been provided to the Supplier by the Buyer in respect of a particular SKU of Product, such particular SKU shall not be subject to Key Performance Indicators while such information has not been provided.
- 9.3. If the Supplier shall become aware that any aspect of a Specification is liable to result in the manufacture of a defective Product which may lead to a liability being incurred, the Supplier shall, as soon as reasonably practicable, notify the Buyer in writing. The Supplier and the Buyer shall promptly meet to discuss and address the risk of manufacture of defective Product and if the Supplier can reasonably demonstrate that manufacture of Product in accordance with the specification would, or would likely, result in a defective product, the Supplier may, while the Supplier rectifies such risk, suspend its obligations to supply Product under this Agreement, without prejudice to any right or remedy of the Buyer, and provided that the Supplier uses all reasonable endeavours to rectify such risk as promptly as practicable.
- 9.4. Upon reasonable request by the Buyer the Supplier shall provide the production and quality records in respect of any or all of the Products.
- 9.5. The Supplier will provide the Buyer with Certificates of Analysis of all batches of the Products manufactured by it. Such certificates shall comply with, and be in the form set out in, the quality assurance requirements included in the Specifications and the Technical Manual. The Supplier shall not release the Products from its warehouse for sale until the Certificates of Analysis relating to such Products demonstrate that the Products meet the Specifications.
- 9.6. The Supplier shall establish and maintain a batch-tracking system to enable it to identify and procure the recall (if necessary) of Products which may be affected in any way by manufacturing and production problems. The Supplier shall provide details to the Buyer of its batch-tracking system upon request to do so.
- 9.7. The parties agree that, in relation to Product recalls:
- 9.7.1. The Buyer shall be responsible for any recall of a Product. The Supplier shall cooperate with the Buyer in the event of any recall and provide such reasonable assistance in connection therewith as the Buyer may reasonably request.

- 9.7.2. In the event the Buyer should be required or should voluntarily decide to initiate a recall, Product withdrawal, or field correction of any Product, the Buyer shall notify the Supplier and provide a copy of its recall letter. In conjunction with such recall, the Supplier shall provide reasonable assistance in any investigation reasonably required to determine the cause and extent of the problem causing the recall.
- 9.7.3. In the event that the Supplier independently believes that a recall, Product withdrawal, or field correction of a Product may be necessary or appropriate, the Supplier shall notify the Buyer and reasonably cooperate with the Buyer concerning the necessity and nature of such action.
- 9.7.4. All coordination of any recall or field correction activities involving a Product shall be handled by the Buyer whether or not such action was initiated by the Buyer.
- 9.7.5. Subject to clause 9.7.7, in the event that any Product is recalled as a result of a the breach of this Agreement by or negligent or intentionally wrongful act of, the Supplier or its representatives (including without limitation the supply by the Supplier of Product that does not conform to the requirements of this clause 9), then the Supplier shall bear all of the costs and expenses of such recall, including, without limitation, expenses related to communications and meetings with all required regulatory agencies, expenses of replacement stock, the cost of notifying customers and costs associated with shipment of recalled Product from customers and shipment of an equal amount of replacement Product to those same customers.
- 9.7.6. Subject to clause 9.7.7, in the event that any Product is recalled for any other reason other than that specified in clause 9.7.5, then the Buyer shall bear all of the costs and expenses of such recall, including without limitation expenses related to communications and meetings with all required regulatory agencies, expenses of replacement stock, the costs of notifying customers and costs associated with shipment of recalled Product from customers and shipment of an equal amount of replacement Product to those same customers.
- 9.7.7. To the extent that the reason for any recall of Products hereunder is in part caused by the Supplier and in part caused by the Buyer, then the costs and expenses shall be allocated in an equitable manner between the parties. For avoidance of doubt, neither party shall be liable for any indirect or consequential loss in relation to the Product recall.
- 9.7.8. If the parties disagree on who shall bear the costs and expenses of a Product recall under this Clause 9.7, the parties shall use the dispute resolution process as set out in clause 20 to determine the allocation of such costs and expenses.

9.7.9. The Buyer will inform the Supplier of any product manufacturing complaints they are aware of. The Supplier shall investigate the issues promptly and provide a written report to the Buyer.

9.7.10. If the Supplier becomes aware of any Product complaints it will promptly notify the buyer and provide reasonable assistance in investigating such complaints.

10. WARRANTIES

10.1. The Supplier hereby warrants that:

10.1.1. any Products manufactured pursuant to this Agreement shall comply with all provisions as to quality set out in clause 9 hereof;

10.1.2. it will not be negligent in the manufacture of the Products or in the supply of Services;

10.1.3. the Products manufactured pursuant to this Agreement will:

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10.1.3.1 be free from all defects obvious on visual inspection of the Product;

10.1.3.2 be fit for their purpose and of satisfactory quality;

10.1.3.3 comply with all applicable statutes and regulations relating to the Products;

10.1.3.4 conform in all respects with the Specifications and the Technical Manual;

10.1.4. any Services supplied by the Supplier or its subcontractors or agents will be supplied:

10.1.4.1 by appropriately qualified and trained personnel; and

10.1.4.2 with reasonable care and diligence.

10.1.5. so far as the Supplier is aware the manufacture of the Products and the supply of the Services will not infringe any third party rights.

10.2. The Supplier further warrants that:

10.2.1. it will meet all Orders from the Buyer for the Product; and

10.2.2. it will supply the Products in accordance with Clause 5.

10.3. The Buyer warrants that any supply of APIs provided by the Buyer to the Supplier in accordance with the terms of this Agreement shall comply with the API Specification.

10.4. Each of the Supplier and the Buyer warrants that:

10.4.1. it is duly incorporated and organised and is validly existing under the laws of its jurisdiction of incorporation and has the corporate power and authority to own its assets and to conduct its businesses and to perform its obligations hereunder;

10.4.2. the execution and delivery of this Agreement by it and the completion by it of the obligations contemplated herein, do not and will not result in the breach of, or violate any term or provision of, its articles or by-laws;

10.4.3. it is not subject to any outstanding injunction, judgement or order of any governmental authority which would prevent or materially delay the transactions contemplated by this Agreement; there are no civil, criminal or administrative claims, actions, suits, demands, proceedings, hearings or investigations pending or, to the Supplier's knowledge, threatened at law, in equity or otherwise, in, before, or by, any governmental authority which (if successful) would prevent or materially delay the Supplier's compliance with the provisions of this Agreement;

10.4.4. no dissolution, winding up, bankruptcy, liquidation or similar proceeding has been commenced, or is pending or proposed, in respect of it;

10.4.5. the execution and delivery of this Agreement and the completion of the obligations contemplated herein have been duly approved by appropriate persons within its organisation and this Agreement constitutes legal, valid and binding obligations of the Supplier enforceable against it in accordance with its terms; and

10.4.6. it or its Affiliates has taken or will take all action as may be required or necessary to obtain and maintain, comply and keep current any governmental licences, permits, approvals and/or registrations that are necessary for the Supplier and/or its Affiliates to manufacture and/or supply the Products and Services and to carry out and perform its obligations under this Agreement.

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10.5. Without prejudice to any other remedy (and the Buyer's rights generally under this Agreement) if any Services are not supplied or performed in accordance with this Agreement, then the Buyer at its sole option shall be entitled to require the Supplier at Supplier's cost within such reasonable time as is required by the Buyer in writing to supply replacement Services conforming with this Agreement.

11. INDEMNITY

- 11.1. On the terms and subject to the conditions of this clause 11, the Buyer shall defend, indemnify and hold harmless the Supplier, its Affiliates and their respective officers, directors, employees and agents (collectively, "Supplier Indemnitees"), from and against any and all liabilities, damages, losses, costs, taxes, expenses (including reasonable legal fees and other expenses of litigation and arbitration), claims, demands, suits, penalties, judgments or administrative and judicial orders (collectively, "Losses") relating to any Proceeding to the extent arising out of or resulting from (i) any negligent act or omission of the Buyer or its Affiliates, or any of their respective officers, directors, employees or agents in connection with the performance of this Agreement; or (ii) any breach by the Buyer or its Affiliates of any of its representations, warranties or obligations contained in this Agreement; in each case (i) and (ii), except for those Losses for which the Supplier has an obligation to indemnify a Buyer Indemnatee pursuant to clause 11.2, as to which Losses each party shall indemnify the other to the extent of their respective liability for such Losses.
- 11.2. On the terms and subject to the conditions of this clause 11, the Supplier shall defend, indemnify and hold harmless the Buyer, its Affiliates, and their respective officers, directors, employees and agents (collectively, "Buyer Indemnitees"), from and against any and all Losses relating to any Proceeding to the extent arising out of or resulting from (i) any negligent act or omission of the Supplier, its Affiliates, its contract manufacturers or Raw Material suppliers (other than the Buyer), or any of their respective officers, directors, employees or agents in connection with the performance of this Agreement; or (ii) any breach by the Supplier or its Affiliates of any of its representations, warranties or obligations contained in this Agreement; in each case (i) and (ii), except for those Losses for which the Buyer has an obligation to indemnify a Supplier Indemnatee pursuant to clause 11.1, as to which Losses each party shall indemnify the other to the extent of their respective liability for such Losses.
- 11.3. Each party shall take out and maintain in full force and effect sufficient insurance (which shall be no less than [***] in respect of each and every claim or series of claims arising from the same incident) to cover such liabilities as it may incur by virtue of this Agreement or by reason of the manufacture and supply of the Products including, without limitation, in respect of product liability claims. The existence of such insurance shall not be construed as a limitation of the Supplier's liability hereunder and shall not affect the liability of the Buyer hereunder which shall be limited to payment for any Products which are the subject matter of any Orders and which have been supplied by the Supplier in accordance with the provisions of this Agreement. The Supplier shall ensure that the Buyer's interest is noted on such policy and, at the request of the Buyer, produce for inspection by the Buyer a valid certificate of insurance in respect of such insurance cover and the receipt for the then current premium.
- 11.4. Each party shall promptly notify the other of claims likely to be made by such party under the terms of this Agreement, and shall promptly exchange any relevant documents and records within its possession or control, save for any documents or records which are the subject of legal or professional privilege, for the purpose of investigating such claim. Each party shall consult the other party prior to making any settlement of a third party claim or action.
- 11.5. Nothing in clause 11 shall operate to limit or exclude any liability for death or personal injury caused by either party's (or their agent's or subcontractor's) act or omission or negligence or for fraud.

12. TITLE AND RISK

- 12.1. Title to the Products shall pass to the Buyer upon delivery to the DAP (Incoterms 2000) Point.

- 12.2. The Products shall be at the Supplier's risk until they are delivered to an authorised representative of the Buyer at the Delivery Point. The Supplier shall fully insure the Products for so long as they remain at the Supplier's risk.

13. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

- 13.1. Each party acknowledges that the Confidential Information may be disclosed to it by the other party (or its Affiliates) in connection with the Products this Agreement and potentially in connection with other possible contract manufacturing. The recipient party shall keep such information strictly confidential (both during the subsistence and after the termination or expiry of this Agreement), shall not disclose it to any third party (including an Affiliate) and shall only disclose it to those of its employees who need to know it for the purposes of this Agreement and who have agreed to be bound by similar duties of confidentiality as the recipient party. In particular, and without limiting the foregoing, the Supplier shall not disclose to any third party (including an Affiliate) or use for any other purpose any information contained in the Specifications or the Technical Manual.
- 13.2. The Supplier agrees to use the Confidential Information of the Buyer or its Affiliates only for the purpose of manufacturing and supplying the Products for the Buyer or its Affiliates on the terms of this Agreement and for no other purpose or for its or any third party's benefit.
- 13.3. The restrictions in clauses 13.1 and 13.2 shall not apply to any Confidential Information to the extent that such Confidential Information:
- 13.3.1. is or becomes public knowledge through no fault of the receiving party;
 - 13.3.2. is required to be disclosed by applicable laws or order of the court or other competent authority; or
 - 13.3.3. is disclosed in confidence to professional advisers, auditors, insurers and bankers.
- 13.4. The Buyer or as the case may be any Affiliate of the Buyer retains the ownership of all rights (including without limitation Intellectual Property Rights) in the Product formulation for the duration of and at any time after the termination of this Agreement. For the avoidance of doubt, this information constitutes Confidential Information of the Buyer.
- 13.5. All copyright and other Intellectual Property Rights in any artwork and origination work supplied by the Buyer or its nominee for the labelling, packaging and, where applicable, package inserts for the Products is and shall remain the property of the Buyer or its nominee absolutely. The Supplier shall not supply or manufacture any such packaging or other components or finished Products or confusingly similar packaging or products other than to the Buyer or as it may direct.

- 13.6. If during the term of this Agreement the Supplier (or any agent or authorised sub contractor of it) develops or creates (whether with or without others) any Arising Product Intellectual Property Rights, the Supplier shall promptly disclose any such Arising Product Intellectual Property Rights to the Buyer and shall promptly upon request by the Buyer assign the entire right, title and interest to any and all such Arising Product Intellectual Property Rights to the Buyer or any of its Affiliates with full title guarantee for a nominal consideration.

Subject to the foregoing, the Supplier shall own all Arising Supplier Intellectual Property Rights the Supplier (or any agent or authorised sub-contractor of it) develops or creates (with or without others (excluding the Buyer)). The Buyer shall own all Arising Product Intellectual Property Rights the Buyer (or any agent or authorised sub-contractor of it) develops or creates (with or without others). All Existing Intellectual Property Rights are and shall remain the exclusive property of the party owning them (or, where applicable, the third party from whom its right to use the Existing Intellectual Property Rights has derived).

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- 13.7. During the term of this Agreement, the Supplier shall not assign or license any of the Supplier's Existing Intellectual Property Rights to other parties for use in relation to the Products or similar to the Products ("the Product Field").
- 13.8. During the term of this Agreement, and whether in isolation or for or with others, the Supplier shall not carry out research or research and development work in the Product Field which is other than pursuant to this Agreement.
- 13.9. To the extent that the Buyer requires a licence from the Supplier of any of the (i) Supplier's Existing Intellectual Property Rights (excluding any trade marks and rights in passing off) owned or controlled by the Supplier or any of its Affiliates and/or (ii) Arising Supplier Intellectual Property Rights, in each case which are used by the Supplier in the then-current manufacturing process, for the purposes of the Technical Transfer and the related manufacture and commercialisation of Products, the Supplier hereby grants (and shall procure that its Affiliates grant) to the Buyer (to the extent permitted) a non-exclusive irrevocable, perpetual, world-wide, royalty-free, transferable and sub-licensable licence in respect thereof. For the avoidance of doubt, this licence shall survive the termination or expiry of this Agreement.
- 13.10. To the extent that the Supplier requires a licence from the Buyer of any of the (i) Buyer's Existing Intellectual Property Rights owned by the Buyer or any of its Affiliates and/or (ii) Arising Product Intellectual Property Rights, in each case in order to perform its obligations under this Agreement, the Buyer hereby grants (and shall procure the grant) to the Supplier for the duration of this Agreement a non-exclusive irrevocable, royalty-free, non-transferable and non-sublicensable licence in respect thereof, exercisable only at the Manufacturing Site.
- 13.11. In the event that the Supplier shall decide that it no longer wishes to prosecute or maintain any registered protection for any of the Supplier's Existing Intellectual Property Rights (excluding any trade marks and rights in passing off) in relation to the Product Field for any country it shall notify the Buyer in writing (and in any event at least 90 days before the date upon which any payment or step would be required to be taken to continue prosecuting or maintaining any such protection). If within 60 days of receipt of such notice from the Supplier, the Buyer indicates to the Supplier that it wishes to take an assignment of such Existing Intellectual Property Rights, it shall so notify the Supplier who immediately shall assign, with full title guarantee, the entire right, title and interest to such Existing Intellectual Property Rights to the Buyer for a nominal consideration. For the avoidance of doubt, this includes any registered protection which the company is entitled to claim priority from an earlier application at the end of the Paris Convention priority period.
- 13.12. During the term of this Agreement and upon their knowledge of the occurrence of (i) any infringement or suspected or threatened infringement of any of the Arising Product Intellectual Property Rights, Arising Supplier Intellectual Property Rights or Existing Intellectual Property Rights, or (ii) any proceedings or suspected or threatened proceedings for the revocation or involving the validity of any such Intellectual Property Rights, the party with this knowledge shall notify the other and provide all details within their knowledge with respect to the same and thereafter the parties will assist each other in taking such steps as either party may reasonably consider to be appropriate at the expense of the party that considers such steps to be appropriate.
- 13.13. For any Existing Intellectual Property Rights and any Arising Product Intellectual Property Rights or Arising Supplier Intellectual Property Rights, in each case owned by or to be owned by the Buyer or Supplier (as applicable), the Buyer or Supplier shall provide all necessary assistance, required by the other party to complete the registration of such rights with the competent authorities in anywhere designated by the Buyer or Supplier (as applicable) (subject to the designating party bearing the reasonable costs and expenses incurred by the other party in respect of such assistance).
- 13.14. For the purpose of protecting the Existing Intellectual Property Rights, the Arising Product Intellectual Property Rights or Arising Supplier Intellectual Property Rights each party shall also procure that its Affiliates shall comply with clauses 13.12, 13.13 and this clause 13.14.

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- 13.15. Without prejudice to a party's right to challenge the validity of any registrations of Intellectual Property Rights owned by the other party, each party undertakes that it shall not at any time during the continuance of this Agreement do or suffer to be done any act or thing which would impair the rights of the other party in its Intellectual Property Rights relevant to this Agreement and further undertakes that it shall not represent that it has any title to or right of ownership in such Intellectual Property Rights of the other party.
- 13.16. The Supplier shall at the request of the Buyer (and at the Buyer's cost) execute such registered user agreement in respect of the use of the trade marks of the Buyer or its Affiliates as the Buyer may reasonably require.

14. EXCLUSIVITY

Exclusivity of supply

- 14.1. The parties agree that the Buyer's obligations to purchase Products exclusively from the Supplier as set out under this Agreement shall, in circumstances where a party provides the other with written notice to terminate this Agreement pursuant to the provisions of clause 2, be modified as

follows:

- 14.1.1. in the event the Buyer serves written notice of termination on the Supplier, during the [***] prior to termination the Buyer shall be entitled to transfer [***] per cent ([***]%) of its demand (by volume) over such [***] period to a third party; and
- 14.1.2. in the event the Supplier serves written notice of termination on the Buyer, during the [***] years prior to termination the Buyer shall be entitled to transfer [***] per cent ([***]%) of its demand (by volume) over such [***] period to a third party.

The parties agree that under this clause 14.1, in order to enable the Buyer to identify and utilise an alternative manufacturer, the Supplier shall, on the Buyer's request and at the Buyer's cost, promptly and efficiently undertake a Technical Transfer to a third party identified by the Buyer as an alternative source of manufacture of the Products.

- 14.2. If the Buyer transfers [***] per cent ([***]%) of its demand (by volume) to a third party in accordance with clause 14.4.1, the parties agree that the Supplier may review and adjust the Price in accordance with the formulae set out in Schedule One.

- 14.3. If, other than to the extent caused by the Buyer's breach of its obligations under this Agreement:

- 14.3.1. the Supplier's OTIF performance decreases such that it falls below the Emergency Trigger Level at any time, without prejudice to any other right or remedy of the Buyer, whether hereunder or at law, the Supplier shall use all reasonable endeavours to improve performance such that its OTIF performance returns to the Target OTIF Level, which endeavours shall include without limitation (a) allocation of any resource required (including people and/or funds) so as to return to the Target OTIF Level (including the allocation of additional, appropriately qualified, permanent and temporary staff and/or putting on additional shifts); and (b) at the Buyer's request, rapid approval of a new supplier of Raw Materials (as applicable);
- 14.3.2. the Supplier's OTIF performance falls below the Emergency Trigger Level over any four (4) consecutive weeks or any ten (10) weeks in any rolling twelve (12) months period or the Supplier is aware of circumstances that will result in the same (a "Material OTIF Failure") the parties agree, without prejudice to any other right or remedy of the Buyer, whether hereunder or at law:

14.3.2.1 the Supplier shall

- (A) submit a draft rectification plan to the Buyer as soon as possible and in any event within five Business Days (or such other period as may

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be agreed between the parties), which draft rectification plan shall set out (1) full details of the Material OTIF Failure, including an analysis of the cause; and (2) the steps which the Supplier proposes to take (using all reasonable endeavours) to rectify the Material OTIF Failure and/or to prevent the Material OTIF Failure from continuing or recurring (as applicable), including timescales for such steps and for the rectification of the Material OTIF Failure; and

- (B) provide to the Buyer any further documentation that the Buyer reasonably requires to assess the analysis of the cause and viability of the proposed rectification or preventative steps;

- 14.3.2.2 the Buyer shall notify the Supplier whether it consents to the draft rectification plan as soon as reasonably practicable. If the Buyer consents to the draft rectification plan (such draft then being the "Rectification Plan"), the Supplier shall immediately commence the actions set out in the Rectification Plan;

- 14.3.2.3 if (i) the Buyer, acting reasonably, does not consent to the draft rectification plan within five Business Days of receipt of the draft rectification plan; (ii) the Supplier has not submitted a draft rectification plan in accordance with clause 14.3.2.1 above or (iii) the Material OTIF Failure has not been cured or remedied in accordance with the Buyer's reasonably expected progress of an agreed Rectification Plan, then either party may serve notice to escalate this matter in accordance with clause 20.1 (such notice being an Escalation Notice for purpose of clause 20.1) and clause 20 shall apply save that the parties agree:

- (A) the 14 (fourteen) day period in clause 20.1.1 shall be reduced to five (5) days;
- (B) the 14 (fourteen) day period in clause 20.1.2 shall be reduced to five (5) days;
- (C) in the event that the matter is not resolved by the parties in accordance with clause 20.1.2 (as amended by item ii. above) the issue shall be referred to (1) the Supplier's CEO on the one hand, and (2) the Buyer's CEO on the other hand, who shall meet and seek to resolve such issue within 10 (ten) days of such matter being referred to them (or within such longer period as the parties may agree in writing prior to the expiration of the initial 10 (ten)-day period); and
- (D) in the event that the matter is not resolved by the parties under item iii. above within such 10 (ten)-day period (or longer period as agreed between the parties under item iii. above) the Buyer may, without prejudice to any other right or remedy whether hereunder or at law, exercise its rights under clause 14.3.2.4 below; and

- 14.3.2.4 in the event that (i) the matter is not resolved via escalation under and in accordance with clause 14.3.2.3 above, or (ii) the Supplier does not return the OTIF performance level to the Target OTIF Level by performing the steps set out in the Rectification Plan within the time period set out in that Rectification Plan, the Buyer may, without prejudice to any other right or remedy whether hereunder or at law, give notice to the Supplier (a) of such failure and (b) that the Buyer's obligations to purchase Products exclusively from the Supplier as set out under this Agreement shall no longer apply. The Supplier shall, on the Buyer's request promptly and efficiently undertake and complete a Technical Transfer to the Transferee to enable the Transferee to establish and conduct cGMP manufacture of the

Products, as such Technical Transfer is described in more detail in clause 14.4.

14.4. The parties agree that a Technical Transfer includes, without limitation:

- 14.4.1. making available to the Transferee all know-how relating to the then-current manufacturing process in respect of the Products and all documentation constituting material support, performance advice, standard operating procedures, specifications as to Raw Materials and control methods that are necessary to enable the Transferee to use and practice such manufacturing process (including, for the avoidance of doubt, without limitation, in order to achieve and maintain regulatory approvals);
- 14.4.2. causing an appropriate number of employees and/or representatives of the Supplier to meet with employees or representatives of the Transferee, at the Buyer's sole cost and expense as to reasonable costs and expenses, properly incurred (or, if the Technical Transfer is pursuant to clause 14.3, then at the Supplier's sole cost and expense), at both the manufacturing facility of the Supplier and the manufacturing facility of the Transferee, at mutually convenient times, to assist with the working up and use of such manufacturing process and with the training of such Transferee personnel to the extent necessary or useful to enable the Transferee to use and practise such manufacturing process;
- 14.4.3. without limiting the generality of clause 14.5.2, causing an appropriate number of analytical and quality control laboratory employees and representatives of the Supplier to meet with employees or representatives of the Transferee, at the Buyer's sole cost and expense as to reasonable costs and expenses, properly incurred, at both the manufacturing facility of the Supplier and the manufacturing facility of the Transferee and make available all necessary equipment, at mutually convenient times, to support and execute the transfer of all applicable analytical methods and the validation thereof;
- 14.4.4. without limiting the generality of the preceding clauses, support for analytical method transfers I establishment of pharmacopieal methods (a collaborative inter-laboratory transfer of the analytical test methods required for the Product); equipment qualification and validation (of alternative supplier's equipment); cleaning validation (the provision of validated cleaning lest method that is fit for purpose); engineering batch manufacture and validation (assisting alternative supplier as required to manufacture and validate such batches); registration stability I process validation batches (assist as required in the manufacture of full commercial scale batches, enabling the Buyer to generate stability data to be submitted as part of regulatory filing for the Product) and secondary packaging process validations (assisting as needed to ensure secondary packaging is performed according to validated processes and settings);
- 14.4.5. and provide such other assistance as the Transferee may reasonably request, at the Buyer's sole cost and expense as to reasonable costs and expenses, properly incurred, to enable the Transferee to use and practice such manufacturing process and otherwise to manufacture the Products and in order to achieve successful technology transfer, as notified by the Buyer to the Supplier. For the purpose of this clause, successful technology transfer shall have taken place once the Transferee has produced three (3) commercial scale batches of the Product (or such greater number of batches as may then be required by cGMP or by the FDA or EMA to conclude that the practice of the then-current manufacturing process by the Transferee to manufacture the Product is validated) that conform to the Specification and at yields substantially comparable to the yields obtained by the Supplier.

Exclusive uses of manufacturing lines

14.5. The parties agree that the manufacturing and packaging lines used for the manufacture of the products will:

- 14.5.1. be exclusively used for, and dedicated to, the production of the Products for the Buyer (unless otherwise agreed by the Buyer following the Supplier's written request for alternative use);
- 14.5.2. be physically separated from areas of manufacture of any products other than the Products; and
- 14.5.3. not be transferred from existing locations without the Buyer's prior written consent, such consent not to be unreasonably withheld following the Supplier's written request for such consent detailing reasons and impact of such transfer.

15. TERMINATION

- 15.1. This Agreement may be terminated at any time upon either party giving to the other thirty (30) days' notice in writing if the other party commits a material breach of the terms of this Agreement and (where such breach is capable of remedy) fails to remedy such breach within thirty (30) days of receiving written notice from the other party specifying the breach and requiring its remedy.
- 15.2. This Agreement may be terminated by either party immediately on written notice to the other, if;
 - 15.2.1. the other party shall go into liquidation whether voluntary or compulsory or is dissolved or becomes insolvent or if a petition shall be presented or an order made for the appointment of an administrator or if a receiver, administrative receiver or manager shall be appointed over any part of its assets or undertaking which appointment is not dismissed within thirty (30) days of having been made, or
 - 15.2.2. any distress, execution, sequestration or other process is levied or enforced upon or sued out against the property of the other party which is not discharged within thirty (30) days, or
 - 15.2.3. the other is unable to pay its debts in the normal course of business.

- 15.3. Without prejudice to any other remedy (and the Buyer's rights generally under this Agreement) if and to the extent that the Supplier does not (i) supply or deliver the Products in accordance with the terms of the relevant Order or (ii) comply with (a) the relevant Order Requirements or (b) a request for Services under clause 7.4, then, unless and to the extent such failure is caused by the Buyer's breach of this Agreement, the Buyer at its sole option shall be entitled to treat such failure as a material breach in which case clause 15.1 shall apply. If, following the remedial period as set out in clause 15.1, such material breach has not been remedied, the Supplier shall forthwith repay the Price (or any part of the Price) the Buyer has paid for such Products or Services to the Buyer and return any Tooling owned by the Buyer or any of its Affiliates which are located at the Supplier's premises to the Buyer.
- 15.4. Within 5 Business Days of this Agreement terminating for any reason, the Buyer shall have the option by serving written notice on the Supplier to acquire any Tooling used exclusively for the Products which it does not own, the consideration for which shall be an amount equal to the original purchase price for that Tooling paid by the Supplier less any amounts paid by the Buyer to the Supplier in respect of amortisation in respect of that Tooling. If the Buyer does not serve such notice the Supplier may elect, at its sole discretion to either (i) retain ownership of the Tooling; or (ii) by serving written notice on the Buyer within ten (10) Business Days of such termination, require the Buyer to take ownership and delivery of the Tooling for no consideration.

16. CONSEQUENCES OF TERMINATION

- 16.1. Upon termination or expiry of this Agreement for whatever reason:

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- 16.1.1. the Supplier shall at the request of the Buyer, use its reasonable endeavours to novate those contracts that provide for the supply of all Raw Materials exclusively used in the production of the Products to the Buyer, or as the Buyer may direct and to meet any reasonable request from any competent authority and the Buyer required to transfer production or any registrations or licences or approvals to the Buyer, its Affiliates or any third party approved in writing by the Buyer. The parties shall discuss in good faith and attempt to agree as expeditiously as possible a mutually acceptable course of action with respect to any contracts that provide for the supply of Raw Materials that are used both in the production of the Products and products of the Supplier;
- 16.1.2. the Supplier shall at the request of the Buyer release and make available for immediate collection by or on behalf of the Buyer (i) all finished Products at the Prices set out in Schedule One (ii) all API the Supplier has in stock and (iii) all Raw Materials attributable to the Products which the Supplier has in stock at cost price;
- 16.1.3. the Supplier shall at the request of the Buyer promptly and efficiently undertake and complete a Technical Transfer to the Transferee to enable the Transferee to establish and conduct cGMP manufacture of the Products;
- 16.1.4. each party shall promptly procure the delivery to the other party of, or destroy, all copies in its possession of all Confidential Information of the other party which is in documentary or other tangible form (including all copies thereof) and which has been disclosed to it together with all material relating to that Confidential Information prepared by, or on behalf of, it (save to the extent that first party is required by applicable law to maintain a copy of such information or as required by the first party to exercise any rights and licences that survive termination or expiry, including in the case of the Buyer to manufacture and commercialise Products following Technical Transfer in accordance with this Agreement) and, at the other party's request, undertake to the other party in writing that it has complied with the provisions of this clause 16; and
- 16.1.5. the Supplier shall promptly collect, pack and make ready for delivery to the Buyer all Tooling, and follow all reasonable directions of the Buyer with respect to the disposition of such Tooling. In the event that the Buyer has not achieved the Purchase Terms with respect to any items of Tooling as of the termination of this Agreement, the Buyer shall pay the Supplier the unamortised portion of the purchase price thereof within thirty (30) days following the termination date, and the Supplier shall take such actions as the Buyer may reasonably request to confirm the Buyer's exclusive right, title and interest therein promptly following receipt of such payment, including tendering such Tooling for shipment in accordance with this clause.

17. ASSIGNMENT AND THIRD PARTY RIGHTS

- 17.1. Save as provided in clause 17.2 neither the benefit nor the obligations of this Agreement or of any provision of it may be assigned or transferred by either party without the prior written consent of the other.
- 17.2. The benefit subject to the obligations of this Agreement shall be assignable by the Buyer to any Affiliate of the Buyer or to the purchaser of all or a substantial part of the business of the Buyer (or any other Affiliate of the Buyer) and in the event of such assignment, the Buyer shall with effect from such assignment be released from its obligations hereunder and all references in this Agreement to the Buyer shall be deemed to include its assigns.
- 17.3. Any Affiliate of the Buyer may place orders under this Agreement (which orders shall be placed through one or more nominated contact points as agreed between the parties from time to time) and may accordingly in their own right enforce the provisions of this Agreement, as though it were the Buyer, provided that (a) each Affiliate of the Buyer that places an order shall by doing so be deemed to have assumed the Buyer's obligations under this Agreement,

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and (b) the Buyer shall remain obligated for the performance of all of the obligations of the Buyer and Affiliate of the Buyer arising from this paragraph.

- 17.4. The Buyer, or as the case may be any Affiliate of the Buyer, may upon written notice require that the Supplier deliver the Products from any order (in whole or part) to the place of business of the Buyer or any agent or sub-contractor of the Buyer or as the case may be any Affiliate of the Buyer

provided however that such place of delivery is in the UK and that such notice(s) shall not affect the Buyer's obligations hereunder and such notice shall not be deemed to be any assignment of the benefits or obligations of the Buyer hereunder. The Supplier may charge the Buyer (on a pass-through basis) for any reasonable additional costs properly incurred by the Supplier as a direct result of a change of delivery destination.

18. FORCE MAJEURE

- 18.1. If either party (the "Affected Party") is prevented or delayed in the performance of any of its obligations under this Agreement as a result of civil commotion, embargo, governmental legislation or regulation, riot, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster or other event beyond the reasonable control of a party that has not occurred as a result of its negligence or other act or omission and which was not reasonably foreseeable ("Force Majeure Event"), it shall notify the other party, in writing, of the same as soon as practicable, fully detailing the background to, and all relevant matters connected with, such Force Majeure Event, together with such evidence thereof that it reasonably can give and specifying the period for which such prevention or delay can reasonably be expected to continue. The Affected Party shall use its reasonable endeavours to remove or overcome such Force Majeure Event as quickly as possible and shall also use its reasonable endeavours to mitigate the impact of such Force Majeure Event of the other party. Subject to clause 18.2, if the Affected Party has fully complied with its obligations under this clause 18.1, it shall be excused from performance of its unfulfilled obligations under this Agreement from the date of such notice until such Force Majeure Event no longer pertains.
- 18.2. If a Force Majeure Event prevents performance by the Affected Party of any obligations hereunder for a continuous period in excess of eight (8) weeks, the other party shall be entitled to terminate this Agreement by written notice at any time after such 8 week period provided the relevant Force Majeure Event remains subsisting at the time such notice is given.

19. BUSINESS CONTINUITY PLAN

- 19.1. The parties acknowledge that the regulatory requirements and associated timescales involved in switching manufacture of the Products to an alternative supplier are significant and as such the Supplier's business continuity plan shall focus on risk I minimisation and mitigation to maintain the Supplier as the manufacturer of the Products. Within three (3) months of start of production or thirty (30) days of the Buyer's request, whichever is the sooner, the Supplier will provide the Buyer with a detailed, written business interruption and recovery plan, including business impact and risk assessment, crisis management, information technology disaster recovery, and business continuity (including plans to source Raw Materials and how a Technology Transfer would be performed in the event of an emergency) (the "BCP Plan").
- 19.2. The Supplier will update the BCP Plan annually and provide a copy to the Buyer on 31 July each year demonstrating risk mitigation against the previous year. Such BCP Plan shall be discussed as part of the annual review set out in clause 7.1 above and the Supplier agrees to adhere to the BCP Plan, including any modifications or changes mutually agreed between the parties.
- 19.3. The Supplier will notify the Buyer in writing within twenty-four (24) hours of any activation of the BCP Plan.
- 19.4. Subject to clause 18, the Supplier agrees that in the event that the BCP Plan is activated and during such activation the Buyer, acting reasonably, concludes that the Supplier is not able to

fulfil its obligations under this Agreement and the Products will go out of stock in markets, on the Buyer's request the Supplier will perform, at the Buyer's cost (as to reasonable expenses properly incurred), an emergency Technology Transfer to a third party identified by the Buyer as an alternative source of manufacture of the Products and the Buyer's obligations to purchase Products exclusively from the Supplier as set out under this Agreement shall cease to apply.

- 19.5. If the Supplier's ability to supply the Products to its customers becomes limited due to a Force Majeure Event, or otherwise limited due to circumstances not foreseen by this Agreement, such that the Supplier is making allocations of Raw Materials (other than Raw Materials supplied by the Buyer (if any), which may not be allocated) on a pro rata basis between Products and products of third party customers to its customers, the Supplier undertakes that it shall nevertheless use all reasonable endeavours to supply the Buyer with its requirement of Raw Materials (or such other pro rata volume as is agreed with the Buyer) as evidenced by any unfulfilled Order and in accordance with the terms of this Agreement.

20. DISPUTE RESOLUTION

- 20.1. Prior to the beginning of any arbitration process the parties hereby undertake to attempt to resolve any dispute arising under or in relation to this Agreement by way of negotiation between senior executives of the parties who have authority to settle such dispute, subject to the Buyer's rights under clause 14.3. In furtherance of the foregoing, any party shall initiate the negotiation by way of a notice (an "Escalation Notice") demanding an in-person meeting or telephone conference involving representatives of the parties at a senior level of management of the parties.
- 20.1.1. A copy of any Escalation Notice shall be given to, as a first stage (i) the Supplier's SVP Health Supply on the one hand, and (ii) the Buyer's Supply Director on the other, who shall meet and seek to resolve such issue within fourteen (14) days of such matter being referred to them (or within such longer period as the parties may agree in writing prior to the expiration of the initial fourteen (14) day period), and if the matter is not resolved between these parties within such fourteen (14) day period either of the representatives of such party may refer the matter to the second stage escalation as set out below.
- 20.1.2. As a second stage escalation, the matter shall be referred to (i) the Supplier's EVP Global Supply on the one hand, and (ii) the Buyer's Group Finance Director on the other hand, who shall meet and seek to resolve such issue within fourteen (14) days of such matter being referred to them (or within such longer period as the parties may agree in writing prior to the expiration of the initial fourteen (14) days period).
- 20.1.3. In the event agreement cannot be reached in accordance with clauses 20.1.1 and 20.1.2, or clause 14.3 (as applicable) the dispute will be subject to arbitration as described in clauses 20.3 and 20.6.

- 20.2. The costs of the arbitration shall be fixed by the arbitral tribunal and shall be borne by the unsuccessful party, unless the arbitral tribunal, in its discretion, determines a different apportionment, taking all relevant circumstances into account. The costs of arbitration include: (i) the fees and disbursements of the arbitrator, (ii) the reasonable fees, travel and other expenses of expert witnesses, and (iii) the costs of legal representation and assistance, to the extent that the arbitral tribunal determines that the amount of such costs is reasonable.
- 20.3. The arbitral tribunal shall endeavour to issue its award within sixty (60) days of the last hearing of the substantive issues in dispute between the parties; however, the arbitral tribunal shall not lose jurisdiction if it fails to respect this timescale. The arbitral award shall be final and binding.
- 20.4. Neither the parties (including their auditors and insurers) nor their counsel and any person necessary to the conduct of the arbitration nor the arbitrators shall disclose the existence, content, (including submissions and any evidence documents presented or exchanged), or

results of any arbitration hereunder without the prior written consent of the parties, except as required by law or the applicable rules of a stock exchange.

- 20.5. The existence of a dispute with respect to this Agreement between the parties shall not relieve either party from performance of its obligations under this Agreement that are not the subject of such dispute.
- 20.6. This Agreement shall be governed by and construed in accordance with the laws of England and Wales, save as to conflict of law provisions. If any dispute is not resolved in accordance with clause 20.1, the matter shall then be referred to arbitration to be conducted under the auspices of the London Court of International Arbitration. Proceedings will be heard by a single arbitrator and held in London in English and subject to the Arbitration Act 1996.

21. CODE OF CONDUCT

- 21.1. The Supplier shall comply with the Buyers Code of Conduct referred to in Schedule Eight hereto and shall otherwise comply with all applicable national legal requirements, customs, and accepted international standards pertaining to employment and manufacturing.

22. MISCELLANEOUS

- 22.1. If there is any inconsistency between the terms and conditions set out in this Agreement and the terms and conditions set out in any quotation, order, acknowledgement or invoice, the terms and conditions of this Agreement shall prevail to the extent of the inconsistency.
- 22.2. If there is any inconsistency between the terms and conditions set out in this Agreement and the terms and conditions set out in the Technical Agreement with respect to quality-related activities, including, without limitation, compliance with cGMP, the terms and conditions of the Technical Agreement shall prevail to the extent of the inconsistency. If there is any inconsistency between the terms and conditions set out in this Agreement and the terms and conditions set out in the Technical Agreement with respect to commercial matters, including, without limitation, allocation of risk, liability and financial responsibility, the provisions of this Agreement shall prevail to the extent of the inconsistency.
- 22.3. This Agreement, the Specification or any Order may only be amended, modified or varied by the parties by an instrument in writing signed on behalf of each of the parties.
- 22.4. The waiver by either party of any right under this Agreement or of any failure to perform or breach hereof by the other party shall not constitute or be deemed to be a waiver of any other or future right hereunder or of any other failure to perform or breach hereof by such other party, whether of a similar or dissimilar nature.
- 22.5. All notices, consents, approvals or other communications hereunder shall be in writing and shall be delivered personally or by registered or certified mail, postage prepaid, or sent by fax, addressed to the authorised personnel at relevant party and at such address as each party shall from time to time notify to the other in writing. Any such notice, consent, approval and other communication shall be deemed given, in the case of personal delivery, on the date of delivery, in the case of mailing, on the fifth day following its deposit in the mail and in the case of a fax, on the next business day after the day of transmission provided the sender's facsimile machine produces a report showing complete and successful transmission to the correct facsimile number.
- 22.6. The expiration or earlier termination of this Agreement will not operate to release either party hereto from its obligations under clauses 3.8, 10, 11, 13.1 and 13.9 or 16 which obligations will survive such expiration or termination, or from any liability which has already accrued to the other party as of the date of expiration or termination or which may thereafter accrue in respect of any act, omission or default occurring prior to expiration or termination.
- 22.7. Nothing in this Agreement shall constitute or be deemed to constitute the creation of a partnership, agency, or employer/employee relationship between the parties.

- 22.8. This Agreement, together with the Specifications, Technical Manual and the Schedules attached hereto, constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the Buyer and the Supplier and their Affiliates in relation to the subject matter of this Agreement.
- 22.9. If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part it shall be deemed severed from this Agreement and the validity of the other provisions and the remainder of the provision in question shall not be affected.

- 22.10. This Agreement may be executed in one or more counterparts, all of which shall be considered as one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties.
- 22.11. All royalties, taxes and duties imposed or levied on any Products delivered hereunder shall be for the account of and paid by the Supplier to the point where the Products have been delivered DAP. All royalties, taxes and duties imposed or levied on the Products after such delivery shall be for the account of and paid by the Buyer.

SCHEDULE ONE

THE PRICES

1. Prices

The parties acknowledge that the Price consists of three components:

- 1) Actual costs associated with Raw Materials, manufacture and delivery of the Products (expressly excluding the API) (“Manufacturing Costs”) consisting of 3 components:
 - a. Raw Materials Manufacturing Cost;
 - b. Direct Manufacturing Costs; and
 - c. Indirect Manufacturing Costs.
- 2) The cost of the API, which includes the API per tablet and an agreed assumed waste level as set out in Schedule 5 which is acknowledged as being lost in the manufacturing process (“Assumed API Costs”), meaning that any reductions in the waste of API shall be for the benefit of the Supplier, and any failure to meet the agreed waste targets shall be at the Supplier’s sole cost; and
- 3) [***]% margin on Manufacturing Costs, as agreed between the parties in accordance with clause 7.1 for the first [***] years after the Commencement Date and increasing from [***] per cent ([***]%) to [***] per cent ([***]%) on the [***] anniversary of the Commencement Date and increasing from [***] per cent ([***]%) to [***] per cent ([***]%) on the [***] anniversary of the Commencement Date.

API will be sold to the Supplier upon taking title to the API in accordance with clause 6.2.3.2. The Supplier will each week notify the Buyer of the volume of API used and will be invoiced by the Buyer for such volume of API at the Buyer’s then current Price for the API at the time of transfer of title (and for the sake of clarity not the price at the time of delivery to the Supplier).

Any change in the cost of API shall mean the Assumed API Costs part of the Price for the Product shall be varied pro rata (such that by way of example only a [***] per cent ([***]%) increase in the API Price would mean a corresponding [***] per cent ([***]%) increase in the Assumed API Costs part of the Price for the Products, but the Manufacturing Costs shall remain unaffected).

2. Price Reviews and Budgeting Process

The parties agree that the Manufacturing Costs and Assumed API Costs shall be fixed under this Agreement until 31 December 2016.

The parties agree that thereafter the Manufacturing Costs shall be reviewed every year, and each such review shall commence by the Buyer notify the Supplier of (i) the number of Products that the Buyer anticipates ordering from the Supplier during the following calendar year (the “Budget Order Volume”) (the initial Budget Order Volume, effective until calendar year ending 31 December 2016, shall be [***] Products per year (on a pro rata basis from the Commencement Date until 31 December 2015)) and (ii) the Assumed API Costs for the purpose of the Price before 31 May each year. Following the Buyers provision of such information, by 1 July of the then current year the Supplier shall produce an updated proposed FOS and by 31 July the Supplier shall produce a Price list using the principles set out below.

Within fourteen (14) days (or such other period agreed between the parties) following provision of an updated proposed FOS and Price list the parties shall hold a price review. The first such review shall take place following the Supplier’s first proposal for the year 2017 (to be made within fourteen (14) days (or such other period agreed between the parties) of provision of the updated proposed FOS and Product Price list to be supplied before 31 July 2016).

The parties agree that the updated proposed FOS and Price list shall be calculated based on the below principles which can be assessed and discussed at such pricing review:

- Raw Materials Manufacturing Cost are revised based on the actual cost thereof (averaged over a one (1) year period), on a pass through basis;
- Direct Manufacturing Cost are fixed on a price per Product basis for the duration of the Agreement save for adjustment every year (based on the ILCH since the previous adjustment) as part of a price review as set out in clause 7.1; and
- Indirect Manufacturing Costs shall be calculated according to the methodology used in the 2015 FOS (attached). The Supplier shall calculate its allocation of Indirect Manufacturing Costs per Product by dividing the Indirect Manufacturing Costs across the Budget Order Volume (the “Indirect Manufacturing Cost Product Allocation”). The Supplier shall provide the Buyer with reasonable supporting explanation of its calculation of Indirect Manufacturing Cost and Indirect Manufacturing Cost Product Allocation.

Following such review the parties shall agree proposed pricing and the Supplier shall create the revised FOS and revised Price list which shall be supplied to the Buyer for approval by the 31 August of the then current year, whereupon it shall be binding for the forthcoming year. In the absence of any approved FOS and Price list by such date, either party may serve notice on the other that it is to escalate the matter in accordance with clause 20.1.

3. **Exceptional Price reviews**

The parties agree that following 1 January 2017 either party may request a review of Raw Materials Manufacturing Costs if:

- the cost of a key Raw Material has varied +/- [***] per cent ([***]%) over a period of six (6) months due to demonstrable feed-stock changes {provided always such exceptional price review shall be limited to the key Raw Material in question and any variation is limited only to the applicable variation associated with the key Raw Material); or
- a Price is agreed for new Product based on anticipated volumes, six (6) months has elapsed since launch of such new Product and a party wishes to discuss price for such new Product based on further information regarding sales volumes of such new Product (such Price review being particular to the Price for such new Product only).

4. **Indirect Manufacturing Costs and reconciliation**

By 31 January of such each calendar year, the Supplier shall:

- (a) perform a reconciliation of the Indirect Manufacturing Costs incurred by the Supplier during the previous calendar year, by reference to the actual number of Products ordered by the Buyer (the “Actual Order Volume”) against the Budget Order Volume for such calendar year; and
- (b) within five (5) Business Days of the date of reconciliation:
 - (i) if the Actual Volume is less than the Budget Order Volume (other than as a result of breach by the Supplier of this Agreement), invoice the Buyer for a sum equal to (Budget Order Volume less Actual Volume) multiplied by the Indirect Manufacturing Cost Product Allocation, which invoice shall be paid by the Buyer within sixty (60) days of receipt thereof; or
 - (ii) if the Actual Volume is more than the Budget Order Volume, reimburse the Buyer a sum equal to Actual Volume less Budget Order Volume) multiplied by the Indirect Manufacturing Cost Product Allocation.

Appendix 1 - Initial FOS

[***]

SCHEDULE TWO

THE PRODUCTS (AND SERVICES IF ANY)

Finished Products

[***]

Services

- [***]
- [***]

SCHEDULE THREE

TEMPORARY ADDITIONAL SERVICES

[***]

SCHEDULE FOUR

THE SPECIFICATION

[***]

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SCHEDULE FIVE

KPIs

[***]

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SCHEDULE SIX

BUYER’S PALLET POLICY

EPAL pallets to be used for storage and shipment unless specified otherwise.

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SCHEDULE SEVEN

TOOLING AND EXISTING TOOLING

[***]

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SCHEDULE EIGHT

BUYER’S CODE OF CONDUCT

<http://www.rb.com/Our-responsibility/Our-policies-reports> or as otherwise updated and notified to the supplier from time to time.

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SCHEDULE NINE

RAW MATERIALS SUBJECT TO BUYER PRE-APPROVAL

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[***]

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SCHEDULE TEN

ANTICIPATED CHANGES AND PARTY BEARING COST

Costs shall, in each applicable case, be subject to the Buyer approving such costs prior to them being incurred by the Supplier.

Scenario	Initiator	Party bearing costs	Note
[***]	[***]	[***]	[***]

***	***	***	***
***	***	***	***
***	***	***	***
***	***	***	***
***	***	***	***
***	***	***	***
***	***	***	***
***	***	***	***
***	***	***	***
***	***	***	***
***	***	***	***
***	***	***	***
***	***	***	***
***	***	***	***
***	***	***	***

SCHEDULE ELEVEN

Consignment API stock arrangements

In this Schedule “API Specification” means the specification for the API as set out in the Technical Manual.

1 Title and API Specifications

- 1.1 Title in the API shall pass to the Supplier at the point the same is removed from consignment stock for consumption by the Supplier. The Supplier shall use such procedures (physical and administrative) as are reasonably necessary and customary to keep separate the API from the Supplier’s other stock and to identify the API as the property of the Buyer.
- 1.2 The API shall comply with the API Specifications.

2 Reporting and audit

- 2.1 No later than five Business Days after the end of the previous calendar month, the Supplier will submit to the Buyer by email a report stating in detail the Product removed from consignment stock for consumption by the Supplier since the immediately preceding calendar month. Following delivery of such report, the Buyer may invoice the Supplier for the API detailed in such report at the Unit Price and each such invoice shall be payable in accordance with the terms of clause 7 of this Agreement *mutatis mutandis*.
- 2.2 Once a month, the Supplier and the Buyer shall each provide to the other a stock list, being its believed level of API (being the amount of API delivered, less that removed from consignment stock for consumption by the Supplier and less that rejected in accordance with the terms of this Agreement).
- 2.3 In the event of any inconsistency between the reports exchanged pursuant to paragraph 2.2, the parties shall commence immediate good faith negotiations to resolve the inconsistency. Following resolution, the Buyer shall promptly issue an invoice or credit note to address such agreed inconsistency.
- 2.4 At reasonable intervals (and in any event at least once a year), the Buyer shall perform (or have performed by its representative) a physical audit of the inventory of the API held at the Supplier’s site. In the event of any inconsistency between the physical level of API at such site and that which the Buyer believes should be present, the parties shall commence immediate good faith negotiations to resolve the inconsistency. Following resolution, the Buyer shall promptly issue an invoice or credit note to address such agreed inconsistency. If such agreement cannot be reached the parties will request adjudication from an independent third party acting as expert, the cost of which shall be borne equally between the parties. Should the parties not be able to agree on an expert they shall request a nomination from the President of the Institute of Chartered Accountants in England and Wales or any successor body to that institution.

SIGNED by
for and on behalf of Reckitt Benckiser Healthcare (UK) Limited
in the presence of:

/s/ Patrick Clements

PATRICK CLEMENTS

SAIQA PANDAY

/s/ S. Panday

SIGNED by
for and on behalf of RB Pharmaceuticals Limited
in the presence of:

/s/ Richard Jameson

RICHARD JAMESON

Steven Lucas

/s/ Steven Lucas

THIS EXHIBIT HAS BEEN REDACTED AND IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST. REDACTED MATERIAL IS MARKED WITH [***] AND HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Dated 1 December 2014

RECKITT BENCKISER HEALTHCARE (UK) LIMITED

and

RB PHARMACEUTICALS LIMITED

LEASE

of land and buildings at

Dansom Lane, Hull HU8 7DS

Commencement 1 December 2014

Term: 150 years

Slaughter and May
One Bunhill Row
London EC1Y 8YY
Tel No: 020 76000 1200
Fax N: 020 7090 5000
Ref: JEE/RXZA
524803911

PARTICULARS

LR1.	Date of lease	:	2014
LR2.	Title number(s)	:	LR2.1 Landlord's title number(s)
			HS304843, HS286962, HS321544
			LR2.2 Other title numbers
LR3.	Parties to this Lease	:	HS210540, HS341298, HS189949
		:	Landlord
			RECKITT BENCKISER HEALTHCARE (UK) LIMITED (registered in England number 00261312) whose registered office is at 103-105 Bath Road, Slough, Berkshire SL1 3UH
			Tenant
			RB PHARMACEUTICALS LIMITED (registered in England number 07183451) whose registered office is at 103-105 Bath Road, Slough, Berkshire SL1 3UH
			Other Parties
LR4.	Property	:	None
		:	The land and buildings at Dansom Lane, Hull HU8 7DS as registered at the Land Registry under title numbers HS304843, HS286962 and HS321544 shown edged red on the Plan.
LR5.	Prescribed statements etc.	:	In the case of a conflict between this clause and the remainder of this Lease then, for the purposes of registration, this clause shall prevail.
LR6.	Term for which the Property is leased	:	None
		:	The Term is as follows:
LR7.	Premium	:	150 years commencing on and including the date of this Lease
LR8.	Prohibitions or restrictions on disposing of this Lease	:	[***] pounds (£[***])
		:	This lease contains a provision that prohibits or restricts dispositions.
LR9.	Rights of acquisition etc.	:	LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

Schedule 7

LR9.2 Tenant's covenant to (or offer to) surrender this Lease

Schedule 6

LR9.3 Landlord's contractual rights to acquire this lease

Schedule 6

LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Premises :

None

LR11. Easements :

LR11.1 Easements granted by this Lease for the benefit of the Property

Schedule 1

LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property

Schedule 2

LR12. Estate rentcharge burdening the Property :

None

LR13. Application for standard form of restriction :

The parties to this Lease apply to enter the following standard form of restriction against the title of the Premises:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Reckitt Benckiser Healthcare (UK) Limited or their conveyancer that the provisions of paragraph 3.20(E) of Schedule 3 to the Lease dated 2014 and made between Reckitt Benckiser Healthcare (UK) Limited (1) and RB Pharmaceuticals Limited (2) have been complied with or do not apply to the disposition."

The Parties to this Lease apply to enter the following standard form of restriction against the

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Landor's title numbers HS304843, HS286962 and HS321544.

"No transfer of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of paragraph 5.4(A) of Schedule 5 to the Lease dated 1 December 2014 and made between Reckitt Benckiser Healthcare (UK) Limited (1) and RB Pharmaceuticals Limited (2) have been complied with or do not apply to the disposition."

LR14. Declaration of trust where there is more than one person comprising the Tenant :

Not applicable

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THIS LEASE is made on the date specified in the Particulars between the Landlord and the Tenant.

THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 In this Lease, except where the context otherwise requires, the following words and expressions have the following meanings:

"Break Date" means, as applicable, the 50th, 70th, 90th, 110th and 130th anniversaries of the date of this Lease, namely 1 December 2064, 1 December 2084, 1 December 2104, 1 December 2124 and 1 December 2144;

"Business Day" means a day which is not a Saturday, a Sunday, Christmas Day, Good Friday or a bank holiday in England and Wales;

"Car Parking" has the meaning given to it in paragraph 1.4 of Schedule 1;

"Car Parking Rent" has the meaning ascribed in Schedule 4, Part B;

"Change of Control" means a change in control of a company where "control" means in relation to a company, the ability of a person to ensure that the activities and business of that company are conducted in accordance with the wishes of that person, and a person shall be deemed to have Control of a company if it possesses or is entitled to acquire the majority of the issued share capital or the voting rights in that company or the right to receive

the majority of the income of that company on any distribution by it of all of its income or the majority of its assets on a winding up, and “controls” “controlled” and the expression “change of control” shall be construed accordingly but excluding the Demerger;

“**Conduits**” means any existing or future media for the passage of substances, matter or energy and all other utilities, data communications and services whether or not they are available at the date hereof and any ancillary apparatus attached to them and any enclosures for them;

“**Consents**” means all requisite licences, consents, permissions and approvals from the relevant local and other competent authorities and from the insurers and any other persons interested in the Premises;

“**Contractual Term**” means the term of years specified in the Particulars;

“**Default Interest Rate**” means [***] per cent per annum above the base rate of Barclays Bank PLC from time to time;

“**Demerger**” means the transaction pursuant to which the addition pharmaceutical treatment business, the majority of which is currently carried on within the Reckitt Benckiser group by RBP Global Holdings Limited and its subsidiary undertakings, ceases to be directly or indirectly controlled by Reckitt Benckiser Group PLC;

“**Estate**” means the Hull industrial estate shown edged green on the Plan registered with title numbers HS304843, HS286962, HS321544, HS210510, HS341298 and HS189949 and as may be varied from time to time by the Landlord;

“**Estate Common Parts**” means the roads, access ways, passages and landscaped areas within the Estate from time to time available for the use in common by more than one tenant or occupier of the Estate and their respective employees, agents, visitors or licensees;

“**Estate Roads**” means the access roads and footpaths on the Estate Common Parts at the date of this Lease, as the same may be amended and/or re-routed from time to time;

“**Indivior Group**” means Indivior PLC (registered in England number 9237894) whose registered office is at 103-105 Bath Road, Slough, Berkshire SL1 3UH (“**Indivior PLC**”), all of the subsidiaries of Indivior PLC from time to time and any other members of the same group;

“**Insured Risks**” means (to the extent available in the London insurance market on terms commercially acceptable to the Tenant (acting reasonably)) fire, lightning, explosion, riot, civil commotion, strikes, labour and political disturbances, malicious damage, aircraft and aerial devices (other than hostile aircraft and devices) and articles accidentally dropped from them, acts of terrorism, storm, tempest, bursting or overflowing of water tanks and pipes, impact, earthquake, subsidence, ground slip and heave and such other property risks as the Tenant may from time to time elect to insure;

“**Landlord**” means the Landlord specified in the Particulars or such other person as may from time to time be entitled to the Reversion;

“**Lease**” means this Lease and any instrument made under it or collateral to it;

“**Mortgagee**” means a mortgagee or chargee of the Premises notice of whose interest the Landlord has been given in accordance with the terms of this Lease;

“**Permitted Underlease**” means an underlease of the whole of the Premises which is granted:

- (i) on the same terms and conditions as this Lease so far as applicable;
- (ii) at not less than the then open market rent payable at the date of the underletting;
- (iii) without any fine or premium being given by any party;
- (iv) containing an absolute prohibition against the undertenant assigning, charging, underletting, parting with possession or sharing the occupation of part only of the premises underlet;
- (v) containing a prohibition against the undertenant assigning or underletting the whole of the premises except with the Tenant’s consent provided that such consent shall only be given after the Tenant has first complied with the provisions of paragraph 3.20(E) Schedule 3 and Schedule 6 as if the proposed assignment or

underletting by the Tenant’s undertenant were an assignment or underletting (as applicable) by the Tenant itself;

- (vi) without allowing a rent free or concessionary rent period in excess of that reasonably obtainable in the open market at the date of the underletting; and
- (vii) on terms that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 are excluded;

“**Permitted Use**” means any use within Use Classes B1, B2 and B8 of the Town and Country Planning (Use Classes) Order 1987 as at the date that this Lease is granted, including as a fine chemical plant, for research and development, offices, distribution and other industrial purposes;

“**Plan**” means the plan annexed to this Lease;

“Planning Acts” means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and the Planning Act 2008;

“Premises” means the Property specified in the Particulars; **“Premium”** has the meaning specified in the Particulars; **“Principal Rent”** means a peppercorn per annum;

“RB Group” means Reckitt Benckiser PLC whose registered office is at 103-105 Bath Road, Slough, Berkshire SL1 3UH (registered in England and Wales No. 00527217) (**“Reckitt Benckiser PLC”**), all of the subsidiaries of Reckitt Benckiser PLC from time to time and any other members of the same group;

“Rent Payment Dates” means the usual quarter days being 25 March, 24 June, 29 September and 25 December;

“Reversion” means the reversion in the whole of the Premises immediately expectant on the determination of the Term;

“Services” means the services referred to in Part II of Schedule 4; **“Service Charge Rent”** has the meaning ascribed in Schedule 4, Part A; **“Statute”** means:

- (i) an Act of Parliament or sub-ordinate legislation; and
- (ii) a law, decree or direction of the European Community or other supranational body having effect as law in the United Kingdom

now or from time to time in force;

“Tenant” means the Tenant specified in the Particulars and its successors in title;

“Term” means the Contractual Term and the period of any statutory or other holding over, continuation or extension of it;

“Title Matters” means the matters contained or referred to in the registers of the title number(s) HS304843, HS286962 and HS321544 (other than any financial charges) as at 2014 insofar as the same affect the Premises and are subsisting and capable of being enforced; and

“VAT” means value added tax.

1.2 This Lease incorporates the Particulars.

1.3 In this Lease, unless otherwise specified;

- (A) a reference to a Clause or a Schedule is a reference to a Clause of or a Schedule to this Lease;
- (B) a reference to a paragraph is a reference to a paragraph of the Schedule in which the reference appears;
- (C) headings to Clauses and paragraphs are for convenience only and do not affect the interpretation of this Lease;
- (D) words in this Lease denoting the singular include the plural meaning and vice versa;
- (E) a covenant by the Tenant not to do any act, matter or thing includes a covenant not to cause, permit or suffer the doing of it;
- (F) a reference to a particular Statute or a statutory provision is a reference to it as it may have been or may in the future be amended, modified or re-enacted and to any regulation, statutory instrument, order, byelaw, direction or other provision that may have been made or may in the future be made under it;
- (G) the expressions **“landlord covenant”** and **“tenant covenant”** have the meanings ascribed to them in section 28(1) of the Landlord and Tenant (Covenants) Act 1995;
- (H) where a party consists of two or more persons the obligations of such persons are joint and several;
- (I) a reference to **“Premises”** includes a reference to any part of the Premises and improvements and additions made to, and fixtures, fittings and appurtenances in, the Premises (other than tenant’s and trade fixtures and fittings);
- (J) a reference to **“end of the Term”** includes the coming to an end of the Term in any way including termination, expiration, surrender, frustration and forfeiture; and
- (K) for the purposes of this Lease, two companies are **“members of the same group”** if one is the subsidiary of the other, or both are subsidiaries of a third company, **“subsidiary”** having the meaning given to it in the Companies Act 2006.

In consideration of the Premium paid by the Tenant to the Landlord (receipt of which the Landlord acknowledges) the Landlord demises the Premises to the Tenant with full title guarantee together with the easements and rights specified in Schedule 1 except and reserved to the Landlord and all persons authorised by the Landlord or otherwise entitled the easements and rights specified in Schedule 2 to hold the Premises subject to the Title Matters for the Contractual Term yielding and paying to the Landlord:

- (i) the Principal Rent if demanded;
- (ii) the Service Charge Rent at the times set out in Schedule 4, Part A, the first payment in respect of the period commencing on the date of this Lease to be made on the date of this Lease; and
- (iii) the Car Parking Rent at the times set out in Schedule 4, Part B, the first payment in respect of the period commencing on the date of this Lease to be made on the date of this Lease.

3. TENANT COVENANTS

The Tenant covenants with the Landlord to comply with the obligations in Schedule 3.

4. LANDLORD COVENANTS

The Landlord covenants with the Tenant that the Tenant may peaceably hold and enjoy the Premises without any interruption by the Landlord or any person lawfully claiming under or in trust for it or by title paramount.

5. PROVISIONS

This Lease incorporates:

- (i) the service charge provisions and the Car Parking Rent provisions in Schedule 4; and
- (ii) the further provisions in Schedule 5,

and the Landlord and the Tenant covenant with one another to comply with their respective obligations in such Schedules.

6. RE-ENTRY

6.1 Subject to Clause 6.2 and 6.3, without prejudice to any other rights or remedies of the Landlord, if:

- (i) any undisputed rents reserved by this Lease is in arrears for more than three calendar months after it becomes due and being legally demanded; or
- (ii) there is any material breach of any of the tenant covenants in this Lease and (where remediable) the Tenant has failed to remedy the breach within three months of written notice from the Landlord,

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then the Landlord may notwithstanding any previous waiver re-enter the Premises or any part thereof in the name of the whole and forfeit this Lease whereupon the Term shall come to an end without prejudice to either party's rights against the other or any other person.

6.2 The Landlord may not exercise the right of re-entry contained in Clause 6.1 unless it has first given to any Mortgagee not less than 20 Business Days' notice of its intention to do so and specifying the relevant breach. The Landlord may serve such notice on the Mortgagee on or around the same time as it serves notice on the Tenant.

6.3 The Landlord may not exercise the right of re-entry contained in Clause 6.1 for so long as the Tenant is RB Pharmaceuticals Limited or any other member of the Indivior Group, unless and until the earlier of:

- (i) the Tenant ceasing to be a member of the Indivior Group; or
- (ii) a Change of Control of Indivior PLC,

after which this Clause 6.3 is of no further effect.

7. NEW TENANCY

This Lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

8. TENANT'S OPTION TO BREAK

8.1 Subject to Clause 8.2, if the Tenant gives to the Landlord not less than 12 months' prior written notice before a Break Date then this Lease and the Contractual Term shall come to an end on the next relevant Break Date without prejudice to the parties' subsisting rights of action.

8.2 This Lease and the Contractual Term shall not come to an end on a Break Date unless at the relevant Break Date:

- (i) the rents reserved by this Lease and all other undisputed amounts payable under it have been paid up to and including the Break Date in cleared funds, provided that the Landlord has notified the Tenant of all such sums due as at the Break Date not later than 30 days prior to the relevant Break Date; and

- (ii) the Tenant yields up the whole of the Premises with vacant possession provided that the Tenant will not be in breach of this requirement if there remains on the Premises any of the Tenant's loose chattels fixtures or fittings of a minor or inconsequential nature.

8.3 Time shall be of the essence for Clauses 8.1 and 8.2 but this shall not make time of the essence for any other clause or paragraph of this Lease.

IN WITNESS of which the Landlord and the Tenant have executed this document as a deed on the date specified in the Particulars.

SCHEDULE 1

Easements and rights granted

1.1 Passage of utilities

The right of passage and running of services now or at any time during the Term in and through the Conduits in the Estate which serve the Premises and to make connection thereto subject to the Landlord's rights to re-route the same provided that the Landlord gives prior notice in writing and provides suitable alternative supplies and any means of connection to the same shall be approved by the Landlord (such approval not to be unreasonably withheld or delayed).

1.2 Access over Estate Roads

The right for the Tenant, any other permitted occupier or their employees or visitors to use on a 24-hour basis 365 days a year by foot or car the Estate Roads provided for the purpose for access to and from the Premises and the Car Parking (but subject to temporary interruptions where necessary for repairs, maintenance and renewal from time to time, provided that the Landlord shall use reasonable endeavours to minimise the period of any such interruptions and to provide a suitable alternative route for access during such period of interruption, save in emergencies), provided that the Landlord may from time to time vary, re-route or amend the Estate Roads in accordance with paragraph 5.2 of Schedule 5 and subject to paragraph 3.17(A) of Schedule 3.

1.3 Electricity Substation

The right of access to and egress from the electricity substation adjacent to the Premises on the Estate on reasonable prior notice (save in emergency), provided that in exercising this right the Tenant shall comply with the Landlord's reasonable security arrangements and allow the Tenant's representative to be accompanied by a representative of the Landlord if the Landlord so requires (save in an emergency).

1.4 Car parking

Subject to the payment of Car Parking Rent in accordance with Schedule 4, Part B, the use of up to 70 car parking spaces, such number to be determined in accordance with Schedule 4, Part B, for the parking of private cars and/or motorbikes belonging to the Tenant or any other permitted occupier or their employees or visitors on a 24-hour basis 365 days a year within the numbered spaces to be determined by the Landlord (acting reasonably) and notified to the Tenant from time to time (the "Car Parking").

1.5 Entry

- (A) The right to enter the Estate Common Parts at reasonable times after prior written notice (except in an emergency) so far as is reasonably necessary to carry out any works or alterations to the Premises required or permitted by this Lease (including redevelopment, for the avoidance of doubt), but subject to the persons entering making good any damage caused to the Estate Common Parts without unreasonable delay.

- (B) The right to enter the Estate Common Parts at reasonable times after prior written notice (except in an emergency) so far as is reasonably necessary to maintain or connect into any Conduits on the Premises, but subject to the persons entering making good any damage caused to the Estate Common Parts or the Estate without unreasonable delay.

1.1 Display of nameplates or signs

The right at the Tenant's reasonable request to have signs displayed in such locations on the Estate as the Landlord may approve (such approval not to be unreasonably withheld or delayed) showing the Tenant's name and any other details reasonably required by the Tenant to include the Tenant's usual corporate or trade logo.

1.2 Rights of support and protection

The rights of support and protection as enjoyed by the Premises at the date of this Lease.

1.3 New Conduits

The right to lay or construct Conduits in, on or under the Estate Roads with the Landlord's consent (such consent not to be unreasonably withheld or delayed) and to connect into such Conduits.

SCHEDULE 2

Easements and rights reserved

2.1 Light and air

All rights of light and air and the right to erect or alter or to consent to the erection or alteration of any building now or from time to time on any adjoining or neighbouring property notwithstanding that such erection or alteration may diminish the access of light and air enjoyed by the Premises and, subject to the provisions of Schedule 7, the right to deal with any such property as it may think fit.

2.2 Passage of utilities

The right of free and uninterrupted use of all Conduits as are now or may after the date of this Lease be in on or under the Premises and serving or capable of serving other parts of the Estate or adjoining or neighbouring property together with the right to enter upon the Premises on reasonable prior notice (save in an emergency) provided that in exercising this right the Landlord shall comply with the Tenant's reasonable security arrangements and allow the Landlord's representative to be accompanied by a representative of the Tenant if the Tenant so requires (save in an emergency) to inspect, repair or maintain any such Conduits but only where such inspection repair or maintenance would not otherwise be reasonably practicable.

2.3 New Conduits

The right to lay or construct new Conduits in, on or under the Premises with the Tenant's consent (such consent not to be unreasonably withheld or delayed) and to connect into such Conduits as are now or may after the date of this Lease be in on or under the Premises other than Conduits capable of serving only the Premises.

2.4 Maintenance of the Estate

The right to enter upon the Premises on reasonable prior notice (save in emergency) in connection with the erection, alteration, improvement, repair or maintenance of any other parts of the Estate or any adjoining or neighbouring property but only where such erection, alteration, improvement, repair or maintenance would not otherwise be reasonably practicable and provided that in exercising this right the Landlord shall comply with the Tenant's reasonable security arrangements and allow the Landlord's representative to be accompanied by a representative of the Tenant if the Tenant so requires (save in emergency).

2.5 Covenants

The right to enter upon the Premises in the circumstances in which in the tenant covenants in this Lease the Tenant covenants to permit such entry.

2.6 Support

The right of protection and support as enjoyed by other parts of the Estate over the Premises.

2.7 Access over pathways

For such time as the Tenant may provide and maintain any pedestrian pathways on the Premises which abut an Estate Road, the right for the Landlord, any other permitted occupier or their employees or visitors to use on a 24-hour basis 365 days a year by foot such pedestrian pathways for purposes in connection with this Lease or the Estate, provided that the Tenant shall not be required to provide or maintain any such pedestrian pathways.

SCHEDULE 3

Tenant covenants

3.1 Rent

To pay the rents reserved by this Lease at the times and in the manner specified without any deduction (save where required by statute), counterclaim or set off.

3.2 Outgoings

- (A) To pay and indemnify the Landlord against all existing and future rates, taxes, duties, charges, assessments, outgoings and impositions (whether of a capital, revenue, non recurring or wholly novel nature) which are now or may at any time be assessed, charged or imposed upon or in relation to the Premises or on the owner or occupier in respect of them other than tax payable by the Landlord (excluding VAT) occasioned by receipt of the rents, on the grant of this Lease or on any dealing with its reversionary interest

- (B) Pending the separate assessment of the Premises, to pay and indemnify the Landlord against a fair proportion (as shall be determined by the Landlord acting reasonably) of any sum payable in respect of the Premises and any other part of the Estate.

3.3 Utilities

To pay for all gas, electricity, water, telephone, cable, oil and other utilities and services supplied to the Premises and all costs and charges in relation to the supply and disconnection of any such utilities and services and a fair proportion (as shall be determined by the Landlord acting reasonably) of any joint charges.

3.4 Repair

To keep the Premises properly maintained.

3.5 Cleaning

To keep the exterior parts of the Premises clean, tidy and free from rubbish.

3.6 Decoration

In 2019 and in every subsequent fifth year of the Term or more frequently if necessary and also in the three months immediately before the end of the Term to paint, clean or otherwise treat as the case may be all the exterior structure and other exterior parts of the Premises usually or requiring to be painted, cleaned or otherwise treated.

3.7 Yielding up

- (A) At the end of the Term quietly to yield up the Premises in a condition consistent with the due performance and observance of the tenant covenants in this Lease and for the avoidance of doubt it is acknowledged and agreed that the Tenant shall not be obliged to reinstate the Premises to the condition it was in at the beginning of the Term.

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- (B) To remove from the Premises all tenant's and trade fixtures and fittings and chattels prior to the end of the Term, unless otherwise agreed by the parties.

- (C) To make good all physical damage caused to the Premises by the removal of fittings, furniture and effects.

3.8 Statutory Requirements

- (A) To comply with all Statutes and the requirements or directions of all local and other competent authorities affecting the Premises or their use and occupation whether imposed on the Landlord or the Tenant.
- (B) Not to do or omit to do anything by reason of which the Landlord may under any Statute or any such requirement or direction incur or have imposed upon it or become liable to pay any penalty, damages, compensation, costs, levies, charges or expenses.

3.9 Planning

To comply with the Planning Acts and any planning permission relating to the Premises.

3.10 Entry upon the Premises

- (A) Where the same cannot otherwise be undertaken, to permit the Landlord and persons authorised by the Landlord to enter the Premises at reasonable times after reasonable prior written notice (except in an emergency) and where required to remain with or without workmen, materials and equipment

(i) in connection with the easements and rights reserved by this Lease; and

(ii) to remedy any breach of the tenant covenants in this Lease,

without payment for any loss, nuisance, annoyance, damage or inconvenience caused to the occupiers of the Premises but subject to the persons entering causing as little inconvenience, nuisance and annoyance as reasonably practicable and making good any damage caused to the Premises without unreasonable delay provided that in exercising this right the Landlord shall comply and procure the compliance by those persons authorised by it with the Tenant's reasonable security arrangements and allow the Landlord's representative or person authorised by it to be accompanied by a representative of the Tenant if the Tenant so requires.

- (B) As soon as it becomes aware of the same to give immediate notice to the Landlord of any defect in the Premises which would or might give rise to any obligation on the Landlord's part to do or refrain from doing any act or thing in order to comply with the duty of care imposed by the Defective Premises Act 1972.

3.11 Breaches

- (A) To make good all breaches of the tenant covenants in this Lease within 20 Business Days after the giving of written notice by the Landlord to the Tenant or sooner if necessary.

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- (B) If the Tenant continues to default in the performance of any of such covenants of which notice has been given, to permit the Landlord and all persons authorised by the Landlord to take steps to remedy the breaches.

3.12 Costs

- (A) To indemnify the Landlord against all costs properly incurred by the Landlord and arising from or in contemplation of:
- (i) the enforcement of any of the tenant covenants in this Lease;
 - (ii) the remedying of any breach of the tenant covenants in this Lease;
 - (iii) the lawful and proper preparation and service of any notices or proceedings under sections 146 and 147 of the Law of Property Act 1925 or the Leasehold Property (Repairs) Act 1938;
 - (iv) the lawful and proper preparation and service of all notices and schedules (whether statutory or otherwise) relating to the state of repair and condition of the Premises or other breaches of any of the tenant covenants in this Lease; and
 - (v) the preparation and service of any notices, applications or proceedings under the Landlord and Tenant (Covenants) Act 1995.
- (B) To indemnify the Landlord against all reasonable costs properly incurred by the Landlord and arising from any application for consent under this Lease whether it is granted, refused or the application is withdrawn unless the same is unlawfully or unreasonably withheld or delayed or offered subject to some unlawful or unreasonable conditions.

3.13 Alterations

- (A) The Tenant may make structural and non-structural alterations to the Premises, including for the avoidance of doubt demolishing and rebuilding the existing buildings on the Premises and redeveloping the Premises, without having to obtain the Landlord's consent, but the Tenant shall:
- (i) prior to work commencing:
 - (a) provide reasonable prior written notice to the Landlord of any structural alterations to the Premises, including the proposed commencement date and the estimated duration of the works;
 - (b) supply the Landlord with plans showing the proposed layout and all other relevant details together with particulars of the type and design of such works;
 - (c) use its reasonable endeavours to provide additional information to the Landlord that the Landlord reasonably requests, provided that any such request is made promptly and within 60 calendar days of the Landlord's receipt of the information provided pursuant to (a) and (b) above; and

- (d) obtain all requisite Consents;
- (ii) carry out such works in a good and workmanlike manner with suitable materials of good quality and causing as little nuisance to the Estate as reasonably practicable;
 - (iii) comply with the requirements of all Consents and Statutes applicable to the works being carried out; and
 - (iv) promptly and within no more than 15 Business Days after substantial completion of the works, provide the Landlord with three sets of final 'as-built' plans and specifications (both hard copy and CAD disk) for retention.
- (B) If the Tenant is required by any authority or Statute or the Tenant reasonably considers that it would be prudent to have an independent point of access to the Premises directly from the publicly maintained highway and without passing through the Estate Common Parts, the Landlord shall not raise any objection and shall provide its written consent (not to be unreasonably withheld or delayed) to the extent that any planning authority requires such consent and shall use all reasonable endeavours to facilitate such independent point of access provided that such assistance shall be at the Tenant's sole cost and reasonable request.

3.14 Use

- (A) Not to use the Premises otherwise than for the Permitted Use.
- (B) Not to use the Premises for:
- (i) any dangerous, noxious, noisy, offensive, illegal or immoral purpose;
 - (ii) any purpose which causes an unlawful nuisance, damage or inconvenience to the Landlord or the owners or occupiers of any neighbouring property or which involves any substance which may be harmful, polluting or contaminating;
 - (iii) residential purposes;

(iv) any animal testing; or

(v) any oil or other heavy chemical refinery,

provided that the proper use by the Tenant of the Premises for the Permitted Use shall not in any circumstances constitute a breach of the obligations under 3.14(B)(i) or 3.14(B)(ii) above.

3.15 Security arrangements

Not to leave the Premises continuously unoccupied for more than 30 Business Days without notifying the Landlord in advance and providing security and caretaking arrangements approved by the Landlord and the Tenant's insurers (if required) such approval not to be unreasonably withheld or delayed provided that in the event that the

Tenant proposes to cease occupying the Premises (otherwise than by an assignment or underletting of the Premises in whole it shall first give the Landlord not less than six months' prior notice in writing).

3.16 Conduits

To keep the Conduits in the Premises clear and free from any noxious, harmful or deleterious substance, and to remove any obstruction and repair any damage to the Conduits in the Premises as soon as reasonably practicable after it becomes aware of the same and to the Landlord's reasonable satisfaction.

3.17 Entrances and service areas

- (A) Not to enter or to leave the Estate otherwise than through the entrances and exits designated in writing by the Landlord (acting reasonably) from time to time.
- (B) Not to load or unload or receive delivery of or dispatch goods otherwise than in the areas and through the entrances designated in writing by the Landlord (acting reasonably) from time to time.
- (C) Not to obstruct the Estate Common Parts or to otherwise interfere with access by the Landlord or the tenants or occupiers of other parts of the Estate.

3.18 Rights of light

- (A) To preserve all rights of light and other easements enjoyed by the Premises and to take at the Landlord's sole cost and request all reasonable steps to preserve such rights of light and other easements and not to permit or suffer anyone to acquire any right of light or other easement or right over the Premises.
- (B) As soon as reasonably practicable after becoming aware of the same, to give notice to the Landlord of any third party making or acquiring or attempting to make or acquire any encroachment or easement against the Estate and at the request and cost of the Landlord to take such steps as the Landlord may reasonably require to prevent any such encroachment or easement being acquired.

3.19 Insurance

- (A) To keep the Premises insured against the Insured Risks for their full reinstatement cost with a reputable insurance office.
- (B) To ensure that the insurance policy in respect of the Premises required under paragraph (A) above is composite insurance covering the interests of the Landlord and the Tenant in the Premises.
- (C) On request to supply the Landlord (but not more frequently than once in any period of 12 months) with particulars of any such policies of insurance, evidence of payment of the current year's premium and a schedule showing the total reinstatement cost insured against by the Tenant

- (D) If the Premises are destroyed or damaged, the Tenant shall in its absolute discretion either:
 - (i) subject to obtaining all necessary Consents, apply all insurance monies received (except sums received in respect of property owner's and third party liability and business interruption) in rebuilding, repairing and reinstating the Premises as soon as reasonably practicable provided that the Tenant shall not be required to reinstate the Premises in facsimile; or
 - (ii) if the Tenant is unable or unwilling to reinstate the Premises, promptly clear any debris and landscape the Premises to the reasonable satisfaction of the Landlord,

and the Tenant shall notify the Landlord within 12 months of the date of damage or destruction whether or not the Tenant has chosen to reinstate the Premises.

- (E) From the date of any damage or destruction until such time as the Premises have been reinstated in full or landscaped pursuant to paragraph 3.19(0), to ensure that, so far as reasonably practicable, the Premises remain clean and tidy, free from debris and suitably hoarded if necessary.
- (F) If the Tenant elects to rebuild, repair and reinstate the Premises in accordance with paragraph 3.19(0), to:

- (i) promptly use all reasonable endeavours to obtain any planning permissions and other Consents which are needed to enable the Tenant to reinstate the Premises;
 - (ii) commence any reinstatement works promptly, and in any event within a maximum of two calendar years, after the last of the requisite Consents is issued;
 - (iii) subject to such reasonable extensions of time as the parties may agree both acting reasonably, the Tenant shall complete all reinstatement works to the Landlord's reasonable satisfaction within a maximum of three calendar years after the last of the requisite Consents is issued; and
 - (iv) comply with its obligations under paragraph 3.13(A).
- (G) The Landlord shall be entitled to insure against property owner's liability, third party liability and the employer's liability of the Landlord in relation to the Premises and anything done in them and the rest of the Estate. The Tenant shall pay to the Landlord within 14 days of receipt by the Tenant of a written demand a due and fair proportion of the cost of any insurance which the Landlord properly puts in place pursuant to this paragraph 3.19(G), plus any tax charged on the premium for the said insurance.

3.20 Alienation

- (A) Not to assign, underlet or charge any part (as distinct from the whole) of the Premises or hold upon trust for another the whole or any part of the Premises.
- (B) Not to go out of occupation of the whole of the Premises otherwise than by an assignment or underletting of the whole.

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- (C) Not to assign or to underlet the whole of the Premises:
 - (i) to a person entitled to claim diplomatic or sovereign immunity;
 - (ii) to a corporation registered or resident in a jurisdiction in which an order or a judgment of a court obtained in England and Wales will not necessarily be enforced against it without any consideration of the merits of the case.
- (D) Not to underlet the whole of the Premises otherwise than by way of a Permitted Underlease.
- (E) To give the Landlord notice of its intention to assign the whole of the Premises or underlet the whole of the Premises and not to so assign or underlet the Premises without first complying with the provisions of Schedule 6, provided that this shall not apply to the transactions referred to in paragraph (F).
- (F) Paragraph (E) above shall not apply to any assignment or underlease of the whole of the Premises where the Tenant and the assignee or undertenant are members of the same group.
- (G) If the same is not entered automatically by the Land Registry on the registration of this Lease, promptly to apply for the entry of a restriction in the following form against the registered title to this Lease:

“No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Reckitt Benckiser Healthcare (UK) Limited or their conveyancer that the provisions of paragraph 3.20(E) of Schedule 3 to the Lease dated 2014 and made between Reckitt Benckiser Healthcare (UK) Limited (1) and RB Pharmaceuticals Limited (2) have been complied with or do not apply to the disposition”,

and the Tenant hereby authorises the Landlord to apply for the registration of the above restriction if the Tenant fails to do so.

- (H) Not to part with or share occupation of the whole or any part of the Premises otherwise than to companies which are members of the same group as the Tenant upon terms such that:
 - (i) no estate or interest in the Premises is created or transferred and no right to exclusive possession or occupation is conferred; and
 - (ii) any rights of occupation come to an end immediately the relevant company ceases to be a member of the same group as the Tenant.

3.21 Direct Competitors

Notwithstanding clause 3.20, not to assign or underlet the whole of the Premises unless:

- (i) the Tenant has provided reasonable notice to the Landlord of the identity of the proposed assignee; and
- (ii) the Landlord has provided its written confirmation that it does not consider (acting reasonably) that the proposed assignee is a direct competitor of the Landlord's business.

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3.22 Registration of dealings

- (A) Within ten (10) Business Days after any assignment, underletting, sharing of occupation, mortgage or charge or the release or vacation of any mortgage or charge or devolution of or other instrument relating to the Premises or any estate or interest in the Premises however remote or inferior to give notice to the Landlord and produce to it for its retention a certified copy of the deed or instrument effecting the transaction.
- (B) If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Premises and the terms upon which they occupy.

3.23 Indemnity

- (A) To indemnify the Landlord against all actions, costs, claims, demands, expenses, damage and loss arising directly or indirectly from any breach of the Tenant's obligations under this Lease, provided that the Landlord:
- (i) takes reasonable steps to mitigate any losses which might result in a claim for indemnification being made;
 - (ii) as soon as reasonably practicable gives notice in writing to the Tenant of any claims brought or made against the Landlord which may cause the Tenant to be liable under the indemnity; and
 - (iii) does not admit liability or settle any relevant claim against it without the written consent of the Tenant (such consent not to be unreasonably withheld or delayed).
- (B) Notwithstanding paragraph 3.23(A):
- (i) for so long as the Tenant is RB Pharmaceuticals Limited or any other member of the Indivior Group, then until the earlier of:
 - (a) the Tenant ceasing to be a member of the Indivior Group; and
 - (b) a Change of Control of Indivior PLC; and
 - (ii) for so long as the Landlord is Reckitt Benckiser Healthcare (UK) Limited or any other member of the RB Group, then until the earlier of:
 - (a) the Landlord ceasing to be a member of the RB Group; and
 - (b) a Change of Control of Reckitt Benckiser PLC,

the Tenant shall not be liable to the Landlord whether in contract, tort (including negligence and breach of statutory duty) for:

- (i) any indirect or consequential loss or damage;
- (ii) any loss of profits, loss of revenue, loss of use, loss of anticipated savings, loss of goodwill or loss of contracts (in each case whether direct or indirect or consequential); or
- (iii) any punitive or exemplary damages.

3.24 Interest

- (A) If any sum due under this Lease has not been paid by the date it is due, whether or not it has been formally demanded and without prejudice to the Landlord's other remedies, to pay on demand interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment
- (B) To pay interest under paragraph (A) for any period during which the Landlord properly refuses to accept the tender of payment because of an unremedied breach of a tenant covenant

3.25 VAT

- (A) Each sum payable under this Lease is exclusive of any amounts in respect of VAT chargeable on the supply for which that sum is the consideration.
- (B) If anything done under this Lease constitutes, for VAT purposes, the making of a supply by the Landlord to another person (the "Recipient") and VAT is or becomes chargeable on that supply (i) the Landlord shall issue a valid VAT invoice to the Recipient; and (ii) the Recipient shall pay to the Landlord, in addition to any amounts otherwise payable under this Lease, an amount equal to any amount of VAT so chargeable for which the Landlord is liable to account. If there is subsequently any adjustment to the consideration for the relevant supply:
- (i) where the adjustment is upward: (i) the Landlord shall issue a valid additional or revised VAT invoice; and (ii) the Recipient will pay to the Landlord an amount equal to any additional VAT arising in respect of the supply for which the Landlord is liable to account; and
 - (ii) where the adjustment is downward: (i) the Landlord shall issue a valid VAT credit note or a revised VAT invoice; and (ii) the Landlord will pay to the Recipient an amount equal to any reduction in the VAT arising in respect of the supply for which the Landlord is liable to account.

3.26 Matters affecting the Reversion

SCHEDULE 4

Part A: Service Charge

PART I

4.1 Interpretation

In this Schedule, except where the context otherwise requires:

“Service Charge Period” means a period of 12 months ending on and including 31st December in each year or such other period as the Landlord may acting reasonably determine from time to time;

“Service Charge Rent” means a fair and reasonable proportion of the Total Expenditure for the Service Charge Period concerned as appearing in the summary submitted pursuant to paragraph 4.3(A); and

“Total Expenditure” means the aggregate of the reasonable and proper costs and expenses incurred by the Landlord in providing the Services.

4.2 Estimate of the Total Expenditure

- (A) The Landlord shall submit to the Tenant an estimate of the Total Expenditure for each Service Charge Period.
- (B) The Landlord may revise such estimate at any time before the end of the relevant Service Charge Period to allow for unusual or unexpected expenditure.

4.3 Summary of the Total Expenditure

- (A) Within six months after the end of each Service Charge Period, the Landlord shall submit to the Tenant a full and accurate summary of the Total Expenditure for such period audited by an independent accountant.
- (B) At any time within 20 Business Days from the date such summary is submitted, the Tenant may after reasonable prior notice have access to the accounts, invoices and other materials from which such summary is derived and at its own expense be provided with copies.
- (C) After the expiration of a period of 40 Business Days from the date such summary is submitted, such summary shall be final and binding on the Tenant subject only to representations it has raised in writing during such period.
- (D) The Tenant may not object to the Total Expenditure or any item comprised in it or otherwise on the ground that:
 - (i) an item of the Total Expenditure included at a proper cost might have been provided or performed at a lower cost;

- (ii) an item of the Total Expenditure fails to comply with an estimate which was given; or
- (iii) the Tenant disagrees with any estimate of future expenditure for which the Landlord requires to make provision so long as the Landlord has acted reasonably and in good faith.

4.4 Payment of the Service Charge Rent

- (A) The Tenant shall pay to the Landlord the Service Charge Rent for each Service Charge Period falling wholly within the Term and an apportioned part of the Service Charge Rent for any Service Charge Period falling partly within the Term.
- (B) Subject to any adjustment in the estimate of the Total Expenditure after the beginning of the relevant Service Charge Period, the Tenant shall make payments on account of the Service Charge Rent by four equal payments in advance on Rent Payment Date in each year of such amount as the Landlord may reasonably require.
- (C) After the Landlord has submitted the summary of the Total Expenditure for a Service Charge Period, if the aggregate of the on account payments made by the Tenant differs from the Service Charge Rent for the Service Charge Period concerned then any shortfall shall be paid by the Tenant to the Landlord within 20 Business Days of receipt by the Tenant of written demand and any over-payment shall either be allowed to the Tenant against the next on account payment due under this Schedule or, after the end of the Term and the discharge by the Tenant of any outstanding amounts under this Lease, returned to the Tenant within 20 Business Days of agreeing the amount due.
- (D) For the purpose of any apportionment in respect of a period shorter than a Service Charge Period, the Service Charge Rent for the Service Charge Period concerned shall be apportioned on a daily basis.

4.5 Further costs

The Landlord may include in the Total Expenditure for any Service Charge Period:

- (i) any item of the Total Expenditure for an earlier Service Charge Period not recovered in full from the tenants and occupiers of the Estate;
- (ii) interest at the base rate of Barclays Bank PLC from time to time from the date of expenditure until the date of recovery on any item of the Total Expenditure met by the Landlord from its own resources whether because of an insufficiency of service charges received from the tenants and occupiers of the Estate or otherwise;
- (iii) any tax assessed upon the Landlord during such period in respect of sums received from the tenants or occupiers of the Estate by way of or on account of the service charge;
- (iv) any amounts in respect of VAT comprised in the Total Expenditure which the Landlord is unable to recover as input tax.

4.6 Deposit account

- (A) The Landlord shall keep the sums paid by the tenants and occupiers of the Estate by way of service charge in a separate, interest earning, deposit account (designated "The Service Charge Account") until and save to the extent that they may be required for the purposes provided for in this Schedule.
- (B) Interest on the amounts standing to the credit of the account shall be credited to the account quarterly net of any tax payable in respect of such interest.
- (C) Until actual disbursement, such amounts shall be held by the Landlord to be applied by it for the benefit of the tenants and occupiers of the Estate from time to time.
- (D) Upon any transfer of the Reversion, the Landlord may retain out of such account an amount sufficient to discharge the Total Expenditure incurred by the Landlord but remaining outstanding.
- (E) The receipt of the Landlord's successor to the Reversion shall be a good receipt for the Landlord and relieve the Landlord from any liability as to the future application of amounts handed over.

4.7 Tenant's protection provisions

- (A) There shall be excluded from the Total Expenditure all costs and expenses relating to:
 - (i) the enforcement of the covenants and obligations of the tenants and occupiers of the Estate;
 - (ii) the collection of rents and licence fees from the tenants and occupiers of the Estate
 - (iii) and any costs relating to the administration of applications for consents to assign, sublet or alter by tenants or occupiers of the Estate;
 - (iv) the review of rent, the letting and reletting of any part of the Estate and the grant of licences;
 - (v) any liability or expense which is the responsibility of any tenant or occupier of the Estate under the terms of the lease or other arrangement by which such tenant or occupier uses or occupies the Estate;
 - (vi) the capital costs incurred in carrying out improvements to the Estate except insofar as such work constitutes normal repair, renewal or refurbishment;
 - (vii) the initial construction, equipping and fitting out of the Estate;
 - (viii) the cost of making good any damage or destruction to the Estate arising from any risk covered by any policy or policies of insurance arranged by the Landlord pursuant to paragraph 4.12(F) to the extent the cost of doing so has been recovered under such policy or policies of insurance, the Landlord having used

reasonable endeavours to recover such costs pursuant to any relevant policy or policies of insurance;

- (ix) any costs, fees or expenses arising or incurred by reason of any neglect, act or omission of the Landlord or those for whom it is legally responsible; and/or any other tenant or permitted occupier of any part of the Estate or those for whom it is legally responsible; and/or any breach by the Landlord of its obligations under this Lease; and/or any breach by any other tenant or permitted occupier of any part of the Estate of its obligations under their lease or other right of occupation;
- (x) any contribution to a sinking fund;
- (xi) the cost of special concessions given by the Landlord to any other tenant or occupier of the Estate;
- (xii) the costs incurred by or in connection with any proposed sale of the Landlord's interest under this Lease;

- (xiii) all costs (including those of renewal, rebuilding and reinstatement) relating to Conduits that exclusively serve some other tenant or occupier (including the Landlord) of the Estate; and
 - (xiv) any costs associated with the provision of the Car Parking pursuant to Part B of this Schedule.
- (B) The Service Charge Rent is not to be increased by reason of any part of the Estate being vacant or being occupied by the Landlord or because any other tenant or occupier of the Estate defaults in the payment of its service charge.

4.8 Landlord's obligation to provide the Services

- (A) Subject to the following provisions of this paragraph, the Landlord shall provide the Services.
- (B) The Landlord may at its reasonable discretion discontinue, suspend, vary, extend, alter or add to the Services if the Landlord considers that by doing so the Estate, its services or amenities may be improved or the management of the Estate may be more efficiently conducted.

4.9 Disputes

Any dispute arising under this schedule shall be determined by a single arbitrator in accordance with the Arbitration Act 1996.

PART II

4.10 Repairs to the Estate

Repair, renewal (where beyond economic repair), decoration, cleaning, maintenance and lighting of:

- (A) any party walls or fences and other party structures and amenities which may belong to or be capable of being used or enjoyed by the Estate in common with any land or building adjoining or neighbouring the Estate;
- (B) Conduits, plant, machinery, apparatus and equipment (which are not the responsibility of and do not exclusively serve any tenant or occupier of the Estate (including the Landlord)); and
- (C) the Estate Common Parts, including the Estate Roads.

4.11 Fire Fighting and Security

- (A) Provision, operation, repair, renewal (where beyond economic repair), cleaning and maintenance of:
- (i) fire alarms, sprinkler systems, fire prevention and fire fighting equipment and ancillary apparatus within the Estate Common Parts; and
 - (ii) security alarms, apparatus, CCTV surveillance systems and other systems and amenities as the Landlord (acting reasonably) considers appropriate for the security of the Estate.
- (B) Erection, repair, renewal (where beyond economic repair), decoration, cleaning, maintenance of a perimeter fence around the Estate and the Premises that complies with the Medicines and Healthcare Products Regulatory Agency and Home Office guidance for Home Office Controlled Drug Licensees (or such equivalent regulatory regime as applicable from time to time), provided that if the Premises becomes subject to a more onerous security regime than the Landlord then the Tenant shall be responsible for fulfilling such additional security arrangements.

4.12 Estate Common Parts

- (A) Repair, renewal (where beyond economic repair), decoration, cleaning, maintenance and lighting of the Estate Common Parts;
- (B) Equipping the Estate Common Parts;
- (C) Providing, maintaining and replacing any plants in the Estate Common Parts;
- (D) Providing, maintaining and replacing signs, name boards and other notices within the Estate Common Parts;

- (E) The operation, maintenance and replacement (where beyond economic repair) of public address and access control systems, entry barriers, metal detectors and baggage scanning apparatus and other amenities within the Estate Common Parts;
- (F) Insuring the Estate Common Parts; and
- (G) Providing, maintaining and replacing refuse bins and operating a refuse storage collection and disposal service (including facilities for the segregation of rubbish).

4.13 Induction of Employees

Providing induction training or materials for the induction of the Tenant's new employees in respect of the rules for use of the Estate Common Parts.

4.14 Other services

Providing vermin and pest control.

4.15 Statutory Requirements

- (A) Paying all existing and future rates, taxes, charges, assessments and outgoings payable to any competent authority or for utilities in respect of the Estate Common Parts;
- (B) Complying with the effect of any Statute in respect of the Estate Common Parts; and
- (C) Carrying out any works to the Estate Common Parts required to comply with Statute.

4.16 Fees and Management Charges

- (A) Paying managing agents' reasonable and proper fees and disbursements or if the Landlord itself manages the Estate making provision for a reasonable fee; and
- (B) Paying the reasonable and proper fees and disbursements of accountants, surveyors, engineers, solicitors and others in connection with the provision of the Services and the administration of the Service Charge Rent.

4.17 Staff

Providing staff as the Landlord reasonably considers necessary in the interests of good estate management in connection with the Services and the general management, operation, maintenance and security of the Estate (including security guards) and all other reasonable incidental expenditure including but not limited to:

- (i) salaries and health, insurance, welfare and pension benefits;
- (ii) uniforms, special clothing, tools and other materials for the proper performance of the duties of any such staff;
- (iii) providing maintaining repairing decorating and lighting any office accommodation and other facilities for building management staff and paying all

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rates gas electricity water and other utility charges in respect thereof and any actual or notional rent for such office accommodation; and

- (iv) redundancy and similar or ancillary payments that the Landlord may be required by Statute or otherwise to pay in respect of staff.

4.18 Miscellaneous items

- (i) Leasing or hiring any machinery and equipment required and used in connection with the provision of the Services;
- (ii) Paying commitment fees interest and any other cost of borrowing money at competitive rates where reasonably necessary to finance the Total Expenditure in relation to any unusual items of capital expenditure; and
- (iii) Providing any other services, carrying out any other works and paying any other reasonable and proper expenses which the Landlord reasonably and properly deems appropriate in accordance with good estate management and in the overall interests of the tenants and occupiers of the Estate.

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Part B: Car Parking Rent

4.19 Interpretation

In this Schedule, except where the context otherwise requires:

“Car Parking Rent” means rent at an initial rate of £[***] per annum for each car parking space provided in accordance with paragraph 1.4 of Schedule 1 and paragraph 4.22 of this Schedule from time to time and then as revised pursuant to this Schedule 4, Part B of this Lease;

“Base RPI Month” means October in each calendar year;

“Base Rent” means £[***] per annum per car parking space and then as revised pursuant to this Schedule 4, Part B of this Lease;

“Index” means the “all items” figure of the RPI;

“Interest Rate” means [***] per cent per annum below the Default Interest Rate from time to time;

“RPI” means the Retail Prices Index published by the Office for National Statistics or such body as may from time to time succeed the functions of such Office in relation to the Retail Prices Index or any official index replacing it; and

“Review Date” means 25 December 2015 and every anniversary of that date.

4.20 Payment of Car Parking Rent

The Tenant shall pay the Car Parking Rent by four equal payments in advance on the Rent Payment Dates in respect of the number of car parking spaces to be used for the relevant period as determined from time to time by paragraph 4.22 of this Schedule.

4.21 Review of the Car Parking Rent

- (A) In this paragraph, the “President” is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the Surveyor is the independent valuer appointed pursuant to paragraph 4.21(J).
- (B) The Car Parking Rent shall be reviewed on each Review Date with effect from and including the relevant Review Date, the reviewed rent to become payable as the Car Parking Rent reserved by this Lease.
- (C) The reviewed rent for a Review Date shall be determined by multiplying the relevant Base Rent by the Index for the month of October immediately before the relevant Review Date, then dividing the product by the Index value for the Base RPI Month in the previous calendar year, provided that:
- (i) if this calculation would result in an annual increase of more than three per cent, the increase will be deemed to be three per cent; and

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- (ii) if this calculation would result in an increase of less than one per cent or a decrease, the increase will be deemed to be an increase of one per cent.
- (D) The Landlord shall calculate the indexed rent as soon as reasonably practicable and shall give the Tenant written notice of the indexed rent as soon as it has been calculated,
- (E) If the revised Car Parking Rent has not been calculated by the Landlord and notified to the Tenant at least five Business Days before a Review Date, the Car Parking Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date. No later than five Business Days after the revised Car Parking Rent is notified by the Landlord to the Tenant, the Tenant shall pay:
- (i) the shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of notification of the revised Car Parking Rent and the amount that would have been payable had the revised Car Parking Rent been notified on or before that Review Date; and
- (ii) interest at the Interest Rate on that shortfall calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Car Parking Rent had been notified on or before that Review Date and the date payment is received by the Landlord.
- (F) Time shall not be of the essence for the purposes of this clause.
- (G) Subject to paragraph 4.21(H), if there is any change to the methods used to compile the RPI, including any change to the items from which the Index is compiled, or if the reference case used to compile the RPI changes, the calculation of the indexed rent shall be made taking into account the effect of this change.
- (H) The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Car Parking Rent if either:
- (i) the Landlord and the Tenant reasonably believes that any change referred to in paragraph 4.21(G) would fundamentally alter the calculation of the indexed rent in accordance with this paragraph 4.21, and has given notice to the other party of this belief; or
- (ii) it becomes impossible or impracticable to calculate the indexed rent in accordance with this paragraph 4.21,

This alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the RPI. In default of agreement between the Landlord and the Tenant on an alternative mechanism for setting the Car Parking Rent, the Surveyor shall determine an alternative mechanism.

- (I) The Surveyor shall determine a question, dispute or disagreement that arises between the parties in the following circumstances:

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- (i) where any question or dispute arises between the parties as to the amount of the Car Parking Rent payable or as to the interpretation, application or effect of any part of this paragraph 4.21; or
- (ii) where the Landlord and the Tenant fail to reach agreement under paragraph 4.21(H).

The Surveyor shall have full power to determine the question, dispute or disagreement. When determining such a question, dispute or disagreement, the Surveyor may, if he considers it appropriate, specify that an alternative mechanism for setting the Car Parking Rent should apply to this lease, and this includes (but is not limited to) substituting an alternative index for the RPI.

- (J) The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed.
- (K) The Surveyor shall act as an expert and not as an arbitrator. The Surveyor's decision shall be given in writing, and the Surveyor shall provide reasons for any determination. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.
- (L) The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.
- (M) Either the Landlord or the Tenant may apply to the President to discharge the Surveyor if the Surveyor:
- (a) dies;
 - (b) becomes unwilling or incapable of acting; or
 - (c) unreasonably delays in making any determination.
 - (d) Paragraph 4.21(J) shall then apply in relation to the appointment of a replacement.
- (N) The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.

4.22 Review of the number of Car Parking spaces

- (A) The Tenant may vary the number of car parking spaces over which it has rights pursuant to paragraph 1.4 of Schedule 1 with effect from 25 December in any year of the Term by providing at least two months' written notice to the Landlord.
- (B) Notwithstanding paragraph 4.22(A), the Landlord shall not be required to provide the Tenant with the use of any more than 70 Car Parking spaces at any one time and, to the avoidance of doubt, if the Tenant specifies any number greater than 70 in its notice to the Landlord served in accordance with paragraph 4.22(A), the notice shall be deemed to require 70 Car Parking spaces exactly.

SCHEDULE 5

Further provisions

5.1 Licences to be obtained

- (A) Any licence, consent or approval required from the Landlord under this Lease is to be obtained before the act or event to which it applies is carried out or done and is effective only when given by deed expressly made collateral to this Lease.
- (B) Whether or not it says so expressly, a requirement to obtain the licence, consent or approval of the Landlord under this Lease includes a requirement to also obtain before the act or event all relevant Consents.

5.2 Estate Common Parts

- (A) The Landlord shall not materially alter the Estate Roads and other access routes across the Estate Common Parts without:
- (i) providing no less than three months' notice to the Tenant of the proposed alteration; and
 - (ii) obtaining the Tenant's prior approval (such approval not to be unreasonably withheld or delayed),

PROVIDED THAT the Landlord shall ensure that sufficient areas of the Estate Common Parts and sufficient access routes are available for use by the tenant to enable the Tenant or any lawful sub tenant or other occupier to undertake its lawful usual business at the Premises without a materially detrimental effect on such business.

5.3 No implied warranty

Nothing contained or implied in this Lease or in any licence, consent or approval given by the Landlord is to be taken to be a covenant, warranty or representation by the Landlord or its agents that the Premises can be or are fit to be used for the Permitted Use or any other purpose or that any alteration or addition or change of use which the Tenant may intend to carry out will not require relevant Consents.

5.4 Landlord covenants

(A) The Landlord shall give the Tenant notice of its intention to assign or sell the Reversion and shall not assign or sell the Reversion without first complying with the provisions of Schedule 7, provided that this paragraph 5.4(A) does not apply:

- (i) if the Tenant is not either RB Pharmaceuticals Limited or another member of the Indivior Group; or
- (ii) to any transfer or assignment of the Reversion by the Landlord to members of the same group.

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(B) The Landlord consents to the Tenant applying for the entry of a restriction in the following form against each of the Landlord's registered titles to the Reversion:

"No transfer of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of Schedule 5 paragraph 5.4(A) of an agreement dated 2014 and made between Reckitt Benckiser Healthcare (UK) Limited (1) and RB Pharmaceuticals Limited (2) have been complied with or that they do not apply to the disposition."

and the Tenant consents to the Landlord applying to remove this restriction when the Tenant ceases to be RB Pharmaceuticals Limited or another member of the Indivior Group.

5.5 Unwanted property

If after the end of the Term any property remains on the Premises or the Estate the Landlord may either in so far as the same is annexed to the Premises treat it as having reverted to the Landlord or as the agent of the Tenant (and the Landlord is appointed by the Tenant to act in that behalf) remove, store, and sell such property and then hold the proceeds of sale after deducting the reasonable and proper costs and expenses of removal, storage and sale incurred by it to the order of the Tenant and the Tenant shall indemnify the Landlord against liability incurred by it to any third party whose property is dealt with by the Landlord.

5.6 No implied easements

Except as expressly set out, this Lease does not confer upon or include by reason of section 62 of the Law of Property Act 1925 or otherwise in favour of the Tenant any right, privilege, estate or interest in, through, over or upon any land or property adjoining or near to the Premises.

5.7 Costs

Costs payable to the Landlord or against which the Landlord is entitled to be indemnified under this Lease include but are not limited to all solicitors', surveyors', architects' and other fees, disbursements and irrecoverable VAT and other expenditure properly incurred by the Landlord on its own account or by the local or any other competent authority or the insurers or any other person interested in the Premises.

5.8 Arrears

Where the Landlord agrees to the Tenant deferring to some later date any amount falling due under this Lease, such later date shall be deemed to be the due date for payment for the purpose of section 17 of the Landlord and Tenant (Covenants) Act 1995.

5.9 Exclusion of liability

The Landlord shall not be liable or responsible to the Tenant or any person deriving title under it or any occupier of the Premises or their respective employees, agents, visitors or licensees for any loss, injury, damage, nuisance, annoyance or inconvenience which may

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be sustained either personally or to their property caused in whole or in part by any failure of or defect in any plant, machinery, conduits or services in the Premises.

5.10 Interest rates

If it ceases to be practicable to determine interest rates by reference to the base rate of Barclays Bank PLC the Landlord may specify a reasonable alternative.

5.11 Contracts (Rights of Third Parties) Act 1999

The parties do not intend that any provision of this Lease is to be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to it or a successor of such a party.

5.12 No waiver

No demand for or receipt of rent, no grant of any licence, consent or approval and no acceptance of any document for registration under this Lease by the Landlord or its agent with notice of a breach of any of the tenant covenants in this Lease is or is to be deemed to be a waiver, wholly or partially, of any such breach but any such breach shall be deemed a continuing breach of covenant and neither the Tenant nor any person taking any estate or interest under or through the Tenant may set up any such demand, receipt, grant or acceptance in any action for forfeiture or otherwise.

5.13 Entire agreement

- (A) This Lease constitutes the whole and only agreement between the parties relating to the subject matter of this Lease.
- (B) Each party acknowledges that in entering into this Lease, it is not relying upon any pre-contractual statement which is not set out in this Lease other than those contained in any written replies that the Landlord's solicitors have given to the CPSE 1 issued by the Tenant and dated 13 October 2014 and written replies dated 16 October 2014 to the Tenant's further enquiries dated 15 October 2014.
- (C) Subject to the provisions of paragraph 5.13(B) and except in the case of fraud or negligence, no party shall have any right of action against any other party to this Lease arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in this Lease.
- (D) For the purposes of this paragraph 5.13, "pre-contractual statement" means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of this Lease made or given by any person at any time prior to this Lease becoming legally binding.

5.14 Notices

- (A) Any notice to be given under or in connection with this Lease shall be:

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- (i) in writing (which for this purpose shall not include e-mail or fax); and
- (ii) delivered by hand or sent by first class post, special delivery or recorded delivery to the addressee at its registered office or such other address as previously notified in writing to the giver of the notice by the addressee.
- (B) In the absence of evidence of earlier receipt, a notice given in accordance with paragraph 5.14(A)(ii) deemed to be given:
- (i) if delivered by hand before 5.00pm on a Business Day, on the day it is delivered;
- (ii) if delivered by hand after 5.00pm on any day, on the first Business Day after the day it is delivered; and
- (iii) if sent by first class post, special delivery or recorded delivery, on the second Business Day after it is posted.

5.15 Jurisdiction

- (A) This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- (B) The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Lease or its subject matter or formation (including non-contractual disputes or claims).

5.16 Invalidity

Each of the provisions of this Lease is separate and severable from the others and if at any time any provision of this Lease is or becomes illegal, invalid or unenforceable, that shall not affect or impair the legality, validity or enforceability of any other provision of this Lease.

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SCHEDULE 6

Right of First Refusal

Part I

Right of First Refusal on proposed assignment or underletting of the whole of the Premises

6.1 Definitions

- (A) In this Schedule 6, the following definitions apply:

"Consideration" the consideration specified for the surrender of this Lease in the Offer (or Revised Offer pursuant to paragraph 6.3(C) of this Part I of this Schedule), whether or not monetary and whether payable by the Landlord or the Tenant;

"Landlord's Warning Notice" a notice in a form complying with the requirements of schedules 3 and 4 of the Order;

"Offer" an offer complying with the provisions of paragraph 6.3(A) of this Part I of this Schedule;

"Order" the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003; and

"Right of First Refusal" the right of first refusal of the Landlord under this Part I of this Schedule.

6.2 Making an Offer

(A) If the Tenant wishes to assign this Lease or underlet this Lease the Tenant must first make an Offer to the Landlord.

(B) The Right of First Refusal operates in respect of each party who is or becomes the Tenant.

6.3 The Offer

(A) An “Offer” for the purposes of this Schedule is an offer to surrender this Lease to the Landlord free from encumbrances (other than any subject to which this Lease was granted) and which:

- (i) is unconditional;
- (ii) is made irrevocably by the Tenant unless and until rejected or treated as rejected by the Landlord pursuant to paragraph 6.3(C) of this Part I of this Schedule;
- (iii) is made in the form set out in Part II of this Schedule;
- (iv) is submitted by the Tenant to the Landlord in duplicate, both parts of which are signed by the Tenant;

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(v) specifies the Consideration; and

(vi) specifies whether any tenant’s fixtures are included and if so itemises them.

(B) Within 25 Business Days of receipt (or deemed receipt) of an Offer, the Landlord shall be entitled (but not obliged) to give notice in writing to the Tenant stating either:

- (i) that it does not wish to accept the Offer in which event the provisions of paragraph 6.3(C) will apply; or
- (ii) that it is minded to accept the Offer at the Consideration, subject to compliance with section 38A(4) of the Landlord and Tenant Act 1954 in which event subject to compliance by the Landlord and the Tenant with paragraph 6.4 the Landlord will accept the Offer in accordance with paragraph 6.5 within 5 (five) Business Days of compliance by the Tenant with the provisions of paragraph 6.4(B);

(C) In the event (i) the Landlord declines to accept the Offer pursuant to paragraph 6.3(B)(i) or (ii) at the expiry of the 25 Business Days’ period specified in paragraph 6.3(B) the Landlord has not notified the Tenant that it is minded (subject to compliance with Section 38A(4) of the Landlord and Tenant Act 1954) to accept a surrender of this Lease and the Offer is thereby treated as rejected by the Landlord or (iii) the Landlord has not within 20 Business Days after notifying the Tenant pursuant to paragraph 6.3(B)(ii) that it is minded to accept the Offer then complied with the provisions of Section 38A(4) of the Landlord and Tenant Act 1954 and paragraph 6.4(A) and following compliance by the Tenant with paragraph 6.4(B) accepted the Offer pursuant to paragraph 6.5, the Tenant may assign or underlet this Lease to a third party for a consideration determined by the Tenant, provided that:

- (i) the Tenant must comply with the provisions of paragraph 3.20 (other than paragraph 3.20(E)) of Schedule 3;
- (ii) the Tenant shall keep the Landlord fully informed of its negotiations with third parties in respect of any proposed assignment or underletting, including promptly disclosing drafts of any heads of terms (provided that such heads of terms may be redacted by the Tenant if the Tenant reasonably considers it to be necessary, save that the key terms including the consideration must be disclosed to the Landlord);
- (iii) the third party transaction must be bona fide and on arm’s length terms; and
- (iv) if the proposed assignment or underlease to a third party would be for less than the Consideration specified in the Offer, the Tenant must first offer to surrender this Lease to the Landlord for the price which has been agreed with the proposed assignee or undertenant (the “Revised Offer”) and the Landlord shall be entitled but not obliged within 10 Business Days of receipt (or deemed receipt), time being of the essence, of the Revised Offer to decline the Revised Offer or to notify the Tenant that it is minded to accept the Revised Offer subject to compliance with Section 38A(4) of the Landlord and Tenant Act 1954. In the event that the Landlord fails to respond to the Revised Offer within the said 10 Business Day period the Revised Offer will be treated as having been rejected by

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the Landlord. The Revised Offer shall comply in all respects with the provisions of paragraph 6.3(A) subject to any necessary revisions to the form set out in Part II of this Schedule and the Consideration for the purposes of the Revised Offer shall be the consideration for which the Tenant is intending to dispose of this Lease whether monetary or not monetary and the terms of this paragraph (C) apply to the Revised Offer as if it were an Offer, save in respect of the time in which the Landlord must notify the Tenant of whether it intends to accept.

6.4 Advance validation of the Offer or Revised Offer

(A) The Offer or Revised Offer is only capable of acceptance by the Landlord if it is preceded by compliance with section 38A(4) of the Landlord and Tenant Act 1954 and the service by the Landlord of a Landlord’s Warning Notice on the Tenant in relation to the offer to surrender this Lease contained in the Offer or Revised Offer.

(B) In response to any Landlord’s Warning Notice and as a precondition to the acceptance of an Offer or Revised Offer, the Tenant must first have made a declaration or statutory declaration as appropriate in a form complying with the requirements of schedule 4 of the Order, such declaration or statutory declaration to be provided to the Landlord within 10 Business Days of receipt of the Landlord’s Warning Notice.

- (C) For the avoidance of doubt, neither the service of a Landlord's Warning Notice nor the making of a declaration or statutory declaration by the Tenant pursuant to paragraph 6.4(C) will bind the Landlord to accept the Offer or Revised Offer.

6.5 Acceptance of the Offer or Revised Offer

- (A) The method of acceptance of the Offer or Revised Offer by the Landlord is to be effected by the return to the Tenant of one part of the Offer or Revised Offer duly signed by or on behalf of the Landlord, with a reference to the Landlord's Warning Notice and the Tenant's declaration or statutory declaration endorsed on it in compliance with the requirements of schedule 4 of the Order. The Offer or Revised Offer shall be accepted within 5 (five) Business Days of the Tenant making a declaration or statutory declaration as appropriate in accordance with paragraph 6.4(B) and providing a copy of the same to the Landlord.
- (B) If the Offer or Revised Offer is duly accepted by the Landlord:
- (i) the Tenant will surrender and yield up to the Landlord and the Landlord will accept a surrender of the Premises so that the Term created by this Lease will merge in the reversion immediately expectant on this Lease;
 - (ii) completion of the said surrender is to take place on the date 20 Business Days after the date that the Offer or Revised Offer is accepted by the Landlord or on such earlier date as the Landlord may prescribe;
 - (iii) on completion of the surrender, the Consideration is to be paid;

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- (iv) the surrender is to be in such form as the Landlord reasonably requires, reciting the Consideration, and shall not relieve the Tenant from any subsisting liability under or in connection with this Lease up to the time of the surrender;
 - (v) the Premises shall be surrendered with vacant possession, provided that the Tenant will not be in breach of this requirement if there remains on the Premises any of the Tenant's loose chattels fixtures or fittings of a minor or inconsequential nature; and
 - (vi) the Standard Commercial Property Conditions (Second Edition) are to apply to the agreement for the surrender constituted by the acceptance by the Landlord of the Offer or Revised Offer.
- (C) On completion of the surrender:
- (i) the Tenant will hand over to the Landlord:
 - (a) this Lease;
 - (b) the duly executed original of the deed of surrender;
 - (c) duly executed discharges in form DS1 of all registered charges (if applicable);
 - (d) certificates of non-crystallisation in respect of any floating charges (if applicable); and
 - (e) duly executed deeds of release in respect of any equitable charges (if applicable); and
 - (f) the Landlord will hand over to the Tenant the duly executed counterpart of the deed of surrender.

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Part II

Prescribed form of offer

To the Landlord, and to whom it may concern

Right of First Refusal in the Lease dated [] 2014 and made between (1) Reckitt Benckiser Healthcare (UK) Limited and (2) RB Pharmaceuticals Limited (the "Lease") relating to the right of the Landlord to require a surrender of the Lease if the Tenant wishes to assign or underlet

Take notice that we, the Tenant, having made a decision to dispose of the Lease by way of assignment or underletting to a third party make an Offer to you in accordance with Part I of Schedule 6 of the Lease on the following terms:

- (A) the Consideration is [];
- (B) the Offer [excludes tenant's fixtures] [includes the tenant's fixtures itemised in the attached list];
- (C) if the Offer is not accepted by you, it is intended to assign or underlet the Lease, subject to the provisions of paragraph 3.20 (other than paragraph 3.20 (E)) of Schedule 3 and the provisions of Part I of Schedule 6 of the Lease to a third party;
- (D) this notice constitutes an Offer to you to surrender the Lease for the Consideration, capable of acceptance by you in accordance with the provisions of Part I of Schedule 6 of the Lease;

- (E) the terms of Part I of Schedule 6 of the Lease are incorporated by reference into this Offer; and
- (F) the words and expressions designated by initial capital letters in this Offer are defined in Part I of Schedule 6 of the Lease and have the same meanings in this Offer.

You have **25 Business Days** to notify us that you are minded to accept the Offer and thereafter to serve a Landlord's Warning Notice on us, and to then accept this Offer by signing the duplicate of this letter, or another copy of it, in a manner indicating acceptance and sending it to us within 5 Business Days following the date on which you receive our Landlord and Tenant Act 1954 declaration or statutory declaration.

This Offer is not capable of acceptance unless and until section 38A(4) of the Landlord and Tenant Act 1954 has been complied with in accordance with paragraph 6.4(A) of Part I of Schedule 6 of the Lease.

You are referred to Part I of Schedule 6 of the Lease as to your rights, and the consequences of failure to accept this Offer in time or to comply with the conditions of exercise of the Right of First Refusal.

Dated []

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[The Tenant]

We acknowledge receipt of the Offer of which this is the duplicate [a copy], and having:

given a Landlord's Warning Notice in respect of the Offer; and

received from you on [insert date] a [declaration] [statutory declaration] in a form complying with the requirements of section 38A(4) of the Landlord and Tenant Act 1954, in response;

we accept the Offer.

[The Landlord]

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SCHEDULE 7

First Right of Refusal

Part I

Right of First Refusal on proposed sale of the freehold title of the Premises

7.1 Definitions

- (A) In this Schedule 7, the following definitions apply:

"Consideration" the consideration specified for the Reversion in the Offer (or Revised Offer pursuant to paragraph 7.3(C)(iii) of this Part I of this Schedule), whether or not monetary;

"Offer" an offer complying with the provisions of paragraph 7.3 of this Part I of this Schedule; and

"Right of First Refusal" the right of first refusal of the Tenant under this Part I of this Schedule.

7.2 Making an Offer

- (A) If the Landlord wishes to sell the Reversion the Landlord must first make an Offer to the Tenant.
- (B) The Right of First Refusal operates in respect of each party who is or becomes the Landlord.

7.3 The Offer

- (A) An **"Offer"** for the purposes of this Schedule is an offer to sell the Reversion to the Tenant free from encumbrances (other than this Lease and the Title Matters) and which:
- (i) is unconditional;

- (ii) is made irrevocably by the Landlord unless and until rejected or treated as rejected by the Tenant pursuant to paragraph 7.3(C) of this Part I of this Schedule;
 - (iii) is made in the form set out in Part II of this Schedule;
 - (iv) is submitted by the Landlord to the Tenant in duplicate, both parts of which are signed by the Landlord;
 - (v) specifies the Consideration;
 - (vi) specifies whether any landlord's fixtures are included and if so itemises them.
- (B) Within 25 Business Days of receipt (or deemed receipt of an Offer), the Tenant shall be entitled (but not obliged) to give notice in writing to the Landlord stating either:

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- (i) that it rejects the Offer in which event the provisions of paragraph 7.3(C) will apply; or
 - (ii) that it wishes to accept the Offer.
- (C) In the event (i) the Tenant declines to accept the Offer pursuant to paragraph 7.3(B)(i) or (ii) at the expiry of the 25 Business Days' period specified in paragraph 7.3(B) the Tenant has not notified the Landlord that it wishes to acquire the Reversion and the Offer is thereby treated as rejected by the Tenant or (iii) the Tenant has not within 5 (five) Business Days after notifying the Landlord pursuant to paragraph 7.3(B)(ii) that it wishes to accept the Offer then accepted the Offer pursuant to paragraph 7.4, the Landlord may dispose of the Reversion to a third party for a consideration determined by the Landlord and which may be less than the Consideration specified in the Offer provided that:
- (i) the Landlord shall keep the Tenant fully informed of its negotiations with third parties in respect of any transfer of the Reversion, including promptly disclosing drafts of any heads of terms (provided that such heads of terms may be redacted by the Landlord if the Landlord reasonably considers it to be necessary, save that the key terms including the consideration must be disclosed to the Tenant);
 - (ii) the third party transaction must be bona fide and on arm's length terms; and
 - (iii) if the proposed disposal to a third party would be for less than the Consideration specified in the Offer, the Landlord shall first offer to sell the Reversion to the Tenant for the price which has been agreed with the proposed purchaser of the Reversion (the "Revised Offer") and the Tenant shall be entitled but not obliged within 10 Business Days of receipt (or deemed receipt), time being of the essence, of the Revised Offer to decline the Revised Offer or to accept the Revised Offer. In the event that the Tenant fails to respond to the Revised Offer within the said 10 Business Day period the Revised Offer will be treated as having been rejected by the Tenant. The Revised Offer shall comply in all respects with the provisions of paragraph 7.3(A) subject to any necessary revisions to the form set out in Part II of this Schedule and the Consideration for the purposes of the Revised Offer shall be the consideration for which the Landlord is intending to dispose of the Reversion whether monetary or not monetary and the terms of this paragraph (C) apply to the Revised Offer as if it were an Offer, save in respect of the time in which the Tenant must notify the Landlord of whether it intends to accept.

7.4 Acceptance of the Offer or Revised Offer

- (A) The method of acceptance of the Offer or Revised Offer by the Tenant is to be effected by the return to the Landlord of one part of the Offer or Revised Offer duly signed by or on behalf of the Tenant.
- (B) If the Offer or Revised Offer is duly accepted by the Tenant:
- (i) the Landlord will transfer to the Tenant and the Tenant will accept a transfer of the Reversion;

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- (ii) completion of the said transfer is to take place within 20 Business Days after the date that the Offer or Revised Offer is accepted by the Tenant or on such earlier date as the Tenant may prescribe;
 - (iii) on completion of the transfer, the Consideration is to be paid;
 - (iv) the transfer is to be in such form as the Tenant reasonably requires, reciting the Consideration; and
 - (v) the Standard Commercial Property Conditions (Second Edition) are to apply to the agreement for the transfer constituted by the acceptance by the Tenant of the Offer or Revised Offer, provided that the Landlord shall not be required to transfer the Reversion with the benefit of vacant possession.
- (C) On completion of the transfer:
- (i) the Landlord will hand over to the Tenant:
 - (a) any relevant title deeds, including this Lease;
 - (b) the duly executed original form TR1 or TP1, as applicable;

- (c) duly executed discharges in form DS1 of all registered charges (if applicable);
 - (d) certificates of non-crystallisation in respect of any floating charges (if applicable); and
 - (e) duly executed deeds of release in respect of any equitable charges (if applicable).
- (ii) the Tenant will hand over to the Landlord the duly executed counterpart of form TR1 or TP1, as applicable.

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Part II

Prescribed form of offer

To the Tenant, and to whom it may concern,

Right of First Refusal in the Lease dated []2014 and made between (1) Reckitt Benckiser Healthcare (UK) Limited and (2) RB Pharmaceuticals Limited (the “Lease”) relating to the right of the Tenant to require a transfer of the reversion of the Lease (the “Reversion”) if the Landlord wishes to sell

Take notice that we, the Landlord, having made a decision to sell the Reversion now make an

Offer to you in accordance with Part I of Schedule 7 of the Lease on the following terms:

- (A) the Consideration is [];
- (B) if the Offer is not accepted by you, it is intended to sell the Reversion to a third party;
- (C) this notice constitutes an Offer to you to sell the Reversion for the Consideration, capable of acceptance by you in accordance with the provisions of Part I of Schedule 7 of the Lease;
- (D) the terms of Part I of Schedule 7 of the Lease are incorporated by reference into this Offer; and
- (E) the words and expressions designated by initial capital letters in this Offer are defined in Part I of Schedule 7 of the Lease and have the same meanings in this Offer.

You have **25 Business Days** to accept the Offer by signing the duplicate of this letter, or another copy of it, in a manner indicating acceptance and sending it to us within the aforementioned **25 Business Days**.

You are referred to Part I of Schedule 7 of the Lease as to your rights, and the consequences of failure to accept this Offer in time or to comply with the conditions of exercise of the Right of First Refusal.

Dated []

[The Landlord]

We acknowledge receipt of the Offer of which this is the duplicate and we accept the Offer.

[The Tenant]

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[***]

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Executed as a deed by
RECKITT BENCKISER
HEALTHCARE (UK) LIMITED

)
)
)
)

acting by a director
in the presence of:

)
)

/s/ W R Mordan
Director

Witness’s signature: /s/ Christine Logan

Name (Print): Christine Logan

Occupation: Company Secretary

Address: [***]

Executed as a deed by)
RB PHARMACEUTICALS)
LIMITED)
)
acting by a director)
in the presence of:) Director

Witness’s signature:

Name (Print):

Occupation:

Address:

Executed as a deed by)
RECKITT BENCKISER)
HEALTHCARE (UK) LIMITED)
)
acting by a director)
in the presence of:) Director

Witness’s signature:

Name (Print):

Occupation:

Address:

Executed as a deed by) /s/ Andrew Gawman
RB PHARMACEUTICALS)
LIMITED)
)
acting by a director)
in the presence of:) Andrew Gawman
Director

Witness’s signature: /s/ Steven Lucas

Name (Print): Steven Lucas

Occupation: Solicitor

Address: [***]

THIS EXHIBIT HAS BEEN REDACTED AND IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST. REDACTED MATERIAL IS MARKED WITH [***] AND HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

DATED 23rd December 2014

RECKITT BENCKISER HEALTHCARE (UK) LIMITED

and

RB PHARMACEUTICALS LIMITED

RESEARCH AND DEVELOPMENT SERVICES AGREEMENT

Slaughter and May
One Bunhill Row
London, EC1Y 8YY
(RLC/LBW/JEVS)

RESEARCH AND DEVELOPMENT SERVICES AGREEMENT

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Schedule 1 - RB Services

Schedule 2 - Indivior Services

Schedule 3 - Non-Disclosure Agreements

Schedule 4- List of work orders performed by Indivior under RBH's name

Schedule 5 -Terms of the KWN Office Licence and the KWS Office Licence

THIS AGREEMENT is made 23rd December 2014

BETWEEN:

1. **RECKITT BENCKISER HEALTHCARE (UK) LIMITED** whose registered office is at 103-105 Bath Road, Slough, Berkshire, SL1 3UH (registered in England and Wales No. 00261312) ("**RBH**");

AND

2. **RB PHARMACEUTICALS LIMITED** whose registered office is at 103-105 Bath Road, Slough, Berkshire, SL1 3UH (registered in England and Wales No. 07183451) ("**Indivior**"),

WHEREAS:

- (A) Reckitt Benckiser Group plc ("**RBG**"), the ultimate parent company of RBH, shall demerge its pharmaceuticals business, comprised of RBP Global Holdings Limited ("**RBP Global**") from the rest of its business by way of an indirect dividend demerger (the "**Demerger**"), which will result in the transfer of the entire share capital of RBP Global to Indivior PLC, the ultimate parent company of Indivior at the effective date of the Demerger. The Demerger shall take place on the terms and subject to the conditions set out in a demerger agreement dated 17 November 2014 between RBG, Indivior PLC, RBP Global, RBH and Indivior (the "**Demerger Agreement**").
- (B) In connection therewith, RBH and Indivior have agreed to provide the relevant R&D Services to each other and the other party's Group on the terms of this Agreement.

WHEREBY IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless otherwise specified:

"Ancillary Facilities Agreement"	has the meaning given to it in the Demerger Agreement;
"Business Day"	means a day (other than a Saturday or a Sunday) on which banks are open for business in London, UK and Richmond, Virginia, USA (other than solely for trading or settlement in euro);
"Change Impact Statement"	has the meaning given to it in Clause 9.4;
"Commencement Date"	means the date of this Agreement;
"Contract"	means, with respect to a Third Party Provider, the contract or contractual arrangement between the Provider and such Third
	Party Provider;
"Contract Alteration"	has the meaning given to it in Clause 19.8;
"Defaulting Party"	has the meaning given to it in Clause 18.1;
"Demerger"	has the meaning given to it in the recitals;
"Demerger Agreement"	has the meaning given to it in the recitals;
"Demerger Tax Deed"	means the UK deed of tax covenant to be entered into by (1) RBG and (2) Indivior PLC at the Commencement Date, which contains cross-covenants in relation to each of the RB Group and the Indivior Group's non-US Tax liabilities and sets out how each of the RB Group and the Indivior Group will cooperate with each other in respect of non-US Tax matters following the Demerger;
"Employees and Contractors"	means, in relation to a party, those people employed by that party (or that party's Group) on a full-time, part-time, hired contract or temporary basis;
"Estate"	has the meaning given to it in the FCP Lease;
"Expiry Costs"	means the costs, losses, liabilities and expenses arising out of or in connection with the cessation of provision of the relevant R&D Service (including any amounts in respect of VAT comprised in such costs, losses, liabilities and expenses but only to the extent not recoverable), including, without limitation, the costs or liabilities incurred in connection with terminating any contract in accordance with its terms other than where such cessation or termination is due to any act or omission on the part of the relevant Provider or any member of its Group;
"Expiry Date"	means, in respect of an R&D Service, the earlier of: (i) the date on which the relevant R&D Service Period expires; and (ii) the date on which the relevant R&D Service is terminated pursuant to Clause 18;

“FCP Lease”

means the lease of the fine chemical plant off Dansom Lane, Hull HU8 7DS dated 1 December 2014 and made between (1) RBH and (2) Indivior;

“Force Majeure”

has the meaning given in Clause 20.1;

“Fourth Year Services”

has the meaning given in Clause 20.1;

“Group”

means in relation to the relevant entity:

(A) a parent undertaking or subsidiary undertaking of that entity; or

(B) a subsidiary undertaking of any parent undertaking of that entity,

and **“Group Company”** shall be construed accordingly;

“H&S Procedures”

means the health and safety procedures as set out in the RB Group’s internal work policies;

“IMP”

means investigational medicinal products;

“Indivior Business”

has the meaning given to it in the Demerger Agreement;

“Indivior Group”

means Indivior PLC, Indivior, RBP Global and the companies that are, or will be, subsidiary undertakings of RBP Global or Indivior PLC;

“Indivior Group Member”

means any member of the Indivior Group from time to time;

“Indivior Intellectual Property Rights” means:

(A) any and all Intellectual Property Rights created or developed under the Work Orders; or

(B) any improvement to, or modification of, any Intellectual Property Rights set out in (A) above;

“Indivior Services”

means those services set out in Schedule 2 and **“Indivior Service”** shall be construed accordingly;

“Instalment Dates”

means (i) in respect of the Shared Services Charge, the 15th day of each month or, if such date does not fall on a Business Day, the first Business Day after such date unless the parties agree otherwise and (ii) in respect of the KWN/KWS Charge, means 15 January, 15 April, 15 July and 15 October or, if such date does not fall on a Business Day, the first Business Day after such date;

“Intellectual Property Rights”

means all patents, trade and service marks, trade and service names, logos, copyrights (including, without limitation, rights in computer software), rights in designs, rights in information and rights in databases (whether or not any of these is registered and including any applications for registration of any such thing) and all other intellectual property rights or forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing which subsist anywhere in the world;

“KWN/KWS Charge”

means the charges for the KWN Office Licence and the KWS Office Licence set out in the row marked “Service Charge” in RB R&D Service No.1 in Schedule 1, as amended from time to time in accordance with the terms of this Agreement;

“KWN Office Licence”

means the right to use and occupy the KWN Office Space and (on a non-exclusive basis) the common parts of the Estate including access ways, toilets and kitchens as referred to in Clause 3 on the terms set out in Schedule 5;

“KWN Office Space”

means the office space as at the date of this Agreement occupied by the Recipient Group in the KWN building located at the Estate or as may be relocated within the Estate by the Provider from time to time;

“KWS Office Licence”

means the right to use and occupy the KWS Office Space and (on a non-exclusive basis) the common parts of the Estate including access ways, toilets and kitchens as referred to in Clause 3 on the terms set out in Schedule 5;

“KWS Office Space”

means the office space as at the date of this Agreement occupied by the Recipient Group in the KWS building located at the Estate or as may be relocated within the Estate by the Provider from time to time;

“Licences”

has the meaning given to it in Schedule 5;

“Offices”

has the meaning given to it in Schedule 5;

“Omitted R&D Service”

has the meaning given to it in Clause 9.5;

“Payor”

has the meaning given to it in Clause 11.15;

“Proceedings”

means any proceeding, suit or action arising out of or in connection with this Agreement or with the negotiation, existence, validity or enforceability of this Agreement, whether contractual or non-contractual;

“Provider”

shall be construed in accordance with Clauses 2.1 and 2.2;

“Provider Group”

means, in relation to a Provider, that Provider’s Group;

“Provider Personnel”

means any employees, sub-contractors, agents or delegates (including for the avoidance of doubt, any Third Party Provider) from time to time of the Provider who are engaged in the provision of the Indivior Services or RB Services, as appropriate;

“R&D Facilities”

means the research and development facilities located on the Estate, including laboratory space, a stability oven room and an IMP supply unit;

“R&D Facilities Rules”

means the rules and regulations governing use of the R&D Facilities from time to time;

“R&D Service”

means the RB Services, the KWN Office Licence, the KWS Office Licence or the Indivior Services (as appropriate), to be provided in accordance with this Agreement and each of them as the context so requires (and such other services as may be agreed in writing between the parties to be R&D Services under this Agreement from time to time);

“R&D Service Levels”

means the service levels set out in Clause 10 and “**R&D Service Level**” shall be construed accordingly;

“R&D Service Period”

means, for each R&D Service, the period of time for which such service will be provided, as set out in the row marked “Service Period” in Schedule 1, and for each of the Licences a period of three years, in each case such period to run from the Commencement Date and to include (where the context requires) any periods of extension agreed by the parties in accordance with Clause 10.4 and/or Clause 17;

“RB Controlled Drug Licence”

means the controlled drug licence held by RBH in relation to

operations at Dansom Lane, Hull, HU8 7DS;

“RB IMP Drug Licence”

means the IMP manufacturer’s licence held by RBH in relation to operations at Dansom Lane, Hull, HU8 7DS;

“RB Group”

means Reckitt Benckiser Group plc and its subsidiary undertakings from time to time, but excluding any Indivior Group Member;

“RB Group Member”

means any member of the RB Group from time to time;

“RB Services”

means those services set out in Schedule 1 and “**RB Service**” shall be construed accordingly;

“RBG”

has the meaning given to it in the recitals;

“RBP Global”

has the meaning given to it in the recitals;

“Recipient”

shall be construed in accordance with Clauses 2.1 and 2.2;

“Recipient Group”

means in relation to a Recipient, that Recipient’s Group;

“Regulations”

means, in the United Kingdom, TUPE, in other European Union countries the equivalent local legislation enacted under Council Directive 2001/23/EC, and in any other applicable jurisdiction any equivalent local legislation providing for an automatic transfer of employment in connection with a business transfer or service provision change;

“Regulatory Authority”

means any international, national or local governmental or regulatory body, agency, department, bureau, court or other entity, including the European Medicines Agency, the UK Medicines and Healthcare Products Regulatory Agency and the UK Home Office, having jurisdiction over any of the R&D Services;

“Representative”

has the meaning given to it in Clause 12.2;

“Separation Committee”

has the meaning given to it in the Demerger Agreement;

“Service Charge”

means the KWN/KWS Charge and the Shared Services Charge;

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“Shared Services Charge”

means the charges set out in the row marked “Service Charge” in Schedule 1 (excluding the KWN/KWS Charge), as amended from time to time in accordance with the terms of this Agreement;

“Site Audit”

means an audit or inspection by a Regulatory Authority;

“Tax”

has the meaning given to it in the Demerger Tax Deed;

“Tax Authority”

has the meaning given to it in the Demerger Tax Deed;

“Technical Agreement”

means the technical agreement entered into between the parties on or about the date of this Agreement, as amended and restated from time to time;

“Third Party Consents”

has the meaning given to it in Clause 8.1 and “**Third Party Consent**” shall be construed accordingly;

“Third Party Group Member”

has the meaning given to it in Clause 30.1;

“Third Party Provider”

means any third party supplier who is engaged by any member of the Provider Group to provide goods or services that are used in the provision of access to and use of the R&D Facilities and any R&D Services (or part thereof);

“Transitional Services Agreement”

means the transitional services agreement entered into between (1) Reckitt Benckiser plc and (2) RBP Global on or around the Commencement Date;

“TUPE”

means the Transfer of Undertakings (Protection of Employees) Regulations 2006 (SI 2006/246), as amended from time to time;

“VAT”

means value added tax;

“Visitor”

means any person who is not an employee or contractor of either party or its Group who is proposed to, or does, have access to the R&D Facilities;

“Working Hours”

means 9 a.m. to 5 p.m. on a Business Day; and

“Work Order”

means a work order as agreed between the parties and/or members of the parties’ Groups, whereby a Third Party

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Provider and/or any member of the RB Group have carried and/or will carry out work relating to the Indivior Business (as that term is defined in the Demerger Agreement) in accordance with any agreement between RBH (or any other RB Group Member) and a third party service provider, including without limitation the work orders referenced in Schedule 4.

“Y4 Notice”

has the meaning given to it in Clause 17.2. 1.2.

1.2

In this Agreement, unless otherwise specified:

- (A) references to clauses, sub-clauses, paragraphs, sub-paragraphs, Recitals and Schedules are to clauses, sub-clauses, paragraphs, sub-paragraphs of, and Recitals and Schedules to, this Agreement;
- (B) the Schedules and any attachments form part of this Agreement and the Schedules shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the Schedules. In the event of any conflict between any provision of the body of this Agreement and a Schedule, the provisions of the body of this Agreement shall prevail;
- (C) headings and titles to clauses and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- (D) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted except to the extent that any amendment or modification made after the date of this Agreement would increase or alter the liability of the Provider or the Recipient under this Agreement;
- (E) references to a “company” shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (F) references to a “person” shall be construed so as to include any individual, firm, company, government, state or agency of a state or any joint venture, association or partnership (whether or not having separate legal personality);

- (G) the expression “subsidiary” shall have the meaning given in the Companies Act 2006;
- (H) references to writing shall include any modes of reproducing words in a legible and non-transitory form;
- (I) references to times of the day are to London time and references to a month are to a calendar month;
- (J) references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official, or any legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English legal term; and

- (K) unless specified to the contrary, references to “indemnify” and “indemnifying” any person against any circumstance include indemnifying and keeping him harmless on an after-Tax basis from all actions, claims, demands and proceedings from time to time made against that person and all liabilities, loss, damages, payments, costs and expenses made or incurred by that person to the extent that they arise directly in consequence of that circumstance.

2. THE PROVIDER AND THE RECIPIENT

- 2.1 RBH is the Provider and Indivior is the Recipient to the extent that the provisions of this Agreement relate to the provision of the RB Services and/or access to the R&D Facilities.
- 2.2 Indivior is the Provider and RBH is the Recipient to the extent that the provisions of this Agreement relate to the provision of the Indivior Services.
- 2.3 The Recipient is entering into this Agreement for and on behalf of itself and as agent for each other member of its Group that is nominated by the Recipient from time to time to have access to and use of the R&D Facilities and receive any R&D Service in relation to such access to and use of the R&D Facilities under this Agreement (each of the Recipient and each such member of the Recipient’s Group being a “**Recipient Group Member**”).

3. RB SERVICES

- 3.1 In consideration of the payment of the relevant Service Charges by Indivior (on behalf of the relevant Indivior Group Member) in accordance with Clause 11 and subject always to Clause 6.3 and Clause 8.4, with effect from the Commencement Date, RBH shall provide each of the RB Services as set out in Schedule 1 of this Agreement to such Indivior Group Member as Indivior may direct for the applicable R&D Service Period.
- 3.2 RBH hereby grants to Indivior and members of the Indivior Group the KWN Office Licence and the KWS Office Licence with effect from and including the Commencement Date on the terms and subject to the conditions of this agreement.
- 3.3 Indivior hereby covenants with the Provider on behalf of itself and members of the Indivior Group on the terms of Schedule 5 in respect of its KWN Office Licence and, separately, its KWS Office Licence.

4. INDIVIOR SERVICES

In consideration of the performance of the RB Services by RBH and subject to Clause 8.4, Indivior shall provide the Indivior Services to such RB Group Member as RBH may direct for the applicable R&D Service Period on the terms and subject to the conditions of this Agreement.

5. ACCESS TO THE R&D FACILITIES

- 5.1 Subject to Clause 5.2, where RBH has provided Indivior with a copy of the R&D Facilities Rules, Indivior shall provide or make available a copy of the R&D Facilities Rules to all its Employees and Contractors who will have access to the R&D Facilities (as relevant) and will use all reasonable endeavours to procure the compliance of all such Employees and Contractors with its terms.
- 5.2 The obligation of Indivior in Clause 5.1 shall only extend to the latest terms of the R&D Facilities Rules with which it has been provided by RBH.
- 5.3 Indivior agrees to put in place, and to provide on request to RBH evidence of, relevant insurance cover, or procure that such relevant insurance cover shall be put in place, with a reputable insurance provider in relation to:
 - (A) any damage to any property or assets of the R8 Group caused by any of its Employees and Contractors during their use of the R&D Facilities pursuant to this Agreement; and
 - (B) any injury to any of its Employees and Contractors while such person is within the R&D Facilities.
- 5.4 RBH hereby grants Indivior, any Indivior Group Member and Indivior’s Employees and Contractors the right to use such roads, accessways and passages on the Estate that are, from time to time, available for the use in common with other occupiers of the Estate and their respective employees, agents, visitors or licensees for the purposes of accessing and using the R&D Facilities, the KWN Office Space and the KWS Office Space pursuant to this Agreement.

6. COMPLIANCE

- 6.1 RBH shall at all times comply with, and procure that the relevant members of its Group comply with, the terms of the RB Controlled Drug Licence and the RB IMP Drug Licence. To the extent relevant to the performance of the Indivior Services and/or access to the R&D Facilities, Indivior undertakes to comply with, and to procure that the relevant members of its Group comply with, the terms of the RB Controlled Drug Licence and the RB IMP Drug Licence that are applicable to Indivior and members of its Group, provided that RBH has provided Indivior with copies of the RB Controlled Drug Licence and the RB IMP Drug Licence and all other information necessary for such compliance.
- 6.2 Each party further undertakes to procure that its Employees and Contractors comply with the terms of the H&S Procedures.
- 6.3 Where RBH reasonably suspects that Indivior may be in breach of, or is engaged in a course of action which is likely to cause a breach of, a term of the RB IMP Drug Licence or an RB Controlled Drug Licence, it shall notify Indivior, specifying the alleged breach and the steps required to remedy or prevent such breach, as applicable. In the event that Indivior is in breach of a term of the the RB Controlled Drug Licence or RB IMP Drug Licence, and where such breach is not remedied within 30 days of such notification, RBH shall have the power to

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suspend the R&D Service relevant to that licence until such time as the breach has been remedied.

- 6.4 Indivior agrees to indemnify and keep indemnified RBH and any member of the RB Group against any expenses, losses, fees, costs and/or liabilities arising as a result of a breach by Indivior of any term of the RB Controlled Drug Licence or the RB IMP Drug Licence, to the extent that such breach was caused by a member of the Indivior Group or any of its Employees and Contractors.
- 6.5 RBH agrees to indemnify and keep indemnified Indivior and any member of the Indivior Group against any expenses, losses, fees, costs and/or liabilities arising as a result of a breach by RBH of any term of the RB Controlled Drug Licence or the RB IMP Drug Licence, to the extent that such breach was caused by a member of the RB Group or its Employees and Contractors.
- 6.6 The provisions of Schedule 4 of the Demerger Agreement shall apply in relation to the making of any claim under the indemnities in Clauses 6,4 and 6.5.
- 6.7 The parties agree to comply with the provisions of the Technical Agreement.
- 6.8 If there is any inconsistency between the terms and conditions set out in this Agreement and the terms and conditions set out in the Technical Agreement with respect to quality-related procedures, the terms and conditions of the Technical Agreement shall prevail to the extent of the inconsistency. If there is any inconsistency between the terms and conditions set out in this Agreement and the terms and conditions set out in the Technical Agreement with respect to commercial matters, including, without limitation, allocation of risk, liability and financial responsibility, the provisions of this Agreement shall prevail to the extent of the inconsistency.
- 6.9 Without limiting its other obligations in this Agreement and to the extent legally permissible, RBI-I shall maintain, or shall procure that an RB Group company obtains and maintains, an IMP manufacturer's licence and controlled drug licence of appropriate scope and duration to enable the Recipient to continue to receive the benefit of the RB Services (and including, for the avoidance of doubt, the R&D Facilities) and conduct the Recipient's activities (as such activities were performed by the Recipient or any Recipient Group Member immediately prior to the Commencement Date or as otherwise agreed between the parties from time to time) at the R&D Facilities, for the term of this Agreement, whether an RB Group Member shares such R&D Facilities with an Indivior Group Member or otherwise.

7. SITE AUDITS

- 7.1 A party shall, where it or any member of its Group:
- (A) is proposing to make a submission to a Regulatory Authority for the purposes of approval of a new or revised product that has been, or will be, manufactured at the Estate by or on behalf of such party or any member of its Group; and/or

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(B) considers, in good faith and acting reasonably, that a Site Audit is likely to occur, give notice to the other party as soon as reasonably practicable in advance of that anticipated Site Audit.

- 7.2 Where the other party so requests, a party shall, subject to Clause 21, provide to the other party details of its proposed timetable of future submissions as referred to in Clause 7.1(A) as soon as reasonably practicable following such request. No party shall be under an obligation to disclose any confidential information about its Group or its business under this Clause 7.2 where it reasonably believes that such disclosure will prejudice its business interests.

8. THIRD PARTY CONSENTS

- 8.1 With effect from the Commencement Date, the Provider shall use all reasonable endeavours promptly to maintain (in each case, to the extent not already obtained) for the applicable R&D Service Period such consents, licences, permits, approvals or any agreements of Third Party Providers as are required for the performance of its obligations under this Agreement and for the Recipient Group Members to receive the full benefit of the R&D Services (the "Third Party Consents") and the Recipient Group Member will provide reasonable assistance in connection therewith.
- 8.2 The Provider shall notify the Recipient in writing of each such Third Party Consent and the terms thereof within five Business Days of the later of the date of this Agreement or the receipt by the relevant Provider Group Member of such consent.
- 8.3 The costs of any Third Party Consents shall be borne by the Recipient. Each Provider Group Member shall use reasonable endeavours to ensure that the costs associated with the acquisition of any such Third Party Consent are minimised to the fullest extent reasonably practicable.

- 8.4 Subject to Clause 8.5, the Provider shall not be obliged to provide any R&D Service in respect of which any Third Party Consent:
- (A) has been revoked (provided, and to the extent that, it has used all reasonable endeavours in accordance with Clause 8.1 (or clause 18 (Third Party Consents) of the Demerger Agreement as applicable) to obtain and maintain such Third Party Consent) but only to the extent that provision of such R&D Service would cause the Provider to be in breach of the Contract to which the Third Party Consent relates; or
 - (B) the terms of which have been breached (and not remedied within any applicable period for remedy) by the relevant Recipient Group Member (other than where such breach (i) arises in circumstances in which the Provider did not inform the Recipient of the Third Party Consent and the terms thereof or (ii) was caused by an act or omission of the Provider), and, subject to Clause 18.5, this Agreement shall terminate forthwith without liability on the part of the Provider Group Member in respect of that R&D Service but only to the extent that provision of such R&D Service would cause the Provider to be in breach of the Contract to which the Third Party Consent relates.

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- 8.5 If, following negotiations between the Provider and a Third Party Provider for a reasonable period, and in any event for up to two weeks after the Demerger, the Provider fails to obtain a Third Party Consent, or the Third Party Provider otherwise indicates to the Provider that it will not provide the applicable Third Party Consent, the Provider shall notify the Recipient as soon as reasonably practicable. Upon such notification, the parties shall use reasonable endeavours to agree and the Provider shall put in place alternative arrangements such that the Provider may provide the R&D Service in accordance with the terms of this Agreement from the Commencement Date.
- 8.6 The Recipient (on behalf of the relevant Recipient Group Member) agrees to indemnify and keep indemnified the Provider against any expenses, losses, fees, costs and/or liabilities suffered or incurred by the Provider arising as a result of any Third Party Provider claim against the Provider caused by failure by any Recipient Group Member to perform, or comply with, the terms of any Third Party Consent or with the terms of the agreement or agreements to which that Third Party Consent relates, subject to the Recipient having been notified of such terms, up to a maximum of £[***] in aggregate.
- 8.7 The Provider agrees to indemnify and keep indemnified the relevant Recipient Group Member against any expenses, losses, fees, costs and/or liabilities suffered or incurred by the relevant Recipient Group Member arising as a result of any Third Party Provider claim against the Recipient Group Member caused by failure by the Provider to perform, or comply with, the terms of any Third Party Consent or with the terms of the agreement or agreements to which that Third Party Consent relates, up to a maximum of £[***] in aggregate.
- 8.8 The provisions of Schedule 4 of the Demerger Agreement shall apply in relation to the making of any claim under the indemnities in Clauses 8.6 and 8.7.

9. CHANGE CONTROL

- 9.1 Subject to Clause 9.5, nothing in this Agreement shall require the Provider (or any Provider Personnel) to provide any additional service or level of access or service (including, without limitation, capacity levels) to the Recipient Group which the Provider did not provide to any or all of the Recipient Group Members during the 12 months immediately preceding the Commencement Date.
- 9.2 Save for minor variations to the Agreement as may be agreed by the parties' Representatives in accordance with Clause 12.2(B), if either party wishes to make any change to, addition to or deletion of any of the R&D Services and the R&D Service Levels (a "**Change**"), the provisions of this Clause 9 shall apply.
- 9.3 If the Recipient wishes to make any Change, the Recipient shall submit a Change request to the Provider's Representative in respect of that proposed Change.
- 9.4 Subject to Clause 9.5, upon receipt of a request for a Change by the Recipient under Clause 9.3, the Provider shall (acting reasonably) consider such Change request within 10 Business Days (or such shorter period as may reasonably be requested in the Change request (if any), having regard to the reason for and nature of the requested Change) and if the Provider agrees in

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principle to such Change, shall provide the Recipient, within 20 Business Days after the expiry of the relevant period for consideration (or such shorter period as reasonably requested in the Change request (if any), having regard to the reason for and nature of the requested Change), with a report including (but not limited to) the timing and cost impact upon the provision of any R&D Services hereunder and a description of any amendments required to the terms of this Agreement (including its Schedules) required to implement such Change (the "**Change Impact Statement**"). The Recipient shall, within 10 Business Days of receipt of such Change Impact Statement, accept or reject the Change Impact Statement and if no response is received by the Provider from the Recipient within such period, the Change Impact Statement shall be deemed to have been accepted.

- 9.5 Subject to Clause 9.2, if the Recipient makes a Change request under Clause 9.3 within six months of the Commencement Date which is in respect of a service which was provided to the Recipient Group by the Provider at any time in the 12 months immediately preceding the Commencement Date but which is not detailed in Schedule 1 or 2 (as appropriate) (an "**Omitted R&D Service**"), the relevant Provider shall, unless not reasonably practicable to do so and subject to any necessary Third Party Consents having been obtained in accordance with Clause 8.1, provide such service to the relevant Recipient Group Members as soon as reasonably practicable following receipt of the Change request and such Omitted R&D Service shall be deemed to form part of the R&D Services. Contemporaneously with (and not as a precondition to) the provision of such service, the Provider shall provide a Change Impact Statement to the Recipient as soon as reasonably practicable and in any event within 10 Business Days of receipt of such Change request and the parties agree to negotiate the Service Charge (to the extent that such charge was not taken into account when calculating the Service Charges for the R&D Services excluding the Omitted R&D Service) and service period of such Omitted R&D Service

subject to the Change request in good faith and failing agreement within 10 Business Days of receipt of the Change Impact Statement, the outstanding issues shall be subject to the escalation procedures set out in Clause 12.6.

- 9.6 Save as provided in Clause 9.7, if the Provider wishes to make any Change, the Provider shall submit a Change request to the Recipient's Representative in respect of that proposed Change and shall include with its Change request a Change Impact Statement. The Recipient shall, within 30 Business Days of receipt of such Change Impact Statement, accept or reject the Change Impact Statement and if no response is received by the Provider from the Recipient within such period, the Change Impact Statement shall be deemed to have been accepted.
- 9.7 The Provider may make a Change in its reasonable discretion and without the consent of the Recipient at any time if such Change would not have an adverse effect on the scope of, or R&D Service Levels for, the relevant R&D Service (and the Provider shall notify the Recipient of such Change in writing at least 30 days prior to such Change but, for the avoidance of doubt, a Change Impact Statement shall not be required). This Clause 9.7 shall not affect the ability of any Recipient Group Member at its own cost to contract directly with the relevant Third Party Provider (if any) for continued receipt of the relevant R&D Services at the R&D Service Level. The Recipient hereby agrees that the Provider shall be entitled to participate in such discussions with the Third Party Provider in respect of any such direct contract.

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- 9.8 If the parties accept (or are deemed to have accepted) the Change Impact Statement, both parties shall implement the Change. If, during the implementation of such Change Impact Statement, a technical hindrance occurs, then provided that such technical hindrance (a) was not taken into account in the Change request or the Change impact Statement and (b) could not reasonably have been known at the time of the Change request or the Change Impact Statement was agreed, the Provider shall amend the Change Impact Statement to reflect any changes to it required to avoid or surmount the hindrance and the last sentence of Clause 9.4 shall apply to such amended Change Impact Statement.
- 9.9 Unless otherwise agreed in any Change Impact Statement, the costs of implementing any Change to this Agreement (other than costs of changes to be borne by the Recipient where contracting directly with a Third Party Provider in accordance with the proviso in Clause 9.7) shall be borne by the requesting party.

10. SERVICE LEVELS

- 10.1 Subject to the other provisions of this Clause 10 and Clause 9.7, the Provider shall:
- (A) provide each of the relevant R&D Services to the Recipient Group with reasonable skill and care and in each case at least in a manner consistent with, and (without prejudice to the Provider's rights under Clause 9.7) to a standard and scope which are in all material respects equivalent to, those to which the relevant R&D Service was provided by the Provider to the Indivior Business during the 12 month period prior to the Commencement Date, which standard and scope shall be deemed to include (i) access and use of the R&D Facilities to up to two Employees and Contractors of the Recipient Group in addition to the number of Employees and Contractors of the Recipient Group the subject of the relevant R&D Service during the 12 month period prior to the Commencement Date and (ii) access and use of the KWS Office Space and KWN Office Space to up to a maximum number of 65 Employees and Contractors of the Recipient Group; and
 - (B) not allocate resources in a manner that favours or gives priority to the Provider's use of resources (for itself or other persons to whom it provides services) over uses of such resources to provide the R&D Services or otherwise deprioritise the allocation of resources used to provide the R&D Services to the Recipient Group Members.
- 10.2 The Provider shall comply with all applicable laws and regulations in the provision of the relevant R&D Services.
- 10.3 Notwithstanding Clause 10.1 and subject to Clause 9, the Service Levels applicable to the R&D Services provided by the Provider under Contracts entered into prior to the Commencement Date shall be the service levels as set out in such Contract, if applicable, insofar as such service levels relate to the R&D Services. Nothing in the preceding sentence shall operate to limit the Provider's obligation to meet the Service Levels that relate to R&D Services in respect of any Contract that is entered into after the Commencement Date.
- 10.4 If any R&D Service fails to comply with the relevant R&D Service Levels set out in this Clause 10 or Schedules 1 or 2 (as appropriate), the Recipient, on behalf of the relevant Recipient Group

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Member, shall notify the Provider in writing of such non-compliance, specifying in reasonable detail the particular non-compliance. Without limiting its obligations under this Agreement, the Provider shall promptly re-perform the applicable R&D Service. If, after 10 Business Days of notice to the Provider, the applicable R&D Service continues to fail to meet the applicable R&D Service Levels, without prejudice to any other right or remedy of the Recipient, the Recipient may:

- (A) formally notify the appropriate Provider Representative in writing of such non-compliance, specifying in reasonable detail the particular non-compliance. The respective Representatives shall then determine the course of action in accordance with the provisions set out in Clause 12; and/or
- (B) obtain and/or require the Provider to cooperate promptly and in good faith in obtaining an alternative means of providing such R&D Service or affected component thereof; and/or
- (C) suspend payment of the Service Charges for the period during which such R&D Service fails to meet the applicable Service Levels.

If as a consequence of such failure the date of completion of migration of a R&D Service is after the Expiry Date for such R&D Service then, without prejudice to any other right or remedy of the Recipient, the parties shall, acting reasonably and in good faith, agree an extension to the Expiry Date for such R&D Service.

- 10.5 Any costs incurred by the Provider and the Recipient under Clause 10.3 (subject to the limitations set out in Clause 10.3, where applicable) in:
- (A) re-performing such R&D Service;
 - (B) restoring such R&D Services or such affected component thereof;
 - (C) obtaining an alternative source of such R&D Services or such affected component thereof; shall be borne by the Provider and Recipient Group Member in proportion to which each was responsible for the non-compliance and, failing agreement as to their respective proportions, such dispute shall be escalated.

11. SERVICE CHARGE AND FEES

- 11.1 On or around 1 January (or the first Business Day thereafter) of each calendar year, the Provider shall provide the Recipient on behalf of each relevant Recipient Group Member with the Service Charge in respect of that calendar year based on headcount and space allocation, together with reasonable supporting documentation in respect of the same. The Provider shall as soon as reasonably practicable respond to any reasonable questions for clarification or further information from the Recipient.
- 11.2 The Shared Services Charge shall be divided into one instalment for each month of the calendar year. On each Instalment Date, the Provider shall issue the Recipient or the relevant Recipient Group Member with an invoice in respect of the instalment due. Each instalment will be due and payable by the Recipient (or relevant Recipient Group Member) within [***] of receipt of

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an invoice in respect of that quarter's payment (or where no invoice is issued, within [***] of the relevant Instalment Date). The Recipient will, or will procure that the relevant Recipient Group Member will, pay the relevant instalment by way of credit transfer to the Provider's bank account as notified to the Recipient. In the event that any instalment (in part or in whole) remains unpaid after [***] from the relevant Instalment Date, the Provider shall notify the Recipient (on behalf of the relevant Recipient Group Member) of such non-payment and the Recipient (on behalf of itself or the relevant Recipient Group Member) shall pay any outstanding sums owed to the Provider's bank account as stated on the invoice immediately and in any event within 10 Business Days of the date of receipt of said notice.

- 11.3 Within five Business Days (or such other time as may be agreed by the parties) following the end of each calendar quarter (including, for the avoidance of doubt, 31 December), the Provider shall, acting reasonably, calculate the actual Shared Services Charge due from the Recipient Group based on the actual provision of the relevant R&D Services to and, where applicable, use of the R&D Facilities by the Employees and Contractors of the Recipient Group during that calendar quarter and notify the Recipient in writing of such actual Shared Services Charge together with reasonable supporting documentation in respect of the same. Promptly thereafter the Provider and the Recipient shall review the Shared Services Charge and, if appropriate, adjust the relevant part of the Shared Services Charge payable on subsequent Instalment Dates having regard to such actual Shared Services Charges and, where that review and adjustment takes place at the end of a calendar year, any adjustments will be made, if necessary, to the Shared Services Charge for the following calendar year.
- 11.4 The KWN/KWS Service Charge shall be divided into one instalment for each quarter of the calendar year. On each Instalment Date, the Provider shall issue the Recipient or the relevant Recipient Group Member with an invoice in respect of the instalment due. Each instalment will be due and payable by the Recipient (or relevant Recipient Group Member) within [***] of receipt of an invoice in respect of that quarter's payment (or where no invoice is issued, within [***] of the relevant Instalment Date). The Recipient will, or will procure that the relevant Recipient Group Member will, pay the relevant instalment by way of credit transfer to the Provider's bank account as notified to the Recipient. In the event that any instalment (in part or in whole) remains unpaid after [***] from the relevant Instalment Date, the Provider shall notify the Recipient (on behalf of the relevant Recipient Group Member) of such non-payment and the Recipient (on behalf of itself or the relevant Recipient Group Member) shall pay any outstanding sums owed to the Provider's bank account as stated on the invoice immediately and in any event within 10 Business Days of the date of receipt of said notice.
- 11.5 Within 30 days of the end of each calendar year (or such other time as may be agreed by the parties), the Provider shall, acting reasonably, calculate the actual KWN/KWS Service Charge due from the Recipient Group based on the actual use by the Employees and Contractors of the Recipient Group during the previous calendar year and notify the Recipient of the actual KWN/KWS Service Charge for the previous calendar year. Where there is a difference between the KWN/KWS Service Charge actually charged and the KWN/KWS Service Charge calculated in accordance with this clause, the relevant indebted party shall pay such difference to the party who is owed such difference by no later than 30 June of that year.

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- 11.6 In respect of the relevant R&D Services, during the term of this Agreement and for a period after the termination of provision of the R&D Services (such period being as reasonably required in accordance with the Provider's document retention policy), the Provider shall:
- (A) keep or cause to be kept such records as are reasonably necessary to show the basis for calculation of the Service Charges relating to the relevant R&D Services and all costs of the Provider under this Agreement; and
 - (B) grant reasonable access to the relevant Recipient Group Member and its professional advisers to such records for the purpose of verifying the accuracy of any invoice for the relevant R&D Services or costs (as applicable).
- 11.7 If a verification carried out pursuant to Clause 11.4(8) identifies that:
- (A) any Recipient Group Member has been overcharged for any R&D Services or other item provided under this Agreement or any costs, the Provider shall promptly upon written demand from the Recipient pay to the Recipient (on behalf of the relevant Recipient Group Member) the amount overpaid together with interest thereon in accordance with Clause 11.7 mutatis mutandis; and

- (B) any Recipient Group Member has been undercharged for any R&D Services or other item provided under this Agreement or any costs, the Recipient (on behalf of the Recipient Group Member) shall promptly upon written demand from the Provider pay to the Provider the amount underpaid.
- 11.8 If a Recipient Group Member reasonably believes that it has received an incorrect invoice, it shall within 20 Business Days of receipt of such invoice notify the Recipient who shall then, on behalf of the relevant Recipient Group Member, notify the Provider in writing stating the reason or reasons why it believes the invoice to be incorrect (provided that the Recipient shall pay to the Provider in accordance with Clause 11.1 any part of the amount of such invoice which is not in dispute).
- 11.9 On receipt by the Provider of a notice of a disputed invoice (or part thereof) pursuant to Clause 11.8, the Provider and the Recipient shall thereafter consult promptly with respect to the portion of the invoice that is in dispute and if necessary follow the procedures set out in Clause 12. Upon resolution of the dispute, the Recipient (on behalf of the relevant Recipient Group Member) shall pay any remaining amount that is properly due and owing under the invoice and interest on that amount at [***] per cent. above the base rate of the Bank of England which interest shall accrue from the date on which such sums become due until payment whether before or after judgement.
- 11.10 Notwithstanding Clause 11.9, in the event that the Recipient disputes an amount of any invoice from the Provider of less than £[***], the Recipient (on behalf of the relevant Recipient Group Member) shall pay the invoice in full, and notify the Provider of the dispute in accordance with Clause 11.8. The Recipient and the Provider shall thereafter consult promptly with respect to the portion of the invoice that is in dispute and if necessary follow the procedures set out in Clause 12. Upon resolution of the dispute, if the relevant Recipient Group Member paid money to the Provider in excess of the amount properly due and owing, the Provider shall reimburse the

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relevant Recipient Group Member such amount within 10 days of the date of resolution of the dispute together with interest on that amount at a rate of [***] per cent. above the base rate of the Bank of England (save in respect of disputed amounts subject to Clause 11.8) which interest shall accrue from the date on which such sums were paid by the relevant Recipient Group Member to the relevant Provider Group Member until reimbursement in accordance with this Clause 11.10.

- 11.11 If the Recipient (on behalf of the relevant Recipient Group Member) fails to make payment in accordance with this Clause 11:
- (A) the relevant Recipient Group Member shall pay interest on such part (if any) of the overdue Service Charge as is not the subject of a bona fide dispute (save in respect of disputed amounts subject to Clause 11.10) to the Provider at a rate of [***] per cent. above the base rate of the Bank of England which interest shall accrue from the date on which such sums become due until payment; and
- (B) where the whole or any part of such payment is not the subject of a bona fide dispute (save in respect of disputed amounts subject to Clause 11.10) and remains unpaid for a period of more than 30 days after the due date, the Provider shall be entitled to suspend the performance of the relevant R&D Services (or any of them) until the date of receipt by the Provider of the relevant Service Charges and any interest payable pursuant to Clause 11.11(A) by the Provider.
- 11.12 Any sum payable under this Agreement by the Recipient shall be paid by the Recipient on its own behalf to the extent that the sum relates to the relevant R&D Services which the Recipient receives, and on behalf of another member of the Recipient Group to the extent that the sum relates to the receipt of the relevant R&D Service by another member of the Recipient Group, and shall be received by the Provider.
- 11.13 Each sum payable under this Agreement by the Recipient (on behalf of the relevant Recipient Group Member) to the Provider is exclusive of any amounts in respect of VAT chargeable on the supply for which that sum is the consideration. If anything done by the Provider pursuant to this Agreement constitutes, for VAT purposes, the making of a supply to a Recipient Group Member and VAT is or becomes chargeable on that supply (i) the supplier of that supply shall issue a valid VAT invoice to the recipient of that supply; and (ii) the recipient of that supply shall pay to the supplier, in addition to any amounts otherwise payable under this Agreement, an amount equal to any amount of VAT so chargeable for which the supplier is liable to account. If there is subsequently any adjustment to the consideration for the relevant supply:
- (A) where the adjustment is upward: (i) the supplier shall issue a valid additional or revised VAT invoice; and (ii) the recipient will pay to the supplier an amount equal to any additional VAT arising in respect of the supply for which the supplier is liable to account; and
- (B) where the adjustment is downward (i) the supplier shall issue a valid VAT credit note or a revised VAT invoice; and (ii) the supplier will pay to the recipient an amount equal to

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any reduction in the VAT arising in respect of the supply for which the supplier is liable to account.

- 11.14 Any fees, costs and expenses incurred by the Provider in providing any of the R&D Services and charged to the Recipient (on behalf of the relevant Recipient Group Member) under this Agreement shall not include any amount paid in respect of VAT where that amount is recoverable by the Provider (or another member of the same VAT group as the Provider).
- 11.15 All payments under this Agreement will be made without withholding or deduction for or on account of Tax unless the person making the payment (the “Payor”) is required by applicable law in any jurisdiction to make such payment to the person receiving the payment (the “Payee”) subject to any such withholding or deduction. In that event (and except to the extent that the sum payable constitutes interest), the Payor shall be obliged to pay to the Payee such sum as will, after the deduction or withholding has been made, leave the Payee with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.
- 11.16 If the Payer makes an increased payment pursuant to Clause 11.15 and the Payee determines that:

- (A) a Tax credit, repayment or other Tax benefit is attributable to the increased payment; and
 - (B) the Payee has obtained, utilised and retained that Tax credit, repayment or other Tax benefit, the Payee shall pay an amount to the Payor which the Payee determines will leave it (after that payment) in the same after-Tax position as it would have been in had no such deduction or withholding as is referred to in Clause 11.15 been required to be made by the Payor.
- 11.17 All amounts payable to a party under this Agreement shall be paid in pounds Sterling and in immediately available funds.

12. R&D SERVICE MANAGEMENT AND ESCALATION

- 12.1 In accordance with the terms of the Demerger Agreement, a Separation Committee has been formed to oversee, *inter alia*, the implementation of this Agreement.
- 12.2 With effect from the date of this Agreement, each of the parties shall appoint two representatives (each, a “**Representative**”). The Representatives of each of RBH and Indivior shall be:
- (A) generally responsible for managing the overall performance of that party’s obligations under this Agreement;
 - (B) authorised to agree to any minor variation to, and/or minor waiver in respect of, this Agreement that may be requested from time to time;
 - (C) generally available during (and in exceptional circumstances outside) Working Hours to discuss (whether in person or otherwise) any aspect of this Agreement; and
 - (D) responsible for liaising with the Separation Committee on a regular basis to ensure that any additional issues that arise as a result of the Demerger are considered and accounted for in the implementation of this Agreement.
- 12.3 The Provider’s Representatives shall be the Head of Shared Services and the Head of Quality or such other person who directly reports to such persons as nominated by such persons. The Recipient’s Representative shall be the Head of R&D and the Head of Quality or such other person who directly reports to such persons as nominated by such persons. A party may substitute or replace either or both of its Representatives from time to time (on written notice to the other party) with a person of equivalent business seniority.
- 12.4 Each party shall notify the other of the contact details of its Representatives and shall thereafter promptly notify the other of any temporary or permanent change to the contact details of its Representatives.
- 12.5 Both parties agree that the Representatives of both RBH and Indivior shall convene a meeting, whether in person or by telephone, at such time as agreed between the parties.
- 12.6 Both parties will develop a robust approach to managing all issues relating to this Agreement. The resolution of any disputes arising in relation to this Agreement shall be as follows:
- (A) by referring the matter in dispute to the operational managers in the first instance;
 - (B) if after the expiry of 5 Business Days from such referral the matter remains unresolved, then the matter shall be referred to the Representatives who shall use their respective best endeavours to resolve the dispute in accordance with the intentions behind this Agreement;
 - (C) if after the expiry of 5 Business Days from the time such matter in dispute was referred to the Representatives the matter remains unresolved, then the matter shall be referred to the Separation Committee who shall use their respective best endeavours to resolve the dispute in accordance with the intentions behind this Agreement. Following the termination of the Transitional Services Agreement, this clause 12.6(C) shall not apply and the matter shall be referred in accordance with clause 12.6(D) of this Agreement;
 - (D) if after the expiry of 10 Business Days from the time such matter in dispute was referred to the Separation Committee the matter remains unresolved, then the matter shall be referred to the CEO of each of RBG and Indivior who shall use their respective best endeavours to resolve the dispute in accordance with the intentions behind this Agreement; and
 - (E) if after the expiry of 5 Business Days from time to time the matter in dispute was referred to the CEO of each of RBG and Indivior the matter remains unresolved, the parties (or the relevant one of them) shall then be entitled to bring legal proceedings.

13. INTELLECTUAL PROPERTY

RBH, on behalf of itself and the members of its Group, hereby assigns all right, title and interest in or to Indivior Intellectual Property Rights (whether present or to be created) to Indivior. The RB Group waives any rights in such Indivior Intellectual Property Rights to which it is now or may at any future time be entitled.

14. WORK ORDERS

It is intended by both parties that the Work Orders contained in Schedule 4 relate exclusively to work carried out for or on behalf of Indivior or any Indivior Group Member. Where, in the reasonable and good faith opinion of both parties, one or part of the Work Orders in Schedule 4 relates to work carried out for or on behalf of RBH which does not relate to the Indivior Business (as defined in the Demerger Agreement), Indivior shall (or shall procure that the relevant Indivior Group Member shall) promptly assign any Intellectual Property Rights relating to that Work Order (or part thereof) that does not relate to the Indivior Business back to RBH.

15. DAMAGE TO EQUIPMENT AND PROPERTY

- 15.1 Subject to Clause 15.2, the Recipient or the relevant member of the Recipient Group shall be liable for any damage which such person has caused to the equipment of the other party or the relevant member of the Provider Group.
- 15.2 No party shall be liable for any damage to the equipment if the relevant Representative can prove on behalf of the Provider or the relevant member of the Recipient Group, as appropriate, that:
- (A) the damage was not caused by any wilful misconduct of any employee or contractor of the relevant party; and
 - (B) the employee or contractor of the relevant party who was alleged to have caused the damage followed the relevant procedures as set out in the R&D Facilities Rules.

16. PERSONNEL

- 16.1 As soon as reasonably practicable after the Commencement Date, Indivior will employ or engage a suitably qualified individual to act as “quality auditor” who shall assume responsibility of the cGMP audit of third party suppliers. This individual shall be nominated by Indivior and agreed by RBH (such agreement not to be unreasonably withheld).
- 16.2 The parties intend and believe that on the cessation of the provision of the Indivior Services or RB Services, as appropriate, including without limitation, on the termination of this Agreement, it shall not constitute a service provision change for the purposes of the Regulations. Accordingly, the Provider shall ensure that none of its employees are assigned to the provision of Indivior Services or RB Services, as appropriate.

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- 16.3 If, as a result of the cessation of the provision of the Indivior Services or RB Services, as appropriate, as contemplated by this Agreement the contract of employment of any person who is an employee of a member of the Provider Group is found or alleged to have effect after the date of cessation as if originally made with a member of the Recipient Group, then that member of the Recipient Group may terminate the employment of the person concerned and the Provider will indemnify the relevant member of the Recipient Group against the direct and indirect costs of that person’s employment after the date of cessation, the termination of that employment and any other liabilities or costs relating to that person which transfer to the member of the Recipient Group under Regulation 4 of TUPE, provided that the member of the Recipient Group terminates that person’s employment within six months of the date of cessation of the relevant service.
- 16.4 Each Recipient Group Member shall not, and shall use reasonable endeavours to procure that none of its employees (nor any sub-contractors, agents or visitors of a Recipient Group Member) shall, cause any injury to any person involved in the provision of the Indivior Services or RB Services, as appropriate, or in the operation of the business of the Provider (or of any other party in occupation of the R&D Facilities) or damage to any of the equipment of the Provider or other property (including conduits, pipes, cables and the like) to which the Recipient Group Members are given access or which are used by a Recipient Group Member for or in connection with the provision to a Recipient Group Member of the Indivior Services or RB Services, as appropriate. The Recipient (on behalf of the relevant Recipient Group Member) shall be responsible for, and shall indemnify the Provider in respect of, all losses, claims, demands, actions, proceedings, damages, costs or expenses, or other liability arising from any breach or non-observance of the obligations contained in this Clause 16.4.
- 16.5 The Provider shall not, and shall use reasonable endeavours to procure that none of its employees (nor any sub-contractors, agents or visitors of the Provider) shall, cause any injury to any person involved in the receipt of the Indivior Services or RB Services, as appropriate, or in the operation of the business of the Recipient Group Members (or of any other party in occupation of the R&D Facilities) or damage to any of the equipment of the Recipient Group Members or other property (including conduits, pipes, cables and the like) to which the Provider is given access or which are used by the Provider for or in connection with the provision to the Recipient of the Indivior Services or RB Services, as appropriate. The Provider (on behalf of the relevant Provider Group Member) shall be responsible for, and shall indemnify the Recipient in respect of, all losses, claims, demands, actions, proceedings, damages, costs or expenses, or other liability arising from any breach or non-observance of the obligations contained in this Clause 16.5.
- 16.6 To the extent that the obligations of the Provider in connection with the Indivior Services or RB Services shall be to make available to the Recipient Group Members any Provider Personnel to work under the direct supervision and control of the Recipient Group Members, the Recipient (on behalf of the relevant Recipient Group Member) hereby agrees to indemnify and shall keep indemnified the Provider from and against any and all loss, damage or liability suffered by the Provider as a result of any act or omission of such personnel which occurs at a time when such personnel are acting under the direct supervision and control of a Recipient Group Member, other than when such acts or omissions occur at a time when the Provider Personnel are acting

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outside the scope of their employment or the instructions of the Recipient Group Members or carry out their duties without reasonable skill and care. In such cases, the Provider hereby agrees to indemnify and shall keep indemnified the Recipient Group Members from and against any and all loss, damage or liability suffered by such member as a result of any such act or omission of any Provider Personnel.

- 16.7 The Recipient (on behalf of the Recipient Group Members) undertakes to the Provider (for itself and on behalf of the Provider Group Members) that it will not, and shall procure that each member of the Recipient Group will not, within 12 months after the date on which the Indivior Services

or RB Services, as appropriate, cease to be provided, solicit or entice away any person who has been engaged in the provision of the Indivior Services or RB Services, as appropriate, and is employed in a senior, technical or managerial role or above from the employment of any member of the Provider Group (save where such solicitation or enticement is as a result of a response by such person or persons to advertisements not specifically targeted at such persons or to persons employed by any member of the Provider Group from time to time).

17. TERM

- 17.1 This Agreement shall come into effect on the Commencement Date and, subject to Clauses 18 and 20, shall continue in force in respect of each R&D Service until the applicable Expiry Date and (save as expressly stated in this Agreement) shall terminate:
- (A) on the Expiry Date of the last remaining R&D Service, save that any R&D Service Period may be extended by any period agreed between the parties in writing; or
 - (B) if a period following the Expiry Date of the last remaining R&D Service is set by Indivior under and in accordance with Clause 17.2, the expiry of such period.
- 17.2 Upon receipt of a written notice (the “**Y4 Notice**”) to request the provision of such R&D Services by no later than the second anniversary of this Agreement, RBH shall provide or procure the provision of, for a period of up to one year following the Expiry Date of the last remaining R&D Service (such period to be set by Indivior), any or all of the RB Services (and including, for the avoidance of doubt, the R&D Facilities) as requested by Indivior (the “**Fourth Year Services**”) to a level which is in all material respects equivalent to the R&D Service Levels applicable during the 12 month period prior to the Expiry Date of the last remaining R&D Service, provided that:
- (A) RBH shall have the right, following prior consultation with Indivior, to determine, acting reasonably and in good faith, the location of the provision of such RB Services and the manner of provision of such RB Services; and
 - (B) RBH shall have the right, acting reasonably and in good faith, to increase the Service Charge(s) by the amount of any increased costs incurred by RBH resulting directly from the provision (including all arrangements necessarily made for such provision) of the Fourth Year Services, such cost increase to be limited to the reasonable costs associated with providing the equivalent R&D Services on the basis of a facility shared between RB

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and Indivior, equivalent to the arrangements applicable during the 12 month period prior to the Expiry Date of the last remaining R&D Service.

- 17.3 Indivior shall be liable to pay to RBH an amount equal to any costs reasonably incurred by either RBH or the RB Group during the period from the Commencement Date until the earlier of the Y4 Notice and the second anniversary of this Agreement in maintaining the option for Indivior to be able to request the provision of the Fourth Year Services, which costs Indivior shall pay to RBH within [***] of receipt of a written invoice, such costs to be limited to the reasonable costs associated with providing a shared facility equivalent to the arrangements under which the R&D Service is provided. Such liability of Indivior shall cease in the event that Indivior gives irrevocable written notice that it does not intend to request Fourth Year Services, in which case Indivior’s right to request such services shall lapse.

18. TERMINATION

- 18.1 Either the Provider or the Recipient may, without prejudice to any other rights or remedies which it may have generally and, in particular, the right to damages, terminate this Agreement forthwith by notice in writing to the other party (the “**Defaulting Party**”) if:
- (A) the Defaulting Party repudiates this Agreement or is in material breach of this Agreement and such breach, if capable of remedy, is not remedied within 30 days of receiving notice from the first party specifying the breach and requiring the same to be remedied;
 - (B) the board of the Defaulting Party proposes, or the Defaulting Party makes, any scheme of arrangement or composition with its creditors and that arrangement is not terminated or discharged within 14 days, save that no right to terminate will arise in respect of any arrangement commenced for the purpose of a solvent amalgamation or reconstruction with the prior consent of the other party (such approval not to be unreasonably withheld or delayed);
 - (C) the Defaulting Party is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or ceases to trade;
 - (D) a resolution is passed or a petition presented for the winding-up of the Defaulting Party (and is not withdrawn within 14 days) other than for the purposes of a reconstruction or amalgamation, during the course of which the Defaulting Party remains capable of performing in full its obligations under this Agreement, and the terms of which have previously been approved in writing by the first party (such approval not to be unreasonably withheld or delayed);
 - (E) a resolution is passed for the appointment, or the appointment is otherwise made, of a receiver, manager or like person over the whole or any material part of the property or assets of the Defaulting Party or a resolution is passed or a petition presented for the making of an administration order or an administration order is otherwise made in relation to the Defaulting Party; or
 - (F) the circumstances set out in Clause 20.3 apply.

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- 18.2 Subject to Clause 18.4, the Recipient may terminate all of the R&D Services on six months’ prior written notice to the Provider.

- 18.3 Subject to Clause 18.4, the Recipient may terminate any of the R&D Services on three months' prior written notice to the Provider, without effect on the performance of each of the remaining R&D Services. For the avoidance of doubt, if the Recipient notifies the Provider of the termination of only one of the R&D Services, such termination shall not preclude the Provider from performing each of the other remaining R&D Services until the Expiry Date.
- 18.4 The Expiry Costs (if any) arising on termination of any R&D Service pursuant to Clauses 18.2 and 18.3 as prior to the relevant Expiry Date shall be borne by the Recipient PROVIDED THAT the Provider has used its reasonable endeavours to minimise the amount of such Expiry Costs.
- 18.5 In the event of termination pursuant to any provision of this Agreement, all the rights and obligations of the parties shall forthwith cease, except for Clauses 1, 21, 26.1 and 30.1 (and any other provision of this Agreement expressly stated to survive termination of this Agreement) which shall continue in full force and effect without limit in time. Termination of this Agreement shall not affect any rights, liabilities or remedies arising under this Agreement prior to such termination.

19. LIABILITY

- 19.1 All warranties and representations relating to R&D Services whether express or implied, statutory or otherwise, are hereby excluded to the maximum extent permitted by law save as set out expressly in this Agreement.
- 19.2 The Provider shall not be liable for any failure to provide, or for any delay in the provision of, or any failure to meet any R&D Service Levels in respect of any R&D Service to the extent that such failure or delay is caused, or to the extent such failure or delay is contributed to, by a Recipient Group Member or any of a Recipient Group Member's respective officers, directors, employees, contractors, sub-contractors, agents or other representatives.
- 19.3 Subject to Clause 19.5, the maximum liability of RBH and any member of the RB Group whether in contract, tort (including without limitation negligence and breach of statutory duty), under any indemnity or otherwise arising out of or in connection with this Agreement and the Transitional Services Agreement shall be £[***] in aggregate.
- 19.4 Subject to Clause 19.5, the maximum liability of Indivior and any member of the Indivior Group whether in contract, tort (including without limitation negligence and breach of statutory duty) or otherwise arising out of or in connection with this Agreement and the Transitional Services Agreement shall be £[***] in aggregate.
- 19.5 The Provider on the one hand, or the Recipient Group Members, on the other hand shall not be liable to the other, whether in contract, tort (including without limitation negligence and breach of statutory duty), under any indemnity or otherwise for:

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- (A) any indirect or consequential loss or damage;
 - (B) any loss of profits, loss of revenue, loss of use, loss of anticipated savings, loss of goodwill or loss of contracts or any loss arising from damaged, corrupted or lost data (in each case whether direct or indirect or consequential); or
 - (C) any punitive or exemplary damages.
- 19.6 Neither the Provider nor the Recipient Group Members excludes or limits its liability for fraud or for death or personal injury caused by its negligence or that of its employees or agents or for breach of the obligations arising from section 12 of the Sale of Goods Act 1979, for wilful misconduct or intentional breach of this Agreement or wilful abandonment of this Agreement or for intentional breach of Clause 21 or wilful abandonment of its obligations under Clause 21.
- 19.7 The Provider shall be entitled to suspend the provision of any R&D Services in order that routine or emergency maintenance work be performed on the R&D Facilities, PROVIDED THAT the Provider shall provide the Recipient with reasonable prior notice of any routine maintenance (and, to the extent reasonably practicable in the circumstances, emergency maintenance) which it considers will or is reasonably likely to lead to suspension of the provision of the R&D Facilities and any R&D Services in accordance with this Clause 19.7. The Provider shall use reasonable endeavours to conduct such maintenance in a manner that minimises disruption to the remaining R&D Services.
- 19.8 Nothing in this Agreement shall preclude the Provider from changing Third Party Provider in respect of the R&D Facilities under this Agreement, engaging any Third Party Provider for the first time in respect of any R&D Service under this Agreement or making a material change to, or extension or renewal of a Contract (a "Contract Alteration") as part of a change in respect of any business of the Provider Group in the ordinary course of trading PROVIDED THAT:
- (A) The Provider shall:
 - (1) provide the Recipient with reasonable prior notice of such Contract Alteration, including details thereof sufficient to enable the Recipient reasonably to evaluate the potential effect of such Contract Alteration in relation to the R&D Facilities and costs thereof; and
 - (2) use all reasonable endeavours to ensure that the transition to the new supplier is conducted as promptly as possible and in a manner that minimises disruption to the relevant R&D Services.

If the Recipient believes that a proposed increase in the level of Service Charges payable in respect of the relevant R&D Service as a result of a Contract Alteration is unreasonable it may within 20 Business Days of notice of such proposed increased Service Charge notify the Provider Representatives in writing, specifying in reasonable detail the basis for such belief and the escalation process set out in Clause 12.6 shall apply.

- (B) The R&D Service Level in respect of the relevant R&D Service shall not be affected other than to the extent permitted under Clause 19.8(A)(2).

20. FORCE MAJEURE

- 20.1 “**Force Majeure**” means, in relation to a party, a circumstance or set of circumstances beyond the reasonable control of that party (the “**Claiming Party**”) but only to the extent that the Claiming Party used its reasonable endeavours to mitigate the effect of the Force Majeure prior to the occurrence thereof. An act or omission of a Third Party Provider shall not be considered Force Majeure unless such act or omission was itself caused by Force Majeure.
- 20.2 The Claiming Party shall not be in breach of this Agreement or otherwise liable to the other party (the “**Non-claiming Party**”) for a delay in performing or failure to perform any obligation (other than a payment obligation) under this Agreement, to the extent that it is prevented, hindered or delayed in performing that obligation by Force Majeure, provided that the Claiming Party notifies the Provider (where the Non-claiming Party is the Provider Group) or the Recipient (where the Non-claiming Party is a Recipient Group Member) of the nature and extent of the circumstance(s) giving rise to such Force Majeure (including the affected R&D Service(s)) as soon as is reasonably practicable following the onset of such Force Majeure.
- 20.3 The Non-claiming Party shall allow the Claiming Party a period not exceeding 30 days from the date on which notification of Force Majeure is received by the Provider or the Recipient (as applicable) during which the Claiming Party shall use reasonable endeavours to mitigate the effect of Force Majeure and to carry out its obligations under this Agreement. If such delay or failure persists for more than 30 days then the Provider or the Recipient (as applicable) on behalf of the Non-claiming Party may by written notice to the Provider or the Recipient (as applicable) on behalf of the Claiming Party terminate this Agreement with immediate effect in respect of the R&D Facilities in relation to which the delay in performing or failure has arisen.
- 20.4 To the extent that a Recipient Group Member does not have access to or use of the R&D Facilities or does not receive an R&D Service due to a Force Majeure event for more than 30 days, the Recipient shall have no obligation to pay any portion of the Service Charge attributable to the period of time when the Recipient Group Members lacked provision of access to and use of the R&D Facilities or the relevant R&D Service and may terminate the affected R&D Service at no cost to the relevant Recipient Group Member and may engage at its own cost such third parties as it wishes to provide alternative services.

21. CONFIDENTIALITY

- 21.1 Each party shall (and shall procure that each member of its respective Group shall) treat as strictly confidential all information which concerns the existence of this Agreement and all information obtained as a result of entering into or performing this Agreement which relates to:
- (A) the provisions of, and negotiations relating to, this Agreement;
 - (B) the other party and any member of its Group (and their respective businesses) (including, without limitation (i) any new, existing or amended products, methods or processes which have been produced, developed, sampled or tested by the other party in connection with an R&D Service (whether in the R&D Facilities or not) and (ii) any know how and/or Intellectual Property Rights owned or licensed by the other party).

All information created or developed under Work Orders and all Indivior Intellectual Property Rights is the confidential information of Indivior.

- 21.2 Notwithstanding the other provisions of this Clause 21, the Provider or a member of the Recipient Group may disclose any such confidential information to the extent:
- (A) required by law or for the purpose of any Proceedings;
 - (B) required by any securities exchange or regulatory or governmental body or any Tax Authority to which that party is subject or submits, wherever situated, or any Tax Authority whether or not the requirement for information has the force of law;
 - (C) required to vest the full benefit of this Agreement in that party;
 - (D) that the information is disclosed to the professional advisers, auditors, insurers and/or bankers of that party provided they have a duty to keep such information confidential;
 - (E) that the information is in or has come into the public domain through no fault of that party;
 - (F) that the other party has given prior written consent to the disclosure, such consent not to be unreasonably withheld or delayed; or
 - (G) it does so to a member of the Provider Group or, as the case may be, a member of the Recipient Group, which accepts the restrictions of this Clause 21,

PROVIDED THAT any such information disclosed pursuant to Clauses 21.2(A)-(C) shall be disclosed only after consultation with, in the case of the Provider, the Recipient and, in the case of a Recipient Group Member, the Provider.

- 21.3 In addition to the provisions of Clause 21.2, either party may disclose confidential information:

(A) to any Provider Personnel or Third Party Provider to the extent reasonably necessary to enable the R&D Services to be provided or received under this Agreement; and

(B) to any person to the extent reasonably necessary for the Provider, as relevant, to obtain any Third Party Consent,

PROVIDED THAT the disclosing party shall procure that any such recipients are subject to obligations of confidentiality in terms no less onerous than those set out in this Clause 21.

21.4 Without prejudice to Clause 21.1, Indivior shall procure that all of its Employees and Contractors in each case who have access to the R&D Facilities (or in respect of whom RBH acting reasonably request) sign up to a non-disclosure agreement in the form set out in Part A of Schedule 3, and Indivior shall be responsible for any breach by any of such Employees and Contractors of that agreement.

21.5 Without prejudice to Clause 21.1, RBH shall procure that all of its Employees and Contractors in each case who have access to the R&D Facilities (or in respect of whom Indivior acting reasonably request) sign up to a non-disclosure agreement in the form set out in Part B of

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Schedule 3, and RBH shall be responsible for any breach by any of such Employees and Contractors of that agreement.

21.6 Each party shall procure that all of its Employees and Contractors in each case who have access to the R&D Facilities undergo regular training on policies and procedures in relation to the maintenance and preservation of confidentiality.

21.7 RBH shall be entitled to prevent access of the Employees and Contractors of Indivior to the R&D Facilities who do not sign up to the non-disclosure agreement as required under Clause 21.4.

21.8 With respect to each Visitor of a party or a member of its Group, where that party, acting reasonably, determines that such Visitor must, before entry to the R&D Facilities, enter into a non-disclosure agreement in relation to that party's Confidential Information, that party shall, prior to that Visitor being admitted into the R&D Facilities, procure that that Visitor enter into a non-disclosure agreement in the form set out in Part C of Schedule 3 (regardless of whether that Visitor has already signed a non-disclosure agreement with that party). Each party shall be responsible for any breach by its Visitors of any duty or obligation owed by those Visitors to the other party either by virtue of the aforementioned non-disclosure agreement or that arises by operation of law as a result of such Visitors' access to the R&D Facilities.

21.9 Clauses 21.1 and 21.2 shall continue to apply after termination of this Agreement without limit in time.

22. NO WAIVER

22.1 No failure or delay on the part of any person in exercising any right or remedy provided by law or under this Agreement (and any other agreement referred to herein) shall operate as a waiver or variation of it or preclude its exercise at any subsequent time.

22.2 A waiver by any person of a breach of or default under this Agreement (and any other agreement referred to herein) shall not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement (and any other agreement referred to herein) or the rights of any other person thereto.

23. NO PARTNERSHIP

Nothing in this Agreement shall constitute a partnership between the parties or any of them, nor constitute any party the agent of any other party for any purpose.

24. ENTIRE AGREEMENT

24.1 This Agreement, the Demerger Agreement, the Ancillary Facilities Agreement and any other documents referred to herein that are existing agreements between a member of the Provider Group and a Recipient Group Member or that have been, or will be, entered into pursuant to the Demerger Agreement constitute the entire agreement and understanding between the parties in respect of the subject matter of this Agreement, and supersede any prior drafts, agreements,

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undertakings, representations, warranties and arrangements of any kind, whether or not in writing, regarding the same.

24.2 Each party to this Agreement acknowledges that it does not rely on, and it has not been induced to enter into this Agreement or any other document referred to in Clause 24.1 to which it is a party by, any warranty, representation, covenant, agreement, undertaking, indemnity or other statement whatsoever other than as are expressly set out in the documents referred to in Clause 24.1 to which it is a party. Each party irrevocably and unconditionally waives any right it may have to damages or rescission or any other remedy in respect of any misrepresentation, warranty or undertaking not contained in the documents referred to in Clause 24.1 to which it is a party except to the extent such misrepresentation, warranty or undertaking is proven to have resulted from any fraud by or on behalf of the other party or any of its directors, officers or employees.

25. ASSIGNMENT

25.1 Subject to Clause 25.2 and 25.3, neither the Provider nor any Recipient Group Member party shall assign any one or more of its rights under this Agreement otherwise than to a member of the Provider Group or the Recipient Group respectively.

- 25.2 The Recipient may assign its rights under this Agreement by way of security for financing or refinancing the transactions contemplated by the Demerger Agreement provided that the assignee of such rights shall not be entitled to further assign them other than by way of enforcement of such security or by way of re-assignment to the Recipient.
- 25.3 Where the Provider or the Recipient has assigned any of its rights to, as the case may be, a member of the Provider Group or the Recipient Group, in the event that the assignee shall cease to be a member of, in the case of assignment by the Provider, the Provider Group or, in the case of assignment by the Recipient, the Recipient Group, the Provider or the Recipient, as the case may be, shall procure that the assignee re-assigns its rights under this agreement to a member of the Provider Group or the Recipient Group (as the case may be).
- 26. FURTHER ASSURANCE**
- 26.1 The parties undertake to co-operate in good faith to ensure that they and their respective Groups do such acts and things as may reasonably be necessary for the purpose of giving to the members of the Provider Group and the Recipient Group respectively the full benefit of all relevant provisions of this Agreement, including without limitation Clause 13, and all other agreements entered into in connection with this Agreement.
- 26.2 The parties shall use all reasonable endeavours to procure that (and to procure that the members of their respective Groups use all reasonable endeavours to procure that) any third party shall execute such documents and do such acts and things as may reasonably be required for the purpose of giving to the members of the Provider Group and the Recipient Group respectively the full benefit of all relevant provisions of this Agreement, including without limitation Clause 13, and all other agreements entered into in connection with this Agreement.

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27. NOTICES

- 27.1 Any notice (which shall include, without limitation, a Change Impact Statement) or other communication given or made in respect of this Agreement by one party to the other shall be given or made in writing in the English language to the other at the address (or addresses) that the other party shall notify to the notifying party from time to time or, if no address has been so notified, at the other party's registered office.
- 27.2 Until otherwise notified to the other party in accordance with Clause 27.1, all notices or other written communications to be given or made in respect of this Agreement shall be given or made in accordance with Clause 27.3.
- 27.3 Unless delivered personally, the notice shall be sent to the address of the relevant party which is set out below or to such other address in the United Kingdom as that party may have notified to the party serving the notice for the purposes of notices under this Agreement:
- (A) RB Healthcare (UK)
- Address: 103-105 Bath Road, Slough, Berkshire S11 3UH
- For the attention of: General Counsel
- (B) RB Pharmaceuticals
- Address: 10710 Midlothian Parkway, Suite 430, Richmond, VA, 23235
- For the attention of: Chief Legal Officer
- 27.4 Subject to Clauses 27.5 and 27.7, a written notice or other written communication made or delivered by one Party to another under or in connection with this Clause 27 will be effective only if delivered by hand, on the Business Day of delivery or on the first (1st) Business Day after the date of delivery if delivered on a day other than a Business Day.
- 27.5 The provisions of this Clause 27 shall not apply in relation to the service of any proceedings or other documents in any legal action.
- 27.6 A notice shall be deemed not to have been sent in accordance with Clause 27.4 and shall not take effect, if the notice has been received in a form which is illegible in a material respect.
- 27.7 A notice under or in connection with this Agreement shall not be invalid by reason of any mistake or typographical error if the contents are incomplete if it should have been reasonably clear to the party on which the notice was served what the correct or missing particulars should have been. In circumstances where a notice is or appears to be incorrect or unclear, the recipient of the notice shall take reasonable steps to ascertain as soon as possible from the sender of the notice the incorrect or unclear information.
- 27.8 In proving the giving of notice under this Clause 27, it shall be conclusive evidence to prove that it was left at the appropriate address.

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- 27.9 No party shall prevent or delay service or deemed service on it of a notice connected with this Agreement or attempt to do so.
- 27.10 For the avoidance of doubt, this section is not intended to govern the day-to-day business communication necessary between the parties in performance of their obligations under this Agreement.

28. COUNTERPARTS

- 28.1

This Agreement may be executed in any number of counterparts, and by the parties to it on separate counterparts, but shall not be effective until each party has executed at least one counterpart.
- 28.2

Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.
29.

INVALIDITY

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair: (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or (H) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
30.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

30.1

This Agreement confers benefits on members of the Provider Group and members of the Recipient Group and are intended to be enforceable by each such member (a “Third Party Group Member”) by virtue of the Contracts (Rights of Third Parties) Act 1999.

30.2

Save as provided in Clause 30.1, the parties to this Agreement do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.

30.3

Notwithstanding Clause 30.1, this Agreement may be varied in any way and at any time by the parties to this Agreement without the consent of any Third Party Group Member.
31.

GOVERNING LAW AND JURISDICTION

31.1

This Agreement shall be governed by and construed in accordance with English law. Any matter, claim or dispute arising out of or in connection with this Agreement, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.

31.2

The courts of England are to have exclusive jurisdiction to settle any dispute whether contractual or non contractual arising out of or in connection with this Agreement. Any proceedings may be brought in the English courts.

SCHEDULE 1
RB SERVICES

RB R&D Service No. 1

Section	Service detail
Name of service	[***]
Provider	[***]
Recipient	[***]
Countries	[***]
Service Period	[***]
Service description	[***]
Service Level	[***]
Service Charge	[***]

RB R&D Service No. 2

Section	Service detail
Name of service	[***]
Provider	[***]
Recipient	[***]
Countries	[***]
Service Period	[***]
Service description	[***]
Service Level	[***]
Service Charge	[***]

RB R&D Service No. 3

Section	Service detail
Name of service	[***]
Provider	[***]

Recipient	[***]
Countries	[***]
Service Period	[***]
Service description	[***]
Service Level	[***]
Service Charge	[***]

RB R&D Service No. 4

Section	[***]
Name of service	[***]
Provider	[***]
Recipient	[***]
Countries	[***]
Service Period	[***]
Service description	[***]
Service Level	[***]
Service Charge	[***]

SCHEDULE 2
INDIVIOR SERVICES

Indivior R&D Service No. 1

Section	[***]
Name of service	[***]
Provider	[***]
Recipient	[***]
Countries	[***]
Service Period	[***]
Service description	[***]
Service Charge	[***]

SCHEDULE 3
(NON-DISCLOSURE AGREEMENTS)

Part A: Letter to RBH from Indivior Group Employee or Contractor

To: Reckitt Benckiser Healthcare (UK) Limited (“**RBH**”)
 103-105 Bath Road
 Slough
 Berkshire
 SL1 3UH

[Date]

Dear Sirs,

I am aware of the existence of, and the terms of, the research and development services agreement between RBH and RB Pharmaceuticals Limited dated on or around 23 December 2014 (the “R&D Services Agreement”), and acknowledge that I am being asked to provide this letter pursuant to the terms of the R&D Services Agreement.

As such, I agree as follows:

1. **DEFINITIONS**

In this letter:

“**Facilities**” means the research and development facilities located on Dansom Lane, Hull, HU8 7DS,

“**Information**” means all information in whatever form whether written, oral or stored in any form of electronic device;

“Intellectual Property Rights” means all patents, trade and service marks, trade and service names, logos, copyrights (including, without limitation, rights in computer software), rights in designs, rights in information and rights in databases (whether or not any of these is registered and including any applications for registration of any such thing) and all other intellectual property rights or forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing which subsist anywhere in the world; and

“RBH Confidential Information” means Information relating to RBH and its affiliates including, without limitation:

- (i) Information relating to the property, assets, business, trading practices, plans, proposals and/or trading prospects of RBH and its affiliates;
- (ii) Information relating to any new, existing or amended products (excluding products of Indivior or its affiliates) which have been produced, developed, sampled or tested by RBH or its affiliates in connection with the Facilities or any service provided in relation to the Facilities;

-
- (iii) any new, existing or amended methods or processes of RBH or its affiliates in relation to any of the products referred to in (ii) above; and
 - (iv) any know how and/or Intellectual Property Rights of RBH or its affiliates used by the parties referred to in (i) above in connection with the Facilities or any service provided in relation to such Facilities.

2. GENERAL PROVISIONS

2.1 I acknowledge that, in the performance of duties pursuant to the terms of the R&D Services Agreement as an employee of or contractor for either RB Pharmaceuticals Limited or an affiliate, and by virtue of my access to the Facilities, I may have disclosed to me or otherwise have access to RBH Confidential Information. I acknowledge that such RBH Confidential Information is confidential and commercially sensitive. While I continue to have access to RBH Confidential Information during the performance of duties pursuant to the terms of the R&D Services Agreement as an employee of or contractor for either RB Pharmaceuticals Limited or an affiliate, I agree to attend all training provided or commissioned by my employer in relation to the handling and use of RBH Confidential Information.

2.2 I agree that I shall not actively seek access to any RBH Confidential Information to which I do not have access already by virtue of performance of duties pursuant to the terms of the R&D Services Agreement as an employee of or contractor for either RB Pharmaceuticals Limited or an affiliate and I shall use best endeavours to avoid obtaining any RBH Confidential Information.

3. RBH CONFIDENTIAL INFORMATION

I agree that I shall treat and keep all RBH Confidential Information received as part of my employment or otherwise as confidential and will not, without your prior written consent, otherwise communicate or disclose (in any manner) RBH Confidential Information to any person, other than disclosure of RBH Confidential Information to RB Pharmaceuticals Limited’s employees or a third party where necessary to enable the provision of the services by RB Pharmaceuticals Limited under the R&D Services Agreement or to assist RB Pharmaceuticals Limited in obtaining consent from a third party service provider in respect of such services.

4. EXCEPTIONS

The restrictions in paragraphs 2 and 3 of this letter do not apply to RBH Confidential Information that:

- (i) is or becomes publicly known, otherwise than as a consequence of a breach of my obligation under this letter; or
- (ii) is disclosed either as required by law or to a regulatory or governmental authority provided that in these circumstances, I shall notify RBH (by way of notice to the Head of Shared Services of RBH in Hull) as soon as I become aware of the requirement on me to disclose and comply with any reasonable request made by RBH.

5. DURATION

I acknowledge that the obligations undertaken by me under this letter shall be continuing and, in particular, that I will continue to be bound by them even after the termination of my employment or contractual work with RB Pharmaceuticals Limited (or an affiliate).

6. UNDERTAKING

I undertake to act in accordance with the terms of this letter and to take all necessary steps within my power to prevent a breach from occurring as a result of my actions or omissions.

7. EMPLOYER RESPONSIBILITY

I acknowledge that my employer or the company to whom I am contracted to perform work agrees to take primary responsibility for any breach of the terms of this letter by me and may take subsequent action against me in relation to any such breach. I acknowledge that my employer or the company to whom I am contracted to perform work therefore has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this letter agreement.

Yours faithfully,

[Name of Indivior Group employee or contractor]

Part B: Letter to Indivior from RB Group Employee or Contractor

To: RB Pharmaceuticals Limited (“Indivior”)
103-105 Bath Road
Slough
Berkshire
SL1 3UH

[Date]

Dear Sirs,

I am aware of the existence of, and the terms of, the research and development services agreement between Indivior and Reckitt Benckiser Healthcare (UK) Limited dated 1 December 2014 (the “**R&D Services Agreement**”), and acknowledge that I am being asked to provide this letter pursuant to the terms of the R&D Services Agreement.

As such, I agree as follows:

1. DEFINITIONS

In this letter:

“**Facilities**” means the research and development facilities located on Dansom Lane, Hull, HU8 7DS.

“**Indivior Confidential Information**” means Information relating to Indivior and its affiliates including, without limitation:

- (i) Information relating to the property, assets, business, trading practices, plans, proposals and/or trading prospects of Indivior and its affiliates;
- (ii) Information relating to any new, existing or amended products (excluding products of RBH or any RBH affiliate) which have been produced, developed, sampled or tested by Indivior or its affiliates in connection with the Facilities or any service provided in relation to the Facilities;
- (ii) any new, existing or amended methods or processes of Indivior or its affiliates in relation to any of the products referred to in (ii) above; and
- (iii) any know how and/or Intellectual Property Rights of Indivior or its affiliates used by the parties referred to in (i) above in connection with the Facilities or any service provided in relation to such Facilities.

“**Information**” means all information in whatever form whether written, oral or stored in any form of electronic device; and

“**Intellectual Property**” means all patents, trade and service marks, trade and service names, logos, copyrights (including, without limitation, rights in computer software), rights in designs, rights in information and rights in databases (whether or not any of these is registered and including any applications for registration of any such thing) and all other intellectual property

rights or forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing which subsist anywhere in the world.

2. GENERAL PROVISIONS

- 2.1 I acknowledge that, in the performance of duties pursuant to the terms of the R&D Services Agreement as an employee of or contractor for either Reckitt Benckiser Healthcare (UK) Limited or an affiliate and by virtue of my access to the Facilities, I may have disclosed to me, or otherwise have access to, Indivior Confidential Information. I acknowledge that such Indivior Confidential Information is confidential and commercially sensitive. While I continue to have access to Indivior Confidential Information during the performance of duties pursuant to the terms of the R&D Services Agreement as an employee of or contractor for either Reckitt Benckiser Healthcare (UK) Limited or an affiliate, I agree to attend all training provided or commissioned by my employer in relation to the handling and use of Indivior Confidential Information.
- 2.2 I agree that I shall not actively seek access to any Indivior Confidential Information to which I do not have access already by virtue of the performance of duties pursuant to the terms of the R&D Services Agreement as an employee of or contractor for either Reckitt Benckiser Healthcare (UK) Limited or an affiliate and I shall use best endeavours to avoid obtaining any Indivior Confidential Information.

3. CONFIDENTIAL INFORMATION

I agree that I shall treat and keep all Indivior Confidential Information received as part of my employment or otherwise as confidential and will not, without your prior written consent, otherwise communicate or disclose (in any manner) Confidential Information to any person, other than disclosure of Indivior Confidential Information to Reckitt Benckiser Healthcare (UK) Limited’s employees or a third party where necessary to enable the provision of the services by Reckitt Benckiser Healthcare (UK) Limited under the R&D Services Agreement or to assist Reckitt Benckiser Healthcare (UK) Limited in obtaining consent from a third party service provider in respect of such services.

4. EXCEPTIONS

The restrictions in paragraphs 2 and 3 of this letter do not apply to Indivior Confidential Information that:

- (i) is or becomes publicly known, otherwise than as a consequence of a breach of my obligation under this letter; or
 - (ii) is disclosed either as required by law or to a regulatory or governmental authority provided that in these circumstances, I shall notify Indivior (by way of notice to the head of R&D of Indivior in Hull) as soon as I become aware of the requirement on me to disclose and comply with any reasonable request made by Indivior.
-

5. DURATION

I acknowledge that the obligations undertaken by me under this letter shall be continuing and, in particular, that I will continue to be bound by them even after the termination of my employment or contractual work with Reckitt Benckiser Healthcare (UK) Limited (or an affiliate).

6. UNDERTAKING

I undertake to act in accordance with the terms of this letter and to take all necessary steps within my power to prevent a breach from occurring as a result of my actions or omissions.

7. EMPLOYER RESPONSIBILITY

I acknowledge that my employer or the company to whom I am contracted to perform work agrees to take primary responsibility for any breach of the terms of this letter by me and may take subsequent action against me in relation to any such breach. I acknowledge that my employer or the company to whom I am contracted to perform work therefore has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this letter agreement.

Yours faithfully,

[Name of RB Group employee or contractor]

Part C: Letter from a visitor of the R&D Facilities to Indivior and RBH

To: Reckitt Benckiser Healthcare (UK) Limited (“**RBH**”)

103-105 Bath Road
Slough
Berkshire
SL1 3UH

and

RB Pharmaceuticals Limited (“**Indivior**”)
103-105 Bath Road
Slough
Berkshire
SL1 3UH

[Date]

Dear Sirs,

I agree as follows:

1. DEFINITIONS

In this letter:

“**Confidential Information**” means Information relating to Indivior and RBH and their affiliates including, without limitation:

- (i) Information relating to the property, assets, business, trading practices, plans, proposals and/or trading prospects of RBH, Indivior and their affiliates;
- (ii) Information relating to new, existing or amended products which have been produced, developed, sampled or tested by RBH, Indivior or companies affiliated to either RBH or Indivior above in connection with the Facilities or any service provided in relation to the Facilities;
- (ii) any new, existing or amended methods or processes in relation to any of the products referred to in (ii) above; and
- (iii) any know how and/or Intellectual Property Rights of any of the parties referred to in (i) above and used in connection with the Facilities or any service provided in relation to such Facilities.

“**Facilities**” means the research and development facilities located on Dansom Lane, Hull, HU8 7DS.

“**Information**” means all information in whatever form whether written, oral or stored in any form of electronic device.

“Intellectual Property” means all patents, trade and service marks, trade and service names, logos, copyrights (including, without limitation, rights in computer software), rights in designs, rights in information and rights in databases (whether or not any of these is registered and including any applications for registration of any such thing) and all other intellectual property rights or forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing which subsist anywhere in the world.

2. GENERAL PROVISIONS

- 2.1 I acknowledge that, by virtue of my access to the Facilities, I may have disclosed to me, or otherwise have access to, Confidential Information. I acknowledge that such Confidential Information is confidential and commercially sensitive.
- 2.2 To the extent not in conflict with the purpose of my visit, I agree that I shall not actively seek access to any Confidential Information and I shall use best endeavours to avoid obtaining any Confidential Information.
- 2.3 If there is any inconsistency between the terms and conditions set out in this letter and the terms and conditions set out in any agreement relating to confidentiality which you have entered into with either RBH or Indivior previously and which is still in force, that agreement shall (only in respect of (a) the party with whom that agreement was entered into and (b) that party’s information) prevail to the extent of the inconsistency.

3. CONFIDENTIAL INFORMATION

I agree that I shall treat and keep all Confidential Information received as part of my visit or otherwise as confidential and will not otherwise communicate or disclose (in any manner) Confidential Information to any person except, in the case of Confidential Information relating to Indivior and its business, without Indivior’s prior written consent and, in the case of Confidential Information relating to RBH and its business, without RBH’s prior written consent. I shall not use any Confidential Information for any other purpose than the express purpose of my visit.

4. EXCEPTIONS

The restrictions in paragraph 2 and 3 of this letter do not apply to Confidential Information that:

- (i) is or becomes publicly known, otherwise than as a consequence of a breach of my obligation under this letter; or
- (ii) is disclosed as required by law provided that in these circumstances, I shall notify, in the case of Confidential Information relating to RBH and its business, RBH (by way of notice to the head of RBH R&D at Hull) and, in the case of Confidential Information relating to Indivior and its business, Indivior (by way of notice to the head of Indivior R&D at Hull) as soon as I become aware of the requirement on me to disclose and comply with any reasonable request made by RBH and/or Indivior (as relevant).

5. DURATION

I acknowledge that the obligations undertaken by me under this letter shall be continuing and, in particular, that I will continue to be bound by them even after the termination of my visit to the Facilities.

6. UNDERTAKING AND ACKNOWLEDGEMENT

- 6.1 I undertake to act in accordance with the terms of this letter and to take all necessary steps within my power to prevent a breach from occurring as a result of my actions or omissions.
- 6.2 I acknowledge that the company who is responsible for my visit agrees to take primary responsibility for any breach of the terms of this letter and may take subsequent action against me in relation to such breach. I acknowledge that the company who is responsible for my visit therefore has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this letter agreement.

Yours faithfully,

[Name of visitor]

SCHEDULE 4 LIST OF WORK ORDERS PERFORMED BY INDIVIOR UNDER RBH’S NAME

[***]

SCHEDULE 5 TERMS OF THE KWN OFFICE LICENCE AND THE KWS OFFICE LICENCE

- 1. THE RECIPIENT ACKNOWLEDGES THAT:**
- 1.1 it shall occupy the KWN Office Space and the KWS Office Space (the “Offices”) as a licensee and that no relationship of landlord and tenant is created between the Provider and the Recipient by this Agreement;
- 1.2 the Provider retains control, possession and management of the Offices and the Recipient has no right to exclude the Provider from the Offices; 1.3 the KWN Office Licence and the KWS Office Licence (the “Licences”) are personal to the Recipient and are not assignable and the rights granted by the Licences may only be exercised by the Recipient and its employees and contractors; and 1.4 the Provider shall be entitled at any time on not less than 30 Business Days’ notice to require the Recipient to transfer to alternative space within the Estate.
- 2. THE RECIPIENT COVENANTS:**
- 2.1 to keep the Offices and the contents thereof clean and tidy and clear of rubbish and to leave them in no worse state and condition than at the date of this Agreement, fair wear and tear excepted, and free of the Recipient’s furniture, equipment, goods and chattels on the termination of this Agreement or the relevant Licence;
- 2.2 not to use the Offices otherwise than as offices;
- 2.3 not to obstruct the common parts of the Estate nor cause them to become dirty or untidy nor to leave any rubbish on them;
- 2.4 not to display any signs or notices on or in the Offices or any part of the Estate;
- 2.5 not to use the Offices in such a way as to cause any unlawful nuisance, damage, disturbance or interference to either the RB Group or to the owners, occupiers or users of any other parts of the Estate whatsoever;
- 2.6 not to make any alteration to the Offices, its decorations or services nor cause any damage or waste to the Offices or the Estate;
- 2.7 not knowingly to use the Offices in such a way as would or might constitute a breach of any statutory requirement affecting the Estate or which would or might vitiate in whole or in part any insurance effected in respect of the Estate from time to time and of which the Recipient has received a full copy and to comply with the requirements of the insurers and the local fire officer and of which the Recipient has prior notice in writing;
- 2.8 to notify the Provider promptly after receipt by the Recipient Group of any communication received from a government department, local authority or other competent authority;
-
- 2.9 not to make any application to the relevant planning authority for any permission for change of use or alteration to the Offices or the Estate;
- 2.10 not to impede the exercise of the Provider’s rights of possession and control of the Estate nor to permit the occupation of the Offices by anyone other than employees of the Recipient;
- 2.11 to vacate the relevant Office or Offices promptly upon the earlier of the termination of this Agreement and the end of either or both Licences. This covenant is to survive termination of this Agreement;
- 2.12 to observe such reasonable rules and regulations as the Provider Group may make from time to time governing the use of the Offices or Estate and of which the relevant Recipient has prior notice in writing; and
- 2.13 2.13 to indemnify the Provider and keep the Provider indemnified against all losses, claims, demands, actions, proceedings, damages, proper costs or expenses, or other liability arising from any breach or non-observance of the covenants in this Schedule 5. This covenant is to survive termination of this Agreement.
-

IN WITNESS whereof the parties hereto have signed this Agreement on the day and year first before written.

Signed by Patrick Clements	)	
for and on behalf of	)	/s/ Patrick Clements
RECKITT BENCKISER HEALTHCARE (UK) LIMITED	)	
Signed by Andrew Gawman	)	
for and on behalf of	)	/s/ Andrew Gawman
RB PHARMACEUTICALS LIMITED	)	

THIS EXHIBIT HAS BEEN REDACTED AND IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST. REDACTED MATERIAL IS MARKED WITH [***] AND HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

DATED AUGUST 15, 2008

(1) MONOSOL RX LLC

(2) RECKITT BENCKISER PHARMACEUTICALS INC.

COMMERCIAL EXPLOITATION AGREEMENT

THIS AGREEMENT (the “Agreement”) is made on the 15th day of August, 2008 between:

PARTIES

- (1) MonoSol Rx, LLC, a company organized and existing under the laws of the USA, with offices at 30 Technology Drive, Warren, New Jersey 07059, USA (“MSX”),
- and
- (2) Reckitt Benckiser Pharmaceuticals Inc., a company existing under the laws of the USA with offices at 10710 Midlothian Turnpike, Suite 430, Richmond, Virginia 23235 (“RB”).

WHEREAS, RB wishes to engage MSX to manufacture and supply the Products (as defined below) on the terms of this Agreement and MSX wishes to manufacture and supply the Products to RB on the terms of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS

1.1 In this Agreement the following definitions shall apply, unless the context requires otherwise;

“Affiliates” means in relation to a company, any entity controlled by that company or any entity which controls that company or any entity which is controlled by another entity, which also controls that company whether such control is direct or indirect. For the purpose of this definition, a particular company is:

- (i) directly controlled by another company or companies if the latter hold/holds in the aggregate fifty percent (50%) or more of (a) the shares carrying votes exercisable at a general meeting (or its equivalent) of the particular company if such company is a corporation issuing voting shares or (b) the control rights or interests if it is not a corporation; and
- (ii) indirectly controlled by a company or companies (“the parent company or companies”) if a series of companies can be specified, beginning with the parent company or companies and ending with the particular company, so related that each company or companies of the series, except the parent company or companies, is directly controlled by one or more companies earlier in the series.

“MSX’s Affiliates” and “RB’s Affiliates” shall be construed accordingly in relation to MSX and RB respectively. MSX’s Affiliates shall expressly include MonoSol Rx, Inc., a Delaware corporation.

“Arising Intellectual Property Rights” means such Intellectual Property Rights as are created during the conduct of and pursuant to the work performed under this Agreement by either party (or its authorized Sub-Contractor) whether acting alone or in combination with the other party, including, without limitation, any Improvements.

“Annual Review” shall have the meaning given in Clause 7.12.

“API” means the active pharmaceutical ingredient buprenorphine and/or naloxone manufactured by or for RB and/or used in the manufacture of the Product, as further described in the API Specification.

“API Specification” means the specification for the API as set out in Schedule Four Part B attached to and incorporated by reference in this Agreement and which shall be deemed to include that API shall be manufactured and supplied in accordance with all applicable laws, codes of practice and regulations.

“Certificate of Analysis” means in respect of the Product a document, signed by the Quality Manager, setting out the results of the testing and analysis of the Product to which such document refers together with the Product Specification and methods against which, and by which, the tests were performed, and in

respect of the API a document, signed by the Quality Manager, setting out the results of the testing and analysis of the API to which such document refers together with the API Specification and methods against which, and by which, the tests were performed.

“Certificate of Compliance” means in respect of the Product a document, signed by the Quality Manager, confirming that the Product to which such document refers has been manufactured in accordance with, and in all respects complies with, the Health Registration, the Product Specification and cGMP and, in respect of the API a document, signed by the Quality Manager, confirming that the API to which such document refers has been manufactured in accordance with, and in all respects complies with, the API.

Specification and cGMP.

“cGMP” means current European Good Manufacturing Practice as set out in Commission Directive 2003/94/EC laying down the principles of good manufacturing practice in respect of medicinal products for human use and sale in the European Union, and as set out in the U.S. FDA, 21 Code of Federal Regulations, Parts 210 and 211 in respect of medicinal products for human use and sale in the U.S.

“Commencement Date” means the date of this Agreement.

“Confidential Information” means:

information concerning the existence and terms of this Agreement and the fact that MSX

is manufacturing the Products for RB:

and

information related to Intellectual Property Rights generally, Arising Intellectual Property Rights, Existing Intellectual Property Rights, the API Specification, the Product Specification, formulations and Quality Agreement (all as defined herein), Know How, and data and information of a technical, operational, administrative, financial or business nature, whether oral

or in some tangible form, such as in documents, papers, drawings, diagrams, discs, articles, samples, prototypes or otherwise, that is disclosed (intentionally or unintentionally) by one party or its Affiliates to the other party.

“Cost of Goods Price” shall have the meaning given in Clause 7.13.

“Delivery Date” shall have the meaning given in Clause 4.2.

“DMF” means the drug master file relating to the Product, containing all the information on the validation activities, manufacture, and testing of the Product;

“Existing Intellectual Property Rights” means any Intellectual Property Rights owned by or licensed to RB or MSX or their respective Affiliates prior to the Commencement Date or created or resulting after the Commencement Date otherwise than under, or pursuant to, this Agreement.

“FDA” means the United States Food and Drug Administration or any successor thereto.

“Field” means either (a) opiate (i) agonists, (ii) partial agonists, and (iii) antagonists, in each case alone or in combination with other opiate agonists, partial agonist or antagonists for administration to humans in the treatment of drug addiction, or (b) buprenorphine.

“Film” means the dissolvable film material impregnated with the API in the manufacture

of the Products.

“Foil” means the primary packaging material for the Products.

“Forecasts” shall have the meaning given in Clause 4.1.

“Half Year” means the six month period ending 30 June or 31 December in each calendar year (or such part thereof as the case may be for the initial and final Half Year periods under this Agreement) and the term “Half Yearly” shall be construed accordingly.

“Health Registration” means the technical, medical and scientific licences, registration, authorisations or approvals required or deemed necessary by any Regulatory Authority for the advertising, distribution, import, export, marketing or sale of the Products in the Territory or any part thereof.

“Improvements” means any improvement, modification or adaptation to the Know How, the Patents or the Products (whether itself patentable or not) created during the conduct of and pursuant to the work performed under this Agreement by either party (or its authorized Sub-Contractor) whether acting alone or in combination with the other party and related to the design, manufacture and supply of the Products.

“Intellectual Property Rights” means the patents (including the Patents), applications for patents, utility models, applications for utility models, trade marks or applications for trademarks or trading names (whether or not registered or registrable), rights in Improvements, Know How, designs (registered or unregistered and including applications for registered designs), copyright

(including rights in computer software), rights in inventions, the right to claim damages for past infringements of any or all such rights and all rights having equivalent or similar effect wherever situated.

“Know-How” means all knowledge, experience, data, technical or commercial information, inventions and all other Intellectual Property Rights (other than the Patents) related to the design, manufacture and supply of Products (including, without limitation, trade secrets, technology, methods of manufacture, specifications, description of manufacturing processes, recopies, formulae or drawings relating to the design, development, manufacture and supply of the Products, and other information).

“Losses” means, collectively, any and all claims, liabilities, losses, damages, costs, expenses, including reasonable fees and disbursements of counsel (except as herein limited) and any consultants or experts and expenses of investigation, obligations, liens, assessments, judgments, fines and penalties imposed upon or incurred by an indemnified party under this Agreement.

“Manufacturing Capacity” means MSX’s capacity to manufacture products (including, without limitation, the Products) using tooling and machines which are in some way used in the manufacture of the Products.

“Major Raw Materials” means Raw Materials constituting [***] percent ([***) or more of the Price.

“Manufacturing Site” means MSX’s manufacturing site used for the Manufacture of the Products located at 6560 Melton Road, Portage Indiana USA, or such other manufacturing facility as may be agreed in writing between the parties from time to time.

“Master Manufacturing File” means the documentary file created by MSX in accordance with cGMP containing information and data on the Product Specification, (the purchase of Raw Materials (excluding the API), labelling, testing, packaging, quality control storage, release and despatch data, formula, procedures and manufacturing records generated in connection with the manufacture of the Product.

“Milestone Payments” means the payments to be made by RB to MSX upon the Product Launch in the U.S. and first Product Launch of the Products within any country within the ROW as set out in Clause 7.10.

“Net Sales Value” means the invoiced sales price of the Products after taking the deductions specified in Schedule One attached to and incorporated by reference in this Agreement.

“Options” means RB’s option to make payments to MSX in accordance with Clause 7.7 in order to buy out its obligation to continue making payments of the Royalties.

“Order” shall have the meaning given in Clause 4.2.

“Packaging Specifications” means each of the specifications for the packaging of the Products in a pouch/sachet (but for the avoidance of doubt not cartoned) as annexed in Schedule Four Part A

and as listed in the relevant Quality Agreement signed for the purposes of identification by each party, as amended from time to time.

“Patents” means:

(i) the patents and applications for the patents in the MSX Arising Intellectual Property Rights and Existing Intellectual Property Rights and rights of a similar nature in the Territory and relating to the Products, the particulars of which are set out in Schedule Two attached to and incorporated by reference in this Agreement;

and

(ii) the patents granted in the Territory pursuant to the patent applications in (i) above including any patents for Improvements.

“Pharma Price Index” means the Producer Price Index for Finished Goods, Pharmaceutical Preparations, Series Id: WPU0638, issued by the Bureau of Labor Statistics, U.S. Department of Labor, or comparable successor index.

“Price Change” means the documented price change in MSX’s manufacturing costs from the preceding Year’s manufacturing costs of MSX. For purposes of this definition, change in manufacturing costs includes all costs to manufacture the Products, including, without limitation, changes in the cost of Raw Materials (excluding the API) (“Cost of Raw Materials”), energy, transportation, legal and regulatory costs. The changes in manufacturing costs shall exclude labour and overhead allocation.

“Price” means the price (described by reference in Schedule One to stock keeping units) to be charged by MSX to RB in respect of any Products supplied pursuant to this Agreement as set out in Clause 7.1 (for the avoidance of doubt the Price shall not include any Milestone Payments).

“Product Launch” means the first date that the Products are supplied by RB or its agents to a customer in a country within the Territory, save that for the avoidance of doubt such date shall not be before the date on which the Products have been approved and rated by the relevant Regulatory Authority in that country and RB or its Affiliates has obtained a Health Registration in that country.

“Product Specification” means each of the specifications for the Products annexed in Schedule Four Part A and as listed in the relevant Quality Agreement signed for the purposes of identification by each party, as amended from time to time by mutual written agreement of the parties, and in accordance with which MSX shall manufacture and supply the Products, and which, for the avoidance of doubt, shall from the point of MSX’s compliance with its obligations at Clause 3.14 include the Serialized Product Specifications (as defined in Clause 3.11).

“Products” means those products which are listed in Schedule Three attached to and incorporated by reference in this Agreement or as otherwise agreed by the parties in writing, together with such additional, improved, modified or replacement products as shall be agreed between the parties from time to time in

wherever “Products” is referred to in this Agreement it shall refer to the relevant Product or all Products as the case may be, as listed in Schedule Three.

“Quality Agreement” means the manual referred to in Schedule Six attached to and incorporated by reference in this Agreement, in respect of each of the Products (supplied by RB to MSX and signed for the purposes of identification by each party) containing the technical information for manufacture of the Products along with any and all manufacturing policies of RB together with such manufacturing policies which may be provided by RB or its Affiliates to MSX in writing prior to the Commencement Date or as periodically updated by mutual written agreement of the parties.

Quality Manager” means in respect of the Product the person (independent of the person responsible for production) responsible for the inspection and testing of the Raw Materials, the Film and the Product and for confirming that the manufacture of the Product is in compliance with the requirements of this Agreement; and in respect of the API the person (independent of the person responsible for production) responsible for the inspection and testing of the raw materials used in the manufacture of the API, and the API, and for confirming that the manufacture of the API is in compliance with the requirements of this Agreement.

“Raw Materials” means the API, excipients, reagents, solvents, packaging, labelling and other materials used by MSX in connection with the manufacture of the Products.

“Regulatory Authority” means any governmental body or agency responsible for the regulation of narcotics or the granting of any health or pricing approvals, Health Registration or reimbursement prices required to be obtained before the Products can be lawfully advertised, imported, distributed, marketed or sold in the Territory or any part thereof (including, without limitation, the FDA in the U.S., the Medicines and Healthcare products Regulatory Agency in the UK and the Transparency Commission in France).

“ROW” means the Territory excluding the U.S.

“Royalty” means the payments to be made by RB to MSX in respect of the Net Sales Value of the Products as set out in Clause 7.4.

“Sub-Contractors” means in respect of each of the Products the sub-contractor (if any) listed in Schedule Five attached to and incorporated by reference in this Agreement together with any other person or company proposed by MSX as a sub-contractor and agreed to in writing by RB, which agreement shall not be unreasonably withheld, conditioned or delayed.

“Territory” means the world.

“Term” shall have the meaning set forth in Clause 2.1.

“Tooling” means any moulds, machines, or equipment required for and specific to the manufacture of the Products under the terms of this Agreement

“U.S.” means the United States of America.

“Year” means the period from the Commencement Date until the 31 December in the calendar year of the Commencement Date and shall thereafter constitute any period of 365 days (or 366 days if the period includes 29th February) commencing on the 1st day of January in any calendar year.

1.2 Unless otherwise indicated, references to clauses and schedules are references to clauses and schedules in this Agreement.

2. TERM

2.1 This Agreement shall be effective from the Commencement Date and shall continue until the latter of (i) the expiration of the last to expire of the Patents; or (ii) in the event that the Patents do not proceed to registration (or are otherwise declared void, terminated or revoked during the seven year period beginning with the Commencement Date), the expiration of the seven year period beginning with the Commencement Date; unless terminated by either party in accordance with the provisions of Clause 17 (the “Term”).

3. MANUFACTURE AND SUPPLY

3.1 During the Term, MSX shall manufacture and supply RB’s requirements of the Products on an exclusive basis and shall manufacture the Products:

3.1.1 in accordance with cGMP, the Product Specification and the processes set out in the Quality Agreement;

3.1.2 in accordance with any legislation applicable to the manufacture of the Products (including without limitation legislation and standards applicable to environmental protection such as waste disposal and any legislation or regulations regarding ePedigree requirements as and when enforced as further described in Clause 3.13); and

3.1.3 subject to Clause 3.3 below, at the Manufacturing Site.

3.2 MSX shall not:

3.2.1 use any site other than the Manufacturing Site for the manufacture of the Products (including the process, plant or equipment used in the manufacture of the Products), without the prior written consent of RB, such consent not to be unreasonably withheld,

conditioned or delayed, and RB to cooperate reasonably with MSX in respect of any proposals to utilise new manufacturing sites; and

- 3.2.2 at any time during the Term carry out any activities that MSX actually knows or should reasonably know shall prejudice the quality, safety or efficacy of the Products.

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- 3.3 The parties acknowledge that MSX intends to use its facility located at 6465 Ameriplex Drive, Portage Indiana 46368 as a manufacturing site for the manufacture of the Products, and RB hereby consents to such site transfer subject to RB conducting a quality review of the Ameriplex Drive site in accordance with Clause 3.2.1.
- 3.4 MSX shall:
- 3.4.1 only use API supplied from RB in the manufacture of the Products;
- 3.4.2 ensure that all personnel employed by MSX in the manufacture of the Products are suitably trained, experienced and competent for their respective functions; and
- 3.4.3 monitor, account for and keep RB regularly informed of the usage and waste of API and MSX shall ensure that in the manufacture of the Products MSX does not waste any more than a set percentage of the API to be determined by the parties in writing acting reasonably and assuming efficient manufacture of the Products.
- 3.5 Subject to Clause 7.12, MSX shall be entitled to obtain the Raw Materials and other components for the manufacture and delivery of the Products from qualified suppliers of its own choosing. In the event that MSX obtains Raw Materials from a third party supplier, MSX shall notify RB and MSX shall consider in good faith (but not be bound by) any reasonable objection by RB timely delivered to MSX as to the qualification of such third party supplier; provided, however, that (subject to Clause 7.12) RB shall have no right to object to any financial arrangement reached between MSX and such third party supplier, which shall be determined at the sole discretion of MSX. MSX shall ensure that such Raw Materials and other components are of the requisite standard to comply with the Product Specification and any applicable laws, codes of practice and regulations and the terms of this Agreement. Periodically, MSX will share with RB a list of all suppliers, so RB may voice to MSX any concerns in connection with them.
- 3.6 Unless otherwise agreed with RB in writing and save for the fact that RB shall be responsible for cartoning the Products once delivered to RB, MSX shall operate on a full service basis (meaning that MSX shall be responsible for the purchase of all Raw Materials (except for API which shall be supplied by RB in accordance with Clause 4.3 hereof) and the supply of the Products in individual sachet form to RB or its nominee). RB shall only be invoiced for the Cost of Goods Price as set out in Schedule One which shall be inclusive of such costs and expenses, including FCA (Incoterms 2000) delivery.
- 3.7 For the purposes of ensuring that RB has the full protection of its business interests and the ongoing benefit of its and any of its Affiliates' Intellectual Property Rights, and subject to applicable laws, MSX covenants with RB that during the Term it will not, so far as it is aware, without the prior written consent

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of RB, whether directly or indirectly and whether alone or in conjunction with or on behalf of any other person and whether as principal, shareholder, director, employee, agent, consultant, partner or otherwise:

- 3.7.1 subject to Clause 3.9, canvass, solicit or approach, or cause to be canvassed, solicited or approached, any person for orders of products within the Field who RB informs MSX in writing is or was at any time during the Term:
- 3.7.1.1 negotiating with RB or any of its Affiliates for the supply by RB or any of its Affiliates of the Products; or
- 3.7.1.2 an actual customer of RB or any of its Affiliates in respect of the Products;
- 3.7.2 interfere, or seek to interfere, with the continuation of supplies to RB or any of its Affiliates from any supplier who RB informs MSX in writing has been supplying goods to RB or any of its Affiliates at any time during the Term if such interference causes or would cause that supplier to cease supplying, or materially reduce its supply of those goods; and
- 3.7.3 directly solicit or entice, or endeavour to solicit or entice, away from RB or its Affiliates, any person employed in a managerial, supervisory, technical or sales capacity by, or who is or who was a consultant to, RB or its Affiliates at a time during the Term; provided, that, general solicitations not directed to a specific individual shall not constitute a breach hereof; and
- 3.7.4 develop (subject to Clause 3.9), manufacture, market or sell any product within the Field.
- 3.8 For the purposes of ensuring that MSX has the full protection of its business interests and the ongoing benefit of its and any of its Affiliates' Intellectual Property Rights, and subject to applicable laws, RB covenants with MSX that during the Term it will not, without the prior written consent of MSX whether directly or indirectly and whether alone or in conjunction with or on behalf of any other person and whether as principal, shareholder, director, employee, agent, consultant, partner or otherwise:
- 3.8.1 subject to Clause 6.5 and Clause 3.9, canvass, solicit or approach, or cause to be canvassed, solicited or approached. any person for the manufacture of the Products in the Field;

- 3.8.2 interfere, or seek to interfere, with the continuation of supplies or Raw Materials to MSX or any of its Affiliates from any supplier who has been supplying supplies or Raw Materials to MSX or any of its Affiliates at any time during the Term if such interference causes or

would cause that supplier to cease supplying, or materially reduce its supply of those goods;

- 3.8.3 directly solicit or entice, or endeavour to solicit or entice, away from MSX or its Affiliates, any person employed in a managerial, supervisory, technical or sales capacity by, or who is or who was a consultant to, MSX or its Affiliates at a time during the Term; provided, that, general solicitations not directed to a specific individual shall not constitute a breach hereof; and

- 3.8.4 develop (subject to Clause 3.9), manufacture, make, have made, market or sell Products outside the Field.

- 3.9 Each of RB and MSX agrees that at least one year prior to the expiration of the Term it will notify the other of its intent to renew or not to renew this Agreement. In the event that either party elects not to renew this Agreement upon the expiration of the Term, notwithstanding the restriction contained in Clauses 3.7.1 and 3.7.4 as to MSX and Clauses 3.8.1 and 3.8.4 as to RB, during the last twelve (12) months of the Term of this Agreement: (i) RB shall have the right to develop Products outside the Field and to canvass, solicit and approach, and cause to be canvassed, solicited and approached, any person for the manufacture of the Products in the Field to commence after the expiration of the Term, and (ii) MSX shall have the right to develop products in the Field and to canvass, solicit and approach, and cause to be canvassed, solicited and approached, any person for the manufacture of products in the Field to commence after the expiration of the Term. Notwithstanding anything to the contrary contained in this Agreement, no notice by either party under this Clause 3.9 shall reduce or impair the respective obligations of each of the parties under this Agreement for the remainder of the Term except as set forth in this Clause 3.9.

- 3.10 At the opinion of RB delivered by written notice to MSX at least ninety (90) days prior to the expiration of the Term, MSX shall continue to supply the Products to MSX in accordance with the terms and conditions of this Agreement for a period determined by RB not to exceed six (6) months after the expiration of the Term.

- 3.11 The parties agree to use their best efforts to implement as soon as possible (including prior to Launch, or if this is not possible, as soon as possible thereafter) an electronic pedigree system in connection with the manufacture and supply of the Products which would satisfy the expected legal requirements of the E-Pedigree regulations of the State of California for the electronic tracking and tracing of prescription drugs through the supply chain, California Business and Professions Code § 4034 et seq. (the "E-Pedigree Regulations") (currently scheduled to become effective as of January 1, 2011) and in accordance with the Serialized Product Specifications (as defined below). The parties agreement set forth in the preceding sentence shall apply to the manufacture and supply of the Products throughout the Territory; provided that such manufacture and/or supply, as the case may be, is not in violation of any applicable law, code of practice or

regulation in any country in the ROW in which instance it shall not apply in such country in the ROW. To that end, RB intends to purchase, or have purchased, technology (including equipment and software) from a third party manufacturer (the "E-Pedigree Manufacturer") which consists of a pouch image acquisition and collating system and affixes a unique serialization identifier on the packaging of each saleable unit of the Product. Part of such technology will be installed at RB's third party packager of the Product (the "Packager Serialization Technology") and part of such technology will be purchased by and installed at the facility of MSX's third party Foil supplier (the "Foil Supplier") for the Product (the "Foil Serialization Technology") (the Foil Serialization Technology together with the Packager Serialization Technology, shall collectively be referred to as the "Serialization Technology"). The specifications for serialization of the Product using the Foil Serialization Technology (the "Serialized Product Specifications") are set forth in Schedule Four Part A.1 and shall not be modified without the prior approval of RB. RB acknowledges that the Foil Serialization Technology is newly developed by the E-Pedigree Manufacturer and has never before been installed, tested, or validated by the E-Pedigree Manufacturer and, as a result, the parties are at the time of signing this Agreement unable to guarantee the performance of the Foil Serialization Technology or the effectiveness, value, safety, merchantability or fitness for any particular purpose of the Foil Serialization Technology, or any part thereof, or its impact on the manufacture or supply of the Products under this Agreement. MSX agrees to coordinate the purchase, installation, testing, validation and qualification of the Foil Serialization Technology by the Foil Supplier and to use its best efforts to ensure that the Foil Serialization Technology is purchased, installed, tested, validated and qualified, in order to enable MSX to manufacture and supply the Products in accordance with the Product Specifications (the "Serialized Products") for Launch (or if this is not possible as soon as possible thereafter). Thereafter MSX shall manufacture and supply the Serialized Product in accordance with the Serialized Product Specifications subject to the following conditions, which conditions shall be and remain in effect only until such time as (i) MSX shall be required by state law to comply with the E-Pedigree Regulations, or be required by federal law to comply with a comparable electronic pedigree prescription drug supply chain tracking and tracing system, in connection with the manufacture and supply by MSX of Serialized Products . under this Agreement (the "Effective EMPedigree Regulations") in accordance with the provision of Clause 3.13 or (ii) MSX has complied with its obligations under Clause 3.14 and successfully manufactured such volume of Serialized Products (as specified in Clause 3.14) in accordance with the Serialized Product Specification such that MSX shall thereon be responsible for ensuring all Products produced under this Agreement comply with the Serialized Product Specifications (and MSX shall no longer be able to produce to the Non-Serialized Product Specifications (as defined below)), whichever is the earlier:

- 3.11.1 In the event that the Foil Serialization Technology fails or causes a material adverse impact on the manufacture and supply of the Film or the Products or the timely delivery of same, RB and MSX agree to

suspend the use of the Serialization Technology in the manufacture and supply of the Product until the cause of such material adverse impact has been cured or the parties agree in writing to abandon the Serialization Technology, and MSX shall thereafter resume the manufacture and supply of the Products which meet the Product Specifications not including the Serialized Product Specifications, (the “Non-Serialized Product Specifications”) in accordance with the terms of this Agreement. MSX shall promptly notify RB upon becoming aware of any such failure or material adverse impact. During the period while MSX is manufacturing and supplying the Product (including any Serialized Product or Non Serialized Product) under this Clause 3.11, MSX shall arrange with the Foil Supplier to maintain an appropriate rolling amount of inventory of Foil (the “Foil Stock”) which is reasonably anticipated as necessary to avoid any material delay in the manufacture and supply of Product in compliance with the Non-Serialized Product Specifications required as a result of such failure or material adverse impact. RB shall reimburse MSX for the cost of any ‘unused Foil Stock providing that MSX has used reasonable efforts to ensure such unused Foil waste is kept to a minimum;

- 3.11.2 MSX shall bear no cost for the purchase, installation, implementation, testing, validation or qualification of the Serialization Technology and RB agrees that the Cost of Goods Price shall be simultaneously increased to reflect any and all direct increases incurred by MSX (without mark-up thereof by MSX and based upon supporting documentation from MSX) during the Term in the purchase of Foil manufactured using the Foil Serialization Technology (the “Serialized Foil”), whether as an increase in (the cost of purchase of the Serialized Foil and/or as an amortization charge by the Foil Supplier for the purchase, installation, implementation, testing, validation, and/or qualification of the Serialization Technology. MSX estimates that the Cost of Goods Price will be initially increased by the sum of (i) \$[***] per unit of Product for the cost associated with the purchase by MSX of the Serialized Foil plus (ii) \$[***] per unit of Product for the amortized cost of purchasing the Foil Serialization Technology by the Foil Supplier based upon the purchase by MSX of Serialized Foil required to make [***] of Serialized Products (a total estimated initial cost increase per unit of Product of \$[***]). The parties agree that if the Cost of Goods Price is initially increased for the amortization of the cost of purchasing the Foil Serialization Technology by the Foil Supplier, when such cost is fully amortized by the Foil Supplier, or if RB has otherwise fully paid MSX or the Foil Supplier all sums due to the Foil Supplier in respect of the Foil Serialization Technology, the Cost of (Goods Price per unit of Serialized Product would thereafter be reduced by an amount equal to any such increase in the Cost of Goods Price for the amortized cost of purchasing the Foil Serialization Technology by the Foil Supplier. Such estimates shall not be binding

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on MSX and shall be adjusted and finalized by MSX upon receipt by MSX from the Foil Supplier of all final costs incurred in purchasing the Foil Serialization Technology, producing and supplying the Serialized Foil and all other related costs and expenses of the Foil Supplier. In the event of any suspension or abandonment of the manufacture and supply of the Serialized Product in accordance with Clause 3.11.1, the Cost of Goods Price for the purchase of all Products manufactured and supplied following such suspension or abandonment in accordance with the Non-Serialization Specifications shall revert to the Cost of Goods Price in effect prior to such increase and any unamortized costs for the purchase of the Foil Serialization Technology shall be paid by RB; provided, however, that RB may exercise any right and remedy (and MSX shall assist RB therewith) against the Foil Supplier to dispute such payment in the event that such suspension is not due to a failure of the Serialization Technology but is due to the fault of the Foil Supplier, including failure by the Foil Supplier to manufacture the Foil in accordance with the Serialized Foil specifications agreed to by MSX and the Foil Supplier;

- 3.11.3 The provisions under Clause 7.14 relating to RB’s rights to obtain pricing for Major Raw Materials from third parties, and MSX’s obligations to engage any other supplier or obtain a price reduction from its then-current Foil supplier in the event that a Price Change exceeds the Pharma Price Index shall not apply to any Price Change resulting from the purchase, installation, implementation, testing, validation, and/or qualification of the Foil Serialization Technology until RB has complied with its obligations under Clause 3.11.7 in respect of identifying and qualifying an alternative secondary supplier for the Serialized Foil and such engagement of an alternate Foil supplier or obtaining a price reduction from its then current Foil supplier would not result in a breach of the agreement between MSX and its then current Foil supplier. MSX shall remain obliged to show documentary evidence of the Price Change;
- 3.11.4 MSX makes no representation or warranty with respect to the Serialization Technology including any representation or warranty under Clause 9 as it may relate to the Foil Serialization Technology;
- 3.11.5 MSX shall be excused from any and all unfulfilled manufacturing, supply and delivery performance obligations under this Agreement resulting from, relating to or in connection with Foil Serialization Technology including the purchase, installation, implementation, testing, validation, qualification and/or operation of the Foil Serialization Technology; provided, however, that nothing in this Clause 3.11.5 shall limit MSX’s obligation to manufacture and supply Product in compliance with the Non-Serialized Product Specifications as soon as possible in accordance with Clause 3.11.1 in the event and

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for such period of time that the parties determine to suspend the manufacture of Serialized Product and, in the event that the parties determine to terminate and abandon the manufacture of Serialized Product in accordance with Clause 3.11.1, for the remainder of the Term or the date upon which the E-Pedigree Regulations become effective, whichever is earlier;

- 3.11.6 MSX shall not be in default or breach under this Agreement, and RB shall not be entitled to withhold payment for non-conforming Products, or to terminate this Agreement for any reason with respect to any delay or incomplete delivery of, failure to deliver or delivery of non-conforming Products relating to, as a result of or in connection with the Foil Serialization Technology (including the purchase, installation, implementation, testing, validation, qualification or failure of the Serialization Technology), except to the extent caused by the breach by MSX of any of its obligations under this Clause 3.11;

- 3.11.7 RB and MSX agree to use commercially reasonable efforts to qualify an FDA approved secondary supplier of the Serialized Foil as soon as practicable after the Commencement Date. It is acknowledged that, due to importance of obtaining a secondary supplier of the Serialized Foil in order to reduce the risk of failure to supply the Serialized Foil, both parties will use their best efforts to qualify such secondary supplier within one (1) year of the FDA approval of the Product or as soon as possible thereafter. The parties further agree that RB shall be responsible for payment to MSX of all costs and expenses incurred by MSX in connection with the qualification of any secondary and/or replacement supplier of Serialized Foil in connection with the manufacture and supply of the Products under this Agreement if RB continues to require that the Products be manufactured and supplied using the Serialization Technology, or any part thereof, or substitute therefore, including without limitation, the cost of the purchase, installation, implementation, testing, validation, and qualification of the Foil Serialization Technology by the secondary and/or replacement supplier.
- 3.11.8 In addition to the exceptions and exclusions set forth in the foregoing provisions of this Clause 3.11, notwithstanding anything to the contrary contained in this Agreement or otherwise, none of the provisions of Clauses 5.5, 6.5, 6.6, 6.7, 7.9, 10.2, 13.10, 16.2, 17.3.4, 17.3.6, and 17.4 shall during the course of manufacture under this Clause 3.11 apply to the Foil Serialization Technology or any event or matter covered therein relating to, resulting from or in connection with the purchase, installation, implementation, testing, validation, qualification and/or failure of the Foil Serialization Technology, and MSX shall have no obligations or responsibilities with respect to the Foil Serialization Technology except as expressly set forth in this Clause 3.11 which for

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the avoidance of doubt expressly includes MSX's obligations to manufacture and supply Products in compliance with Non-Serialized Product Specifications as soon as possible in accordance with Clause 3.11.1 in the event and for such period of time that the parties determine to suspend the manufacture of Serialized Product, and for the remainder of this Clause 3.11 in the event that the parties determine to terminate the manufacture of Serialized Product in accordance with Clause 3.11.1.

- 3.12 RB acknowledges that MSX shall have no interest in the Serialization Technology and that, MSX shall have no obligations to transfer or grant to RB, or to arrange the transfer or grant to RB of, any interest in the Serialization Technology under any circumstances at any time whether during the Term or upon any expiration or termination of this Agreement for any reason, including, without limitation, the Foil Serialization Technology, and/or any Arising Intellectual Property Rights therein of the Foil Supplier under Clause 15 except to the extent such interests or Arising Intellectual Property Rights are in the possession or control of MSX and not subject to any third party restrictions on such transfer or grant to RB.
- 3.13 For the avoidance of doubt, in the event that MSX is required to comply with Effective E-Pedigree Regulations after the Commencement Date, MSX shall (i) use commercially reasonable efforts to deliver the Product serialization data produced by MSX in compliance with the Effective E-Pedigree Regulations in a format which is compatible with RB's Product distribution system; and (ii) from the date on which the Effective E-Pedigree Regulations come into effect (currently scheduled to become effective as of January 1, 2011) be fully responsible for ensuring all Products manufactured and supplied under this Agreement comply with all legislation and regulatory requirements including the Specifications and Serialized Product Specifications as may be amended to ensure compliance with the Effective E-Pedigree Regulations (including without limitation the envisaged requirement to ensure all Products are serialized and thereafter scanned before leaving the Manufacturing Site) and, for the avoidance of doubt, from this date MSX shall under no circumstances (including without limitation those set out Clauses 3.11.1 to 3.11.8) be released from any liability arising from the failure to manufacture and supply the Products to such Specifications in accordance with the terms of this Agreement.
- 3.14 Following the date upon which each of the following has occurred (the "Product Serialization Acceptance Date"): (i) successful implementation of the Foil Serialization Technology; (ii) successful production of the Serialized Products in compliance with the Serialized Product Specifications at scale and consistent with applicable Product Order patterns for an uninterrupted period of three (3) consecutive months or a period of six (6) consecutive months after the Product Launch (whichever is the latter); and (iii) qualification of a secondary supplier of Serialized Foil in accordance with Clause 3.11.7; the Product Specification for the Products shall thereupon be permanently amended to include the Serialized Product Specifications. For the avoidance of doubt, from and after the

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Serialization Acceptance Date, MSX shall be responsible for ensuring that at the Products manufactured and supplied under this Agreement are in compliance with the Serialized Product Specifications, and MSX shall be responsible for any failure to comply with such Serialized Product Specifications and, for the further avoidance of doubt, from and after the Product Serialization Date MSX shall under no circumstances (including without limitation those set out Clauses 3.11.1 to 3.11.8) be released from any liability arising from the failure to manufacture and supply the Products to such Serialized Product Specifications in accordance with the terms of this Agreement.

4. FORECASTS, ORDERS AND SUPPLY OF THE API

- 4.1 No less than one (1) month prior to the end of every calendar month, RB shall provide (or cause to be provided from its Affiliates) a forecast of its requirements for the Products for the [***] months (a "Forecast"). By way of example, this means that the Forecast for [***] to [***] (inclusive) of any year shall be provided by no later than the end of [***] in the previous year, and the subsequent Forecast for [***] to [***] of any year shall be provided by no later than the end of [***] in the previous year.
- 4.2 In respect of the [***] months of the Forecast, RB shall specify the date by which the Products are requested to be delivered ("Delivery Date"). RB's requirements as set out in the [***] months of the Forecast shall be fixed and shall constitute a firm order binding on MSX (subject to the terms and conditions of this Agreement) for the delivery of, and on RB for the purchase of, those Products specified in the [***] months of the Forecast by the Delivery Date with delivery in accordance with Clause 5.1 (an "Order"). Once MSX receives the Forecast, MSX shall ensure that it has sufficient Raw Materials, packaging components and other materials necessary to manufacture RB's requirements for Products as set out in the Order, and MSX shall use commercially reasonable efforts to acquire sufficient Raw Materials, packaging components and other materials necessary to manufacture [***] percent ([***]%) of RB's requirements as set out in the

remaining [***] months of the Forecast. For the avoidance of doubt this means that the Forecast given at the end of [***] shall be a binding Order for [***] and the Forecast given at the end of [***] shall be a binding Order for [***]. To the extent that the Forecast given in [***] would increase the Order for [***] as originally set in [***], MSX agrees to liaise with RB and use reasonable endeavours to meet such increase but failure to supply such increase shall not in any way constitute a breach by MSX of this Agreement and shall not constitute a failure by MSX to deliver an Order on time for the purposes of Clause 6.4. Notwithstanding anything to the contrary contained in this Agreement, MSX shall be under no obligation to fill any Order that is for less than [***] units of a Product (the "Minimum Purchase Requirement"). RB shall have the right to delay the issuance of any firm Order for a reasonable period of time in order to combine such Order with one or more subsequent Orders for the purpose of meeting the Minimum Purchase Requirement (meaning that in order to meet the [***] unit Minimum Purchase Requirements RB can (subject to compliance with Clause

7.3.2) combine Orders for the same dose Product for different countries (such as [***] 2mg dose units for the UK and [***] 2mg dose units for the US ((which therefore require different packaging requirements chargeable under Clause 7.3.2)) but cannot combine orders for different dose Products (such as [***] 2mg dose units and [***] 8mg dose units)).

- 4.3 RB shall supply, or arrange the supply of, API that conforms to the API Specification to MSX at the Manufacturing Site free of charge on the dates and in such quantities as are required by MSX for manufacture of the Products in the Forecasts and in connection with manufacturing validation and site transfer, together with the API's Certificate of Analysis and Certificate of Compliance. Save as may be amended by the mutual written agreement of the parties in accordance with the terms of this Agreement, such supply shall be made by RB to MSX DDP (Incoterms 2000) and on or before the delivery dates reasonably required by MSX in writing. RB will promptly notify MSX of any changes to the safety and handling procedures in relation to the API that are required by applicable law or Regulatory Authorities after the Commencement Date, and MSX shall comply with such changes with respect to all future Orders placed by RB at least ninety (90) days following receipt of notice thereof, or such earlier time as required by applicable law or Regulatory Authority. The purchase orders by MSX for API shall be made and filled in accordance with the procedure specified in Schedule Seven. Subject to the terms of this Agreement, MSX shall only use the API to manufacture and test the Product and for no other purpose whatsoever.
- 4.4 MSX shall test each batch or stock of the API delivered to MSX in accordance with the testing procedure set out in the Schedule Eight to determine its conformance with the necessary amounts and API Specification or for contamination during transit. If in the reasonable opinion of MSX, MSX determines that such API is contaminated or does not meet the API Specification or necessary amounts, MSX shall within twenty-one (21) days from the date of completion of such tests notify RB in writing of such defect or non-conformance, including the test results supporting MSX's opinion.
- 4.5 If RB agrees that the API is contaminated or does not meet the API Specification, RB shall at no charge to MSX replace the defective or non-conforming API with API that meets the API Specification. If RB disagrees with the alleged defective or non-conformity of the API, samples of the alleged defective or non-conforming API shall be retested by an independent laboratory, mutually agreed upon by the parties in writing, to determine compliance with the API Specification. MSX and RB shall be bound by the results of such independent laboratory testing. The costs incurred in connection with independent laboratory's testing of the API shall be borne by MSX if the API in question is found to conform to the API Specification or not defective and by RB if it is found not to conform to the API Specification or be defective. Any delay in the manufacture or supply of Products resulting from RB's failure or delay in supplying API in accordance with the API Specification or MSX's good faith reasonable belief pursuant to Clause 4.4 and

this Clause 4.5 that the API does not meet the API Specifications or is defective, shall not constitute a default under or breach of this Agreement. The parties agree that in the event that the API is found to be defective, RB shall be responsible, at its costs, to identify and implement such remedial action as is necessary to rectify the issue and ensure that the API meets the API Specification.

- 4.6 Notwithstanding the terms of any DDP delivery (or any other delivery) of the API by RB to MSX, legal title to the API shall remain with RB after delivery to MSX. MSX shall use reasonable efforts to ensure proper storage and handling of the API once delivered to MSX. Risk of damage to, or loss of, the API shall pass from RB to MSX upon delivery as set out in Clause 4.3. MSX shall retain casualty insurance coverage for the expected inventory of the API (amounts expected to be supplied to MSX by RB for manufacture of the Product in the amounts set forth in the Forecasts) to cover damage to or loss of the API for so long as the API remains at MSX's risk.
- 4.7 In the event that MSX manufactures Products which cannot be sold due to latent defects in the API supplied (and such defects are not caused by MSX's negligent storage or handling), RB shall remunerate MSX for its costs of manufacturing such Products. In the event that MSX manufactures Products which cannot be sold due to latent defects in the API caused by MSX's negligent storage or handling, MSX shall remunerate RB for the Cost of Goods Price for such Products, to the extent such Cost of Goods Price has been paid to MSX for such Products.

5. DELIVERY OF THE PRODUCTS

- 5.1 Unless otherwise specifically stated, the Delivery Date shall be the date by which the Order shall be made available FCA (Incoterms 2000) at MSX's loading dock at the Manufacturing Site, whereupon MSX shall be entitled to invoice RB for Cost of Goods Price in respect of the Products so delivered. An Order may request boxed shipping at an additional handling charge beyond the Cost of Goods Price. No Orders shall be shipped in boxes unless expressly agreed to by MSX in writing. Legal title to the Products and risk of damage to, or loss of, the Products shall pass from MSX to RB upon being made available at MSX's loading dock at the Manufacturing Site on the Delivery Date in accordance with Clause 5.7. Any invoices sent to RB under this Clause 5.1 shall specify the Price in respect of the Products delivered, the quantity of Products delivered, the date of delivery and the amount of VAT or other taxes due in respect of the Products delivered, together with any applicable transportation costs (if any) associated with delivery.

- 5.2 MSX shall not be liable for any delay or failure to deliver hereunder after the Products leave MSX's loading dock at the Manufacturing Site as set out in Clause 5.1.
- 5.3 Each shipment of Product shall be delivered to RB with:
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- 5.3.1 a Certificate of Analysis and Certificate of Compliance:
- 5.3.2 in accordance with the Quality Agreement; and
- 5.3.3 any other documentation required by any applicable rule, law or regulation having jurisdiction over the shipment and supply of the Products.
- 5.4 RB shall be entitled to reject any Product delivered to RB (or its nominee) without a Certificate of Analysis, Certificate of Compliance or other documentation required under any applicable rule, law or regulation.
- 5.5 MSX recognises that late delivery of the Products may have an impact on RB's obligations to its customers. MSX shall make all reasonable efforts to deliver Products by the Delivery Date requested by RB. The Delivery Date shall be reasonable based on MSX's production capacity.
- 5.6 MSX shall manage any mutually agreed upon changes in writing to the Product Specification and the Packaging Specification, whilst maintaining the supply and delivery performance as set out herein. Changes to the Products shall be made with commercially reasonable speed of implementation, and meet the launch timings mutually agreed upon by the parties in writing or required by applicable law or Regulatory Authority. Inventory levels of Raw Materials, Film and the Products are to be communicated at least ninety (90) days prior to the change and usage agreed with RB in writing before the change is implemented. The parties shall agree in writing to the implementation date at least sixty (60) days prior thereto.
- 5.7 Legal title and risk in the Products shall pass to RB upon being made available FCA (Incoterms 2000) at MSX's loading dock at the Manufacturing Site on the Delivery Date. MSX shall fully insure the Products (at a valuation based on MSX's cost of manufacture plus the cost of API) for as long as they remain at MSX's risk.
- 5.8 In the event there is an incomplete delivery of the Products to RB (or its nominee) pursuant to an Order, RB shall notify MSX in writing within twenty-one (21) days, identifying the amount of Product that has not been delivered. MSX shall use commercially reasonable efforts to rectify such incomplete delivery by supplying the balance of the Products under such Order.
- 5.9 RB shall inspect and test the Products within thirty (30) calendar days of receipt thereof, and shall be entitled to reject such Products which do not conform to the Product Specification and withhold payment of the Cost of Goods Price for such non-conforming Products by giving written notice to MSX within forty (40) calendar days from receipt of such Products by RB.
- 5.10 Any written notice of rejection of the Products given by RB shall specify in sufficient detail the manner in which the Products fail to conform. If it is

determined by written agreement between the parties (or, in the absence of written agreement of the parties, by an independent laboratory or consultant agreed upon by the parties in writing whose fees shall be paid by the nonprevailing party) that the non-conformity is due to:

- 5.10.1 damage to the Products caused by RB (or its nominee), including, without limitation, through improper Product storage or transit, after the delivery of the Products to RB (or its nominee), MSX shall have no liability to RB with respect thereto and RB shall promptly pay what is owed for such Products in accordance with the terms of this Agreement; or
- 5.10.2 the negligence of MSX or breach by MSX of the terms of this Agreement, then MSX shall credit RB's account with the Cost of Goods Price invoiced for such non-conforming Products (or in the event the Cost of Goods Price has been withheld by RB, waive any right to claim the Cost of Goods Price for such non-conforming Products from RB under this Agreement). RB will either return such non-conforming Product to MSX, or lawfully destroy such non-conforming Products (in each case at MSX's written option and cost).

6. CAPACITY, STOCK LEVELS AND TOOLING

- 6.1 Within six (6) months following the Commencement Date, and thereafter within the first calendar month of each Year, MSX shall provide to RB copies of its disaster recovery and contingency plans.
- 6.2 MSX shall inform RB when:
- 6.2.1 the Forecasts; and
- 6.2.2 any other third party orders for products other than the Products that use any tooling or machines which are used in the manufacture of the Products;
- together meet or exceed [***] percent ([***]%) of the Manufacturing Capacity.

6.3 MSX represents and warrants that it will have the capacity to fill RB's requirements for the Products set forth in any Order so long as the amount specified in the Order does not exceed [***] percent ([***]%) of the forecasted volume for such period as set out in the previous Forecast (or such other figure as RB and MSX may agree in writing from time to time). At RB's reasonable written request, MSX shall provide RB with capacity information to demonstrate that the available capacity meets RB's requirements. MSX shall promptly take commercially reasonable action to address to RB's reasonable satisfaction any capacity issues identified in accordance with this Clause 6.3 and Clause 6.5.

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6.4 MSX hereby agrees that, in the event that MSX's success in meeting Orders (whether in terms of failure to meet either or both of the volume and/or the Delivery Date specified in the Orders) falls below [***] percent ([***]%) for any consecutive [***] period during which RB places less than [***] Orders (provided that in the case of any Order which exceeds [***] percent ([***]%) of the volume as set out for that period in the previous Forecast, MSX shall only be deemed to have failed to meet that Order for the purposes of this Clause 6.4 if it fails to deliver on the Delivery Date at least [***] percent ([***]%) of the volume set out in the previous Forecast), MSX shall thereafter hold [***] month stock of the Products, as set out in the latest Forecast; in advance of any Orders from RB.

6.5 In the event that:

6.5.1 MSX's success in meeting Orders (whether in terms of failure to meet either or both of the volume and/or the Delivery Date specified in the Orders) falls below either (i) [***] percent ([***]%) for any consecutive [***] period during which RB places [***] Orders or more, or (ii) [***] percent ([***]%) for any consecutive [***] period during which RB places less than [***] Orders (provided that in the case of any Order which exceeds [***] percent ([***]%) of the volume as set out for that period in the previous Forecast, MSX shall only be deemed to have failed to meet that Order for the purposes of this Clause 6.5.1 if it fails to deliver on the Delivery Date at least [***] percent ([***]%) of the volume set out in the previous Forecast); or

6.5.2 if MSX is prevented from performance in view of an event of Force Majeure as set out in Clause 16.2;

then RB shall have the right to retain a temporary alternative supplier to manufacture and supply the Product, without prejudicing any other rights RB may have under this Agreement.

6.6 If RB elects to purchase the Product from an alternative supplier in accordance with Clause 6.5 above, MSX shall, if necessary:

6.6.1 grant RB and the alternative supplier a limited, personal, non-exclusive, royalty-free licence, without the right to sublicense, to use MSX's applicable Intellectual Property Rights for such period as may be necessary for the alternative supplier to be able to supply Products pursuant to the Forecasts; and

6.6.2 use commercially reasonable efforts to promptly transfer such MSX Intellectual Property Rights under Clause 6.6.1 above subject to confidentiality and intellectual property agreements in the form reasonably satisfactory to MSX.

6.7 MSX shall provide all reasonable assistance regarding the identification appointment and validation of any proposed alternative supplier of the Products in

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the event a supply issue under Clause 6.5 hereof arises. The parties agree to work together in good faith to procure the continued manufacture and supply of the Products from MSX as soon as reasonably practicable following the resolution of the manufacturing problem by MSX.

6.8 At the recommencement of the supply of the Product by MSX pursuant to Clause 6.7 above, the licence to use MSX Intellectual Property Rights to make, have made and import the Products shall cease immediately thereupon. Supply of all Products to RB by MSX will resume immediately thereupon. Except as otherwise provided in Clause 6.5 above, RB shall source the Products exclusively from MSX during the Term.

6.9 The provisions of Clause 6.5 and 6.6 shall not apply, and subject to Clause 5.9, RB shall not be entitled to withhold payment for Products, where a delay or failure to deliver arises due to the delay or failure of RB to deliver the quantities of API ordered by MSX¹ where the API delivered by RB fails to meet the API Specification or is contaminated, or is due to any other delay, fault or failure attributable to RB or any of its Affiliates or assigns and, in each case MSX shall not be in default under or breach of this Agreement for any corresponding failure or delay in the manufacture or delivery of Products.

6.10 MSX represents and warrants that, subject to Clause 6.12 and the receipt of binding Orders from RB for such stock materials, it will maintain sufficient stock levels of the Film (which subject to Clause 6.11 below shall be no less than [***] months) to provide flexibility and to respond in a commercially reasonable manner to increases in RB's demand.

6.11 MSX will use commercially reasonable efforts to carry out such stability testing as is necessary to demonstrate that the storage of the Film (whether in the form of Master Rolls or in Daughter Rolls (being a Master Roll divided into approximately [***] equal rolls)) in accordance with Clause 6.8 shall not adversely affect the manufacture of the Products and that the Products will remain within the Product Specification and the Packaging Specification. If MSX is unable to demonstrate that the storage of the Film for [***] months or more shall not adversely affect the manufacture of the Products and/or the maintenance of the Products within the Product Specification and the Packaging Specification, it will use commercially reasonable efforts to obtain a suitable shorter duration of commercially reasonable possible storage under the circumstances and the duration specified in Clause 6.10 shall be adjusted accordingly.

- 6.12 RB warrants and represents that it shall reimburse MSX for all reasonable third party costs incurred by MSX in storing the Film and carrying out the stability testing as specified in Clauses 6.10 and 6.11, respectively. Such costs shall be invoiced by MSX to RB following MSX incurring the obligation to make payment of such costs and these invoices shall be paid by RB within the time set forth in such invoices, but in no event later than thirty (30) days from receipt thereof.

- 6.13 Where any Tooling is provided or funded by RB1 if any (including in accordance with the provisions of Clause 15.17), ownership, title and interest in such Tooling shall at all times belong to RB and MSX shall throughout the Term keep and maintain the sign and/or sticker on the Tooling indicating the sole ownership of the property of RB.

7. PRICE AND PAYMENT

- 7.1 The price for the Products (the "Price shall be as set out in Clause 7.2 and all references to sums payable shall be in U.S. dollars (USD) unless specifically indicated to the contrary in this Agreement
- 7.2 The Price payable by RB to MSX for the Products shall be the Cost of Goods Price for the Year of manufacture, subject to minimum Order price adjustments and additional packaging fees, if any, in accordance with Clause 7.3 below.
- 7.3 RB agrees that, during the Term, the Price for each of the Products shall be adjusted as follows:
- 7.3.1 the Price for each Product shall be increased in the event that RB fails to satisfy the minimum Order requirements for each Order as set forth below:
- (i) each Order that is for [***] or more, but less than [***] units of a Product, the Price for each such Product shall be increased by [***] U.S. dollars (USD\$[***]); and
- (ii) each Order that is for less than [***] units of a Product, the Price for each such Product shall be increased by [***] U.S. dollars (USD\$[***]); and
- where in this Clause 7.3 Order shall mean any Order composed of the same-dose Product for different countries (such that a requirement for [***] 2mg dose units for the UK and [***] 2mg dose units for the US would be an Order for [***] units) but shall not include any combination of orders for different dose Products (such that a requirement for [***] 2mg dose units and [***] 8mg dose units would be considered as two separate Orders for [***] units each).
- 7.3.2 In the event that any Order requests more than one packaging for the Products covered by such Order, RB shall pay a lump sum amount for each additional packaging request in the amount of [***] Dollars (USD \$[***]), regardless of the number of units of Product covered by such new packaging request (the "Packaging Fee"). For the avoidance of doubt, the parties agree that any Order that is for [***] units of a Product or more shall not be adjusted as to price per each Product by a request under such Order for multiple packaging of such Products but RB will pay any applicable Packaging Fees for such Order.

- 7.4 Subject to Clauses 7.5 to 7.7, in addition to the fees under Clause 7.1, RB shall pay to MSX a royalty of the sum of the following:
- 7.4.1 [***] of the Net Sales Value of the Products sold during the Term in the U.S. up to a maximum annual royalty of USD\$[***] U.S. dollars) per Year of sale (pro rated accordingly for the period from the Product Launch of the Product in the U.S. to the 31st of December in the Year of the Product Launch in the U.S. and from the 1st of January until the expiry of the Royalty obligations in accordance with Clauses 7.5 in any Year where those obligations expire, if applicable); and
- 7.4.2 [***] of the Net Sales Value of the Products sold during the Term in the ROW up to a maximum annual royalty of GBP£[***] Pounds Sterling) per Year of sale (pro rated accordingly for the period from the Product Launch of the Product in the ROW to the 31st of December in the Year of the Product Launch in any country within the ROW and from the 1st of January until the expiry of the Royalty obligations in accordance with Clauses 7.6 in any Year where those obligations expire, if applicable)
- 7.5 The obligations to pay Royalties as set out in Clause 7.4.1 above shall end upon the occurrence of:
- 7.5.1 the expiry of all of the Patents in the U.S. and of all patents which issue in the U.S. in respect of any Improvements relating to the MSX Arising Intellectual Property Rights and/or Existing Intellectual Property Rights, as the case may be; or
- 7.5.2 RB exercising the option under Clause 7.7.1 in respect of the U.S., whichever is the sooner.
- 7.6 The obligations to pay Royalties as set out in Clause 7.4.2 above shall end, on a country by country basis, upon the occurrence of:
- 7.6.1 the expiry of all of the Patents in the ROW and of all patents which issue in any country within the ROW in respect of any Improvements relating to the MSX Arising Intellectual Property Rights and/or Existing Intellectual Property Rights, as the case may be; or
- 7.6.2 RB exercising the option under Clause 7.7.2 in respect of the ROW, whichever is the sooner.
- 7.7 RB shall have the option upon prior written notice to MSX to stop making payments of the Royalties due under Clauses 7.4.1 and/or 7.4.2 (the "Options") by making payment to MSX of:

The Option under this Clause 7.7.1 shall be exercisable at any time commencing after the [***] anniversary of the date of the Product Launch of the Product in the U.S.; and/or

- 7.7.2 7.7.2 with respect to Royalties due under- Clause 7.4.2, GBP£[***] Pounds Sterling) immediately upon exercising such Option. The Option under this Clause 7.7.2 shall be exercisable at any time commencing after the [***] anniversary of the date of the Product Launch of the Product in any country of the European Union within the ROW.

Upon making payment to MSX of the amounts stated in Clause 7.7.1 the obligations to pay Royalties to MSX in respect of the U.S. will immediately cease and upon making payment to MSX of the amounts stated in Clause 7.7.2 the obligations to pay Royalties to MSX in respect of the ROW will immediately cease. For the avoidance of doubt, the Options granted under Clauses 7.7.1 and 7.7.2 may be exercised independently of each other.

- 7.8 For the avoidance of doubt, no credit will be given in respect of Royalties previously paid and where any of the Options are exercised part way through any Half Year Period, RB shall be responsible for making payments of any Royalties due in respect of sales of Products made before the date such of the Options was exercised and shall make such Royalty payments at the end of the Half Year period in which such of the Options was exercised.

7.9 Third Party Claims

- 7.9.1 If a third party claims that the manufacture and supply of a Product by MSX under this Agreement (including manufacture in accordance with the MSX's Existing Intellectual Property Rights or MSX's Arising Intellectual Property Rights), or the subsequent use and sale of such Products by RB, infringes any claims of patents of such third party (and such infringement claim is not a claim that (i) the buprenorphine or naloxone component of the Product, and (ii) the manufacture of the buprenorphine or naloxone component of the Product, infringes any claims of patents of such third party) (a "TP Patent Claim"), MSX shall be responsible, at its cost and expense, for either defending or settling such TP Patent Claim and paying any judgment recovered by such third party in a suit for such TP Patent Claim (including any amounts for past infringement of such third party's patent by the Product), and using commercially reasonable endeavours to obtain an exclusive license in the Field from such third party that would by the terms of such settlement or exclusive license allow RB the right to continue to sell during the Term such Product in the Field in the jurisdiction or country in which such claim is brought consistent with the terms and conditions of this Agreement and without any additional royalty or remuneration therefore by RB. In the event that MSX has not successfully defended

or settled such TP Patent Claim or obtained such exclusive license the obligation for payment of Royalty by RB under Clauses 7.4.1 and 7.4.2 (and, if applicable, Clause 7.7) in connection with continued sales of such Product (if any) shall be adjusted as set out in Clauses 7.9.3.1 and 7.9.3.2, as applicable, and in the event that the TP Patent Claim is brought more than [***] years after the Commencement Date and RB is prohibited from selling Products (i) in any of the U.S. or that portion of the ROW that constitutes all of the European Union, then RB shall have the right upon [***] days prior written notice to MSX to terminate this Agreement, or (ii) in any other jurisdiction in the Territory, then RB shall have the right upon [***] days prior written notice to MSX to terminate this Agreement as to such other jurisdiction. For purposes of this Clause 7.9.1, MSX shall be deemed to have failed to use commercially reasonable efforts to obtain such a licence as set out above if MSX fails or elects not to use such efforts and resources (including, without limitation, the promptness in which such efforts and resources would be applied) consistent with its expression on and before the Commencement Date of MSX's commitment to obtaining such a licence should it be required in order to alleviate a priority concern of MSX, including expending such additional funds and devoting such additional manpower and other resources as is necessary and appropriate to reasonably assure the grant of such a licence to allow RB to continue to sell during the Term the Products in the Field in the relevant jurisdiction or country and, in any circumstances, which are consistent with the general level of effort and resources that would be used in the pharmaceutical industry for a company with the intention to commercialize and exploit a product critical to the continued success of the company. In the event that despite the use of such endeavours as described above, MSX is unable to obtain the licence described above it shall inform RB of this fact and discuss with RB any further possibilities for the joint resolution of this issue including, without limitation, RB assisting MSX to obtain such a licence (which RB shall be entitled to consider in its absolute discretion) on the assumption that any sums paid by RB (if any) towards obtaining such a licence will be offset against any Royalties to be paid by RB to MSX pursuant to Clause 7.4.

- 7.9.2 If a third party brings a claim of invalidity of the Patents in any part of the Territory, then, subject to Clause 7.9.4, MSX shall be responsible for defending such claim, at its cost and expense, and seeking to maintain validity of the Patents and all obligations for payment of a Royalty under Clauses 7.4.1 and 7.4.2 (and if applicable Clause 7.7) in connection with sales of Products following such claim shall be adjusted according to Clause 7.9.3.1 and 7.9.3.2 below, as applicable, and RB shall have the other rights set forth in Clause 7.9.3.3.

- 7.9.3 For any claim brought by a third party which is successful or not yet finally adjudicated under Clauses 7.9.1 or 7.9.2

- 7.9.3.1 and such third party introduces a product in the Field which gains a market share in the Field of at least a [***] percent ([***]%) but not more than [***] percent ([***]%) in any of (i) the U.S., (ii) that portion of the ROW that constitutes the European Union, or (iii) any other country in the Territory within [***] months after such product introduction (the "Market Review Period"), RB's obligation to make such Royalty payments after the expiration of the Market Review Period with respect to sales of such Product in such jurisdiction or country shall be reduced by [***]; or
- 7.9.3.2 and such party introduces a product in the Field which gains a market share in the Field of [***] percent ([***]%) or more in any of (i) the U.S., (ii) that portion of the ROW that constitutes the European Union, or (iii) any other country in the Territory during the Market Review Period, RB's obligation to make such Royalty payments after the expiration of the Market Review Period and thereafter with respect to sales of such Product in such jurisdiction or country shall be terminated; or
- 7.9.3.3 if such third party claim is brought within [***] years after the Commencement Date and (i) RB is prohibited from achieving Product Launch in any of the U.S. or that portion of the ROW that constitutes all of the European Union, then RB shall have the right upon thirty (30) days prior written notice to MSX to terminate this Agreement, or (ii) RB is prohibited from selling all Products in any other jurisdiction in the Territory, then RB shall have the right upon thirty (30) days prior written notice to MSX to terminate this Agreement as to such other jurisdiction. Upon termination of this Agreement under this Clause 7.9.3.3, RB shall satisfy its obligations under Clause 18.1.2 and MSX shall indemnify RB for the Losses incurred by RB as a result of such termination up to an amount equal to [***] of the payments made by RB (and its Affiliated Companies) to MSX and its Affiliated Companies in developing the Products (which for the avoidance of doubt shall be all sums paid by RB (and its Affiliated Companies) to MSX excluding sums paid by RB (and its Affiliated Companies) in respect of the purchase of the Products and Royalties under this Agreement including, payments by RB under Clause 7.7, if any) prior to such termination. Payment of such amount to RB under this Clause 7.9.3.3 shall be the sole and exclusive remedy of RB for any termination of this Agreement under this Clause 7.9.3.3 and, upon payment thereof to RB, MSX shall have no further obligation or liability to RB under this

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Agreement or otherwise for such third party claim, except for MSX's obligations to pay the costs and expense of defending and settling such third party claim under Clause 7.9.1. This Clause 7.9.3.3 shall not apply to any claim brought by [***] within [***] after the Commencement Date, which claim (and the rights and obligations of MSX and RB relating thereto) shall be solely covered under Clause 7.10.

- 7.9.4 For any such third party claim brought under Clauses 7.9.1 or 7.9.2 in which such third party is unsuccessful (including a claim brought by [***] as described in Clause 7.10), then RB's obligations to make payment of the Royalties shall remain unchanged and shall be in effect in accordance with the terms of this Agreement, subject to the following. If such third party introduces a product in the Field while such claim is being adjudicated and which is thereafter withdrawn from the Field after such adjudication, RB shall make payment of the Royalties (together with all future Royalties due under this Agreement) which would have been paid in accordance with the terms of this Agreement prior to such adjudication, subject to RB's rights in accordance with Clauses 7.9. 3.1 and 7.9.3.2 to reduce or terminate such Royalty payments, as the case may be, for the period prior to such withdrawal and subject to the last sentence of Clause 7.9.1 in which RB may offset royalties paid by RB to such third party for a license under Clause 7.9.1, if any, against Royalties to be paid by RB to MSX pursuant to Clause 7.4.
- 7.9.5 For any such third party claim that is brought alleging the invalidity of the Patents and MSX believes that defending such claim is unnecessary and uneconomical, then save in respect of the US and that portion of the ROW that constitutes all of the Europe Union (in which areas MSX shall be obliged to defend any claims for invalidity), MSX shall seek RB's consent not to defend such actions and RB agrees that such consent shall not be unreasonably withheld, conditioned or delayed.

- 7.10 In the event that [***] brings a claim that the manufacture and supply of a Product by MSX under this Agreement (including manufacture in accordance with MSX's Existing Intellectual Property Rights or MSX's Arising Intellectual Property Rights) or the subsequent use and sale of such Products by RB, infringes a claim of one of its patents described in Schedule 10 attached hereto (and such infringement claim is not a claim that (i) the buprenorphine or naloxone component of the Product, or (ii) the manufacture of the buprenorphine or naloxone component of the Product, infringes any claims of such patents), MSX shall have all of the obligations to defend, settle and obtain an exclusive license with respect thereto in accordance with the terms of Clause 7.9.1. If the claim is brought within one year after the Commencement Date and [***] is successful in its claim, or such claim has not yet been finally adjudicated, and, as a result thereof, RB is prohibited from achieving Product Launch in the US or that portion

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of the ROW that constitutes all of the European Union, RB shall have the right to terminate this Agreement and, upon such termination, RB shall satisfy its obligations under Clause 18.1.2 and MSX shall pay to RB as liquidated damages a lump sum amount equal to [***] for all Losses incurred or to be suffered by RB (the "[***] Settlement") as a result thereof or in connection therewith. Payment of the [***] Settlement to RB shall be the sole and exclusive remedy of RB for any termination of this Agreement with respect to a claim by [***] under this Clause 7.10 and, upon payment of the [***] Settlement to RB, MSX shall have no further obligation or liability to RB under this Agreement or otherwise with respect to such [***] claim, except for MSX's obligation to pay for the defense and settlement of such [***] claim, including the payment of any judgement (including for past infringement of [***] patents by the Product, if any) recovered by [***] in a suit for such [***] claim in accordance with Clause 7.9.1.

- 7.11 In addition to the Price, RB shall make a payment to MSX of USD\$[***] U.S. dollars) (the "Milestone Payments") on each of the following dates:

7.11.1 the Product Launch of the Product in the U.S.; and

7.11.2 the first Product Launch of a Product within any country within the ROW.

For the avoidance of doubt, this shall amount to a maximum total payment of USD\$[***] for Milestone Payments.

- 7.12 For the duration of this Agreement, MSX shall use commercially reasonable efforts to be technically and commercially competitive, taking into account the market for the supply and the cost from other suppliers of product(s) similar to the Products, and shall effect cost reductions and engage in all such technical innovations in respect of the Products which are commercially reasonably possible, taking into account MSX's manufacturing obligations to other parties, capital investment and any other relevant factor as determined by MSX.
- 7.13 Promptly following the execution and delivery of this Agreement, MSX shall deliver to RB information regarding the Costs of Raw Materials. At least sixty (60) days prior to the beginning of each subsequent Year, the parties shall confer (each, an "Annual Review") regarding all costs of manufacturing the Products, including, without limitation, Raw Materials, other components, energy, transportation, legal, regulatory and all other hard and soft costs of manufacture, but not labour, in order to determine if cost reductions are appropriate.
- 7.14 The cost of goods price for the period from the Commencement Date and expiring on the 31st of December in the Year of the Commencement Date shall be (the price as set out in Schedule One and, unless otherwise agreed by the parties in writing pursuant to this Clause 7.14, the cost of goods price for each subsequent Year, shall be increased or decreased in accordance with the Price Change (the "Cost of Goods Price"). In the event that the Price Change for a Year exceeds the

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change in the Pharma Price Index for the same period, RB may, at its option, obtain pricing for one or more of the Major Raw Materials from third parties who are, to the reasonable satisfaction of MSX, qualified suppliers (as can be demonstrated through written documentation). If the pricing obtained by RB is at least [***] more favourable for a given Year than the costs provided by MSX during such Year, MSX shall engage in a good faith review of the obtained pricing. If MSX, acting with commercial reasonableness (including, without limitation, giving consideration to quality control, shipping fees, import duties, warehousing fees, time of transit, and the cost of certifying, qualifying and testing the Major Raw Materials of such proposed supplier), determines that the pricing obtained by RB is at least [***] more favourable for a given Year, MSX shall, at its sole option, either (i) engage the supplier offering the pricing obtained by RB for such period as the supplier pricing remains at least [***] more favourable, and adjust the Cost of Raw Materials for the given period, or (ii) obtain a price reduction from its then current supplier to pricing similar (even if less favourable) to the reduced pricing obtained by RB. The parties agree that during the course of such discussions the Price chargeable for the Products shall be the Price for the previous Year as varied according to the Pharma Price Index and that following the determination of the Price in accordance with the above procedure RB shall be responsible to MSX for the payment of any excess sums due to MSX applying such determined price retrospectively against all Orders for the Products during such period. RB shall make such payment within [***] days after determining the Price in accordance with the above procedures. For the avoidance of doubt, MSX acknowledges that in dealing with any third party suppliers of Raw Materials it will not disproportionately allocate any discounts in determining costs charged by the third party supplier for the Raw Materials, when such Raw Materials are purchased from a third party supplier supplying to MSX raw materials to be used by MSX in relation to products other than the Products. MSX hereby agrees that, upon reasonable advance written notice to MSX, RB shall have a right to an audit of such records of MSX as is reasonable to ensure that the cost of such raw materials are in compliance with this Clause 7.14; provided, that, such access shall be limited to the period ending not more than [***] years prior to the date of such audit and RB shall be responsible for the costs of such audit and MSX shall not charge RB for any of MSX's costs of such audit. For the avoidance of doubt, RB agrees that all information disclosed by MSX under this Clause 7.14 shall be Confidential Information for the purpose of this Agreement and RB shall ensure that any nominee of RB participating in such audit shall enter into a confidentiality agreement with MSX obligating such nominee to maintain the confidentiality of any information disclosed by MSX pursuant to this Clause 7.14.

- 7.15 All invoices to be sent to RB shall be sent to Accounts Payable, Reckitt Benckiser Pharmaceuticals Inc., 10710 Midlothian Turnpike, Suite 430, Richmond, Virginia 23235.
- 7.16 RB shall pay invoices in respect of the Cost of Goods Price, together with any other invoices submitted to it pursuant to this Agreement, within [***] of receipt

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by RB from MSX of a valid VAT (or other applicable similar taxes) invoice therefore.

- 7.17 If RB is required to withhold any tax, including, but not limited to, the value-added tax (VAT) and any similar taxes that can replace or append the existing ones, then RB shall make payment of the relevant fee after such withholding in accordance with the applicable law. The parties agree to co-operate in all commercially reasonable respects necessary to determine, prior to any such withholding, whether either party is responsible for any taxes in connection with the transactions contemplated under this Agreement and during the Term to take advantage of such double taxation agreement as may be available and the party responsible for securing any certificates or approvals that are necessary for the payment without any withholding of taxes at source is MSX, and all the expenses related to obtaining such certificates or approvals are for the remit of MSX.
- 7.18 RB shall pay the Royalty for Products (if any) within [***] days of the expiry of the Half Year period in which the relevant Royalties are chargeable. Each Royalty payment shall be accompanied by a statement detailing the calculation of Royalties due to MSX, including, without limitation, the amount of Products sold and the corresponding Royalty amount.
- 7.19 MSX shall be expressly permitted to assign any sums payable under this Clause 7.
- 7.20 MSX shall have the right to have its independent certified accountants ("MSX Accountants") review and verify the accuracy of the records and accounts related to the Royalties (including records of sales as notified to it by its distributor in respect of certain countries within the

Territory) hereunder for any Half Year ending not more than [***] years prior to the date of such review (the "Records"); provided, that, MSX shall not have the right to conduct more than [***] such inspection in any [***] month period, unless MSX or RB shall have a good faith belief that during such period that a Regulatory Authority inspection is expected, or unless otherwise required by applicable law, regulation rule or Regulatory Authority. Following such review, 'MSX's accountants shall disclose to RB and MSX whether the Royalties paid to MSX hereunder are correct and accurate, and give details of any discrepancies between the Royalties due under the Records and Royalties paid. MSX shall be responsible for the costs of the MSX Accountants unless the MSX Accountants certify that RB has underpaid Royalties properly due to MSX by [***] or more in the period being audited, in which instance RB shall reimburse MSX for all costs of the MSX Accountants within [***] of receipt of notice of such underpayment. In no event shall the MSX Accountants disclose to MSX information other than whether the Royalties payable by RB were accurate or inaccurate and the amount of any discrepancies due. For the avoidance of doubt, MSX agrees that all information disclosed by RB under this Clause 7.20 shall be Confidential Information for the purpose of this Agreement and MSX shall ensure that the MSX Accountants shall enter into a confidentiality agreement with RB obligating the MSX Accountants to maintain the confidentiality of any information disclosed by RB pursuant to this Clause 7.20.

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- 7.21 In the event that the review conducted under Clause 7.20 concludes that RB owes to MSX further Royalty payments, RB shall make such additional payments within [***] days of a copy of the MSX Accountants' review being delivered to both parties. In the event that the review conducted under Clause 7.20 concludes that RB has made Royalty payments to MSX in excess of those required, such excess payments shall be credited against future payments owed by RB to MSX under this Agreement (or, if no such payments are owed, shall be promptly refunded by MSX to RB within [***] days of a copy of the MSX Accountants' review being delivered to MSX).
- 7.22 During the Term commencing with the period ending at December 31, 2008, RB shall be entitled to receive a rebate on volume purchases of the Products in accordance with the following (the "Rebate"):
- 7.22.1 In the event that RB purchases in any Year in the aggregate more than [***] but less than [***] units of Product, in any combination of one or more Products set forth on Schedule 3, RB shall be entitled to receive a Rebate of [***] U.S. dollars (USD\$[***]) for each unit of Product over [***] and less than [***] purchased by RB during such Year; and
- 7.22.2 In the event that RB purchases in any Year in the aggregate [***] units of Products or more, in any combination of one or more (Products set forth on Schedule 3, then in addition to the rebate payable under Clause 7.22.1 above, RB shall be entitled to receive a Rebate of [***] U.S. dollars (USD[***] for each unit of Product at and in excess of [***] purchased by RB during such Year; and
- 7.22.3 The Rebate due to RB in any Year, if any, shall be calculated by MSX on or before January 31st of the immediately succeeding Year (the "Rebate Calculation"); and
- 7.22.4 At the option of MSX, exercised in its sole discretion, the Rebate for each Year, if any, shall be either: (i) paid by MSX to RB on or before February 15th of the immediately succeeding Year for which such Rebate Calculation is due; or (ii) granted as a credit by MSX in the amount of such Rebate against the payment or payments of Royalties due by RB after the Rebate Calculation; and
- 7.22.5 No Rebate under this Agreement, if any, shall result in or entitle RB to any right of set-off, discount or similar reduction of the Price of any Product purchased by RB, or in any other payment due by RB under this Agreement, including, without limitation, any Milestone payment, Option payments, and Royalty payments except as specifically set forth in Clause 7.22.4(ii) above. No interim payments of Rebates, if any, due under this Agreement shall be made during the Term except any Rebates due and unpaid by MSX, pursuant to the terms of this Agreement, upon the expiration or termination of this Agreement and

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not theretofore applied by MSX as a credit against Royalties due and owing by RB upon such expiration or termination.

8. QUALITY DOCUMENTATION AND INSPECTION

- 8.1 MSX shall manufacture the Products in accordance with this Agreement and in particular with the provisions of Clause 3.1.1.
- 8.2 If MSX has actual knowledge that any aspect of the Product Specification is liable to result in the manufacture of a defective Product which may lead to a liability being incurred, MSX shall, as soon as reasonably practicable, notify RB in writing.
- 8.3 MSX shall establish and maintain a batch-tracking system to enable it to identify and procure the recall (if necessary) of Products which may be affected in any way by manufacturing and production problems. MSX shall provide details to RB of its batch-tracking system upon RB's reasonable written request to do so.
- 8.4 MSX shall:
- 8.4.1 complete the documentation relevant to the manufacture, testing, storage and delivery of the Product in accordance with cGMP and any other reasonable requirements of RB provided to MSX in advance in writing, and shall retain such documentation for a minimum period of six (6) years after delivery of the Product to RB (or its nominee);
- 8.4.2 permit RB (or its nominee), on reasonable prior written notice to MSX, access to the Manufacturing Site from time to time during the Term as is reasonable (or if required by applicable law, regulation, rule or Regulatory Authority) for the inspection of any documentation relating solely to the manufacture, testing, storage or delivery of the Products, the Raw Materials or the Film for the period ending not more than [***] years prior to the date of such inspection; provided, that, RB shall be responsible for the costs of such inspection and MSX shall not charge RB for MSX's costs of such inspection. For the avoidance of doubt, RB agrees that all

information disclosed by MSX under this Clause 8.4.2 shall be Confidential Information for the purpose of this Agreement and RB shall ensure that any nominee of RB participating in such inspection shall enter into a confidentiality agreement with MSX obligating such nominee to maintain the confidentiality of any information disclosed by MSX pursuant to this Clause 8.4.2;

- 8.4.3 promptly, upon the reasonable written request of RB, provide RB with any Product validation report, including a summary of the analytical results, the stability results, details of any Product failures, process deviations and any out of Product Specification results; and

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- 8.4.4 complete and lodge with the appropriate Regulatory Authorities where required all documentation relating to the export of the Products where delivery involves export from the country of manufacture.

- 8.5 RB (or its nominee) shall have the right to perform any tests it wishes (at RB's expense) on any Product, Raw Materials or Film at MSX's Manufacturing Site as reasonably requested by RB upon ten (10) days advance written notice to MSX to ensure its compliance with the Product Specification, and without interference with MSX's operations.

- 8.6 MSX shall, and shall use commercially reasonable efforts to, procure that its Affiliates shall, grant a right of reasonable access to RB (or its nominee) to inspect any records relevant to the manufacture of the Products subject to Clause 8.4.2 or conduct any tests on the Products, Raw Materials or Film subject to Clause 8.5.

- 8.7 RB shall, and shall use commercially reasonable efforts to procure that any Affiliate or third party API manufacturer shall:

- 8.7.1 complete the documentation relevant to the manufacture, testing, storage and delivery of the API in accordance with cGMP and any other reasonable requirements of MSX provided to RB in advance in writing, and shall retain such documentation for a minimum period of six (6) years after delivery of the API to MSX (or its nominee);

- 8.7.2 permit MSX (or its nominee), on reasonable prior written notice to RB, access to the manufacturing site of the API from time to time during the Term as is reasonable (or if required by applicable law, regulation, rule or Regulatory Authority) for the inspection of any documentation relating to the manufacture, testing, storage or delivery of the API for the period ending not more than [***] years prior to the date of such inspection; provided, that, MSX shall be responsible for the costs of such inspection and RB shall not charge MSX for any of RB's costs for such inspection. For the avoidance of doubt, MSX agrees that all information disclosed by RB under this Clause 8.7.2 shall be Confidential Information for the purpose of this Agreement and MSX shall ensure that any nominee of MSX participating in such inspection shall enter into a confidentiality agreement with RB obligating such nominee to maintain the confidentiality of any information disclosed by RB pursuant to this Clause 8.7.2;

- 8.7.3 promptly, upon reasonable request of MSX, provide MSX with any validation report for any API batch, including a summary of the analytical results, the stability results, details of any such batch failures, process deviations and any out of API Specification results; and

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- 8.7.4 complete and lodge with the appropriate Regulatory Authorities where required all documentation relating to the export of the API where delivery involves export from the country of manufacture.

- 8.8 MSX shall have the right, but not the obligation, to perform any tests it wishes (at MSX's expense) on any API at the manufacturing site of the API or any other relevant sites as MSX reasonably requests to ensure its compliance with API Specifications.

- 8.9 RB shall, and shall use commercially reasonable efforts to procure that its Affiliates and any third party API manufacturer shall, grant a right of reasonable access to MSX (or its nominee) to inspect any records relevant to the manufacture of the API subject to Clause 8.7.2 or conduct any tests on the API subject to Clause 8.7.4.

- 8.10 Each of the parties hereby warrant and represents to the other that (i) it is not debarred under the Generic Drug Enforcement Act of 1992, 21 U.S.C. 335[a] (the "Generic Drug Enforcement Act"), and that it has not been convicted of a crime for which it could be debarred under the Generic Drug Enforcement Act; and (ii) it shall not use in any capacity the services of any person debarred under the Generic Drug Enforcement Act, or convicted of a crime for which a person can be debarred under the Generic Drug Enforcement Act.

9. WARRANTIES

- 9.1 MSX hereby warrants that:

- 9.1.1 the Manufacturing Site has as of the Commencement Date, and will maintain during the Term, all necessary or appropriate consents, approvals, licences, permits, registrations or authorisations (or waivers) required to manufacture the Products, in accordance with the terms of this Agreement;

- 9.1.2 it has the necessary facilities, equipment, Know-How, procedures and personnel at the Manufacturing Site to manufacture the Products in accordance with the terms of this Agreement;

- 9.1.3 any Products manufactured pursuant to this Agreement shall comply with the Product Specification and all provisions as to quality set out in the Quality Agreement;

- 9.1.4 subject to Clause 6.9, at the time that legal title and risk of loss passes to RB pursuant to Clause 5.7, the Products manufactured pursuant to this Agreement shall be free from adulteration or contamination and fit for their intended purpose under this Agreement; and
- 9.1.5 the manufacture of the Products will comply with all applicable national and local laws, rules, regulations and guidelines in force in the

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jurisdiction of the country of distribution in respect of the manufacture of the Products and, to the knowledge of MSX, there are no circumstances or conditions in existence as of the Commencement Date which would reasonably be expected to prevent continuing compliance of the manufacture of the Products in accordance with the terms of this Agreement with all such national and local laws, rules, regulations and guidelines during the Term.

9.2 MSX further warrants that:

- 9.2.1 subject to the terms of this Agreement, it will meet all Orders from RB for the Products that are consistent with the terms of this Agreement;
- 9.2.2 it shall supply the Products within the periods set out in Clause 5.1;
- 9.2.3 it shall convey good title in any Products delivered to RB under this Agreement;
- 9.2.4 it is duly incorporated and organized and is validly existing under the laws of its jurisdiction of incorporation and has the corporate power and authority to own its assets and to conduct its businesses and to perform its obligations hereunder;
- 9.2.5 the execution and delivery of this Agreement by it and the completion by it of the transactions contemplated herein do not and will not result in the breach of, or violate any term or provision of, its articles of incorporation or by-laws;
- 9.2.6 it is not subject to any outstanding injunction, judgement or order of any governmental authority which would prevent or materially delay the transactions contemplated by this Agreement; there are no civil, criminal or administrative claims, actions, suits, demands, proceedings, hearings or investigations pending or, to MSX's knowledge threatened, at law, in equity or otherwise, in, before, or by, any governmental authority which (if successful) would prevent or materially delay MSX's compliance with the provisions of this Agreement;
- 9.2.7 no dissolution, winding up, bankruptcy, liquidation or similar proceeding has been commenced or is pending or, to MSX's knowledge, proposed in respect of it;
- 9.2.8 the execution and delivery of this Agreement and the completion of the transactions contemplated herein have been duly approved by appropriate persons within its organisation and this Agreement constitutes the legal, valid and binding obligation of MSX enforceable against it in accordance with its terms;

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- 9.2.9 it or its Affiliates has taken or will take all action as may be required to obtain and maintain, comply and keep current any governmental licences, permits, approvals and/or registrations that are necessary for MSX and/or its Affiliates to manufacture and/or supply the Products and to carry out and perform its obligations under this Agreement;
- 9.2.10 it shall, at its own cost, diligently prosecute to grant all subsisting patent applications within the Patents so as to secure the broadest monopoly legally and reasonably obtainable within the Field consistent with avoiding serious prejudice to the validity of such granted Patents and provide RB with a patent update report (which shall include details of the renewal dates of all Patents registered) every [***] months during the Term;
- 9.2.11 it shall for the life of the Patents pay all renewal fees and do all such acts and things as may be necessary to maintain and keep the Patents and shall provide RB with written notice of its intent not to renew at least [***] months before the last day for renewing the Patents; and
- 9.2.12 it shall not during the Term, save following receipt of written notice that RB does not wish to acquire the Patents in accordance with Clause 15.13, abandon any of the Patents or allow any of them to lapse.

9.3 RB hereby warrants that:

- 9.3.1 RB, the manufacturing site of the API and/or any third party API manufacturer, as applicable, has as of the Commencement Date, and to RB's knowledge will maintain during the Term, all necessary or appropriate consents, approvals, licences, permits, registrations or authorisations (or waivers) required to manufacture the API in accordance with the terms of this Agreement For the avoidance of doubt this warranty is given without prejudice to RB's obligations to supply API in accordance with the API Specifications;
- 9.3.2 it and/or any third party API manufacturer, as applicable has the necessary facilities, equipment, Know-How, procedures and personnel at the manufacturing site of the API to manufacture the API in accordance with the terms of this Agreement;
- 9.3.3 any API delivered pursuant to this Agreement shall comply with the provisions the API Specification;

- 9.3.4 the API supplied pursuant to this Agreement shall conform to the API Specification and shall be free from adulteration or contamination and fit for its intended purpose under this Agreement;
- 9.3.5 it and/or any third party API manufacturer, as applicable shall comply with all applicable national and local laws, rules, regulations and

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guidelines in force in the U.S. and the European Union in respect of the manufacture of the API and, to the knowledge of RB, there are no circumstances or conditions in existence as of the Commencement Date which would reasonably be expected to prevent continuing compliance of manufacture of the API in accordance with the terms of this Agreement with all such national and local laws, rules, regulations and guidelines during the Term; and

- 9.3.6 MSX's use of the API in accordance with the terms of this Agreement shall not infringe any third party patent rights or other intellectual property rights which are known by RB (or ought reasonably to be known by RB) to exist as of the Commencement Date.

9.4 RB further warrants that:

- 9.4.1 it shall supply the API within the time periods set out in Clause 4.3;
- 9.4.2 it is duly incorporated and organized and is validly existing under the laws of its jurisdiction of incorporation and has the corporate power and authority to own its assets and to conduct its businesses and to perform its obligations hereunder;
- 9.4.3 the execution and delivery of this Agreement by it and the completion by it of the transactions contemplated herein do not and will not result in the breach of, or violate any term or provision of its articles of formation or bylaws;
- 9.4.4 it is not subject to any outstanding injunction, judgement or order of any governmental authority which would prevent or materially delay the transactions contemplated by this Agreement; there are no civil, criminal or administrative claims, actions, suits, demands, proceedings, hearings or investigations pending or, to RB's knowledge threatened, at law, in equity or otherwise, in, before, or by, any governmental authority which (if successful) would prevent or materially delay RB's compliance with the provisions of this Agreement;
- 9.4.5 no dissolution, winding up, bankruptcy, liquidation or similar proceeding has been commenced or is pending or, to the knowledge of RB, proposed in respect of it;
- 9.4.6 the execution and delivery of this Agreement and the completion of the transactions contemplated herein have been duly approved by appropriate persons within its organisation and this Agreement constitutes the legal, valid and binding obligation of RB enforceable against it in accordance with its terms; and
- 9.4.7 it or its Affiliates has taken or will take all action as may be required or necessary to obtain and maintain, comply and keep current any

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governmental licences, permits, approvals and/or registrations that are necessary for RB and/or its Affiliates to manufacture and/or supply the API and to carry out and perform its obligations under this Agreement.

- 9.5 NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WARRANTY OR REPRESENTATION BY EITHER PARTY (I) REGARDING THE EFFECTIVENESS, VALUE, SAFETY, NON-TOXICITY OR PATENTABILITY OF ANY PATENT TECHNOLOGY, THE PRODUCT OR ANY INFORMATION OR RESULTS PROVIDED BY EITHER PARTY PURSUANT TO THIS AGREEMENT, OR (II) THAT THE PRODUCT WILL BE APPROVED. EACH PARTY EXPRESSLY DISCLAIMS, WAIVES, RELEASES, AND RENOUNCES ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT WHICH SHALL REMAIN IN FULL FORCE AND EFFECT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

10. INDEMNITY

- 10.1 Subject to the limitations in Clause 22 below, RB shall indemnify, defend and hold harmless MSX, its Affiliates and its and their respective directors, officers, employees, representatives, agents and contractors ("MSX Parties") from any and all Losses that result from or arise in connection with any claim, action, suit or proceeding, made or brought by or on behalf of a third party (a "Claim") against any of the MSX Parties to the extent the Claim arises from (i) the marketing, distribution or sale of the Products by RB, its Affiliates and its agents, (ii) the use of the Products, (iii) the failure of API to meet the API Specification as a result of defects (latent or otherwise) in, or non conformance of, the API (save for those defects or non conformance which would have been discovered but for MSX's failure to perform the tests to be carried out by MSX in accordance with the terms under Clause 4.4) or the breach by RB of the warranties set forth in Clause 9.3 and 9.4.1, or (iv) a material breach of this Agreement by RB or any of its Affiliates; provided, that:
- 10.1.1 the Claim does not arise from the negligence, wilful default or breach of the terms of this Agreement (including the warranties by MSX in Clause 9) or the Quality Agreement by the MSX Parties; and

10.1.2 the indemnity shall not extend to any part of a Claim that results from any failure by MSX to promptly notify RB in writing of any matter which may give rise to such a Claim to which this indemnity may apply, where such failure actually causes material prejudice to RB's rights or ability to defend against such Claim.

10.2 MSX shall indemnify, defend and hold harmless RB, its Affiliates, and its and their respective directors, officers, employees and contractors ("RB Parties") from

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any and all Losses that result from or arise in connection with any Claim brought against the RB Parties to the extent the Claim arises from (i) the failure of the Products to meet the Product Specification or the breach by MSX of the warranties set forth in Clause 9, or (ii) a material breach of this Agreement by MSX or its Affiliates, provided, that:

10.2.1 the Claim does not arise from the negligence, wilful default or breach of the terms of this Agreement (including the warranties by RB in Clause 9) or the Quality Agreement by the RB Parties; and

10.2.2 the indemnity shall not extend to any part of a Claim that results from any failure by RB to promptly notify MSX in writing of any matter which may give rise to such a Claim to which this indemnity may apply, where such failure actually causes material prejudice to MSX's rights or ability to defend against such Claim.

10.3 Each party shall be obliged to promptly notify the other in writing upon becoming aware of any indemnity claims likely to be made by a third party under the terms of this Clause 10, and shall promptly exchange all information relating to an indemnity claim to the extent reasonably practicable.

10.4 The indemnifying party shall:

10.4.1 have sole control over the conduct, defense (including the right to select counsel) and settlement of any such Claim; provided that no compromise or settlement may be affected by the indemnifying party that indicates an admission of liability by the indemnified party or requires the indemnified party to make any monetary payments, without the prior written consent of the indemnified party, such consent not to be unreasonably withheld, conditioned or delayed; and

10.4.2 keep the indemnified party fully informed of the progress of the defense of such Claim.

10.5 The indemnified party shall:

10.5.1 cooperate fully with the indemnifying party and its legal representatives in the investigation and defense of any Claim under this Agreement;

10.5.2 not make any admissions or do anything that may compromise or prejudice the defense of such Claim without the prior written consent of the indemnifying party; and

10.5.3 not make any payment or incur any expenses in connection with any such Claim or make any admission or do anything that may compromise or prejudice the defense of the Claim without the prior-

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written consent of the indemnifying party, such consent not to be unreasonably withheld, conditioned or delayed.

10.6 Subject to Clause 10.5, in the event a Claim is asserted, the indemnified party may elect to choose counsel independent from that representing the indemnifying party and participate in the Claim, in which case the indemnified party shall be solely responsible for any costs and expenses associated with such counsel including, legal costs, expert fees and all related costs.

10.7 No later than the first shipment of Product to RB for commercial sale, throughout the remainder of the Term and for a period of [***] months after its expiry or termination, the parties shall carry and keep in force a comprehensive general liability insurance policy, including product liability as well as blanket contractual liability coverage. This insurance policy shall provide a liability limit of not less than £[***] for each occurrence or series of related occurrences within any twelve (12) month period. Each party shall, upon the reasonable request of the other, produce satisfactory evidence that all insurance premiums have been paid and kept up to date and are kept in accordance with local insurance laws or regulations from time to time in force. The existence of such insurance shall not be construed as a limitation of either party's liability hereunder.

11. CONFIDENTIAL INFORMATION

11.1 For the avoidance of doubt, RB and MSX may be disclosing Confidential Information belonging to them or their Affiliates on behalf of those Affiliates and those Affiliates may also disclose such information themselves directly.

11.2 "Discloser" means either party or any of its Affiliates disclosing Confidential Information to the Recipient.

11.3 "Recipient" means either party or any of its Affiliates receiving Confidential Information from the Discloser.

11.4 Each party will disclose to the other such Confidential Information as it considers necessary to further the purpose of this Agreement.

11.5 Each party shall treat all Confidential Information disclosed hereunder with strict confidentiality.

- 11.6 The Recipient shall only use Confidential Information to further the purpose of this Agreement and for no other purpose.
- 11.7 The Recipient will not, without the prior written consent of the Discloser, make any notes, sketches, drawings, photographs or copies of any kind of any part of the Confidential Information, except when reasonably necessary for the purposes of this Agreement, in which case such copies will be regarded as Confidential Information of the Discloser.

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- 11.8 The Recipient shall not authorise any third party other than a Sub-Contractors as set forth in Schedule Five (and in the case of the API Specification which, for the avoidance of doubt, MSX shall not without the prior written consent of RB disclose or pass to, or allow use by, any party including a Sub-Contractor as set forth in Schedule Five) to act on or use in any way any Confidential Information belonging to the Discloser (whether or not such third party is aware of such Confidential Information), shall promptly notify the Discloser if it becomes aware of any third party so acting, and (without prejudice to any of its other obligations) shall provide the Discloser such assistance as the Discloser reasonably requires, at the Discloser's cost and expense, to prevent such third party from so acting.
- 11.9 The Recipient will not without the prior written consent of the Discloser communicate or otherwise make available the Confidential Information to any third party save in so far as is necessary to make available the Confidential Information (other than the API Specification which for the avoidance of doubt shall be held in the strictest confidence and shall not be disclosed to any third party (otherwise than under Clause 11.12.6) without the prior written consent of RB) to a third party for any application for registration of any Intellectual Property Rights that it owns or in connection with the registration of any medicinal product provided that it does not prevent the registration of or destroy any registrable Intellectual Property Right. The Recipient will forthwith notify the Discloser of any such application and the Discloser may (in its absolute discretion) refuse permission to allow publication. The Recipient shall require each third party (including Sub-Contractors) to which it gives Confidential Information of the Discloser, including those covered under Clause 11.8 and this Clause 11.9, to sign, prior to receipt of any of the Discloser's Confidential Information, an agreement of confidentiality having the same obligations on such third party as are placed on the Recipient under this Agreement.
- 11.10 The Recipient will however be permitted to disclose Confidential Information to those of its officers and employees and/or officers and employees of its Affiliates who are required in the course of their duties to receive and acquire the Confidential Information for the purpose of this Agreement where such Affiliates and/or employees and/or officers are bound by obligations of confidentiality to the Recipient and/or the relevant Affiliate and are first made aware of the other terms of this Agreement. The Recipient will be liable to the Discloser for any breach of the terms of this Agreement by such Affiliates or by their employees or officers.
- 11.11 The terms of this Clause 11 will continue beyond the expiration or termination of this Agreement for a period of [***] years, except in relation to the Know-How of the Discloser and the API Specification which shall remain confidential for the duration of its confidential nature.
- 11.12 The undertakings given in Clauses 11.4 to 11.11 above shall not apply, in relation to the Recipient, to Confidential Information that:

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- 11.12.1 the Recipient can show by written records was already in the Recipient's possession prior to the Commencement Date and was not obtained under a duty of confidentiality;
- 11.12.2 the Recipient can show by written records is subsequently developed independently by the Recipient without any reference to or use by the Recipient of Confidential Information disclosed by the Discloser;
- 11.12.3 is or becomes public knowledge other than through the default of the Recipient;
- 11.12.4 is disclosed to the Recipient by a third party where such third party did not obtain the same under an obligation of confidence to the Discloser and was not under an obligation of confidence to the Discloser at the time of disclosure;
- 11.12.5 is approved for release upon the written permission of the Discloser; or
- 11.12.6 is required by applicable law, rule or regulation including, without limitation, the United States Securities Act of 1933, the Securities Exchange Act of 1934 and related regulations and interpretations thereof (collectively, the "Securities Laws") to be disclosed by the Recipient, in which case the Recipient shall first inform the Discloser of all relevant facts relating to such a disclosure and shall provide such opportunity as is reasonable in the circumstances for the Discloser to object to, or limit, such disclosure and will provide reasonable assistance to the Discloser in seeking to prevent or limit such disclosure, except that no such act by the Discloser to object to or limit, or assistance of the Recipient requested by the Discloser, shall interfere with, delay or hinder the Recipient's obligations under Securities Laws.
- 11.13 Notwithstanding any other provision of this Agreement, neither party shall make any public disclosure or statement relating to the existence, nature, terms, subject matter or other item in connection with this Agreement, except as required by applicable law, rule or regulation (including, without limitation, Securities Laws), and shall follow the procedure stated in Clause 11.12.6 in connection with issuing such statement.

12. HEALTH REGISTRATIONS AND QUALITY ASSURANCE

- 12.1 RB shall be responsible for obtaining and maintaining the Health Registrations in the Territory and MSX shall provide such assistance as may be reasonably required in connection with obtaining and maintaining such Health Registrations.

- 12.2 RB shall prepare, submit and maintain any relevant DMF dossiers for the Products and any relevant certificate of suitability for the Products in accordance with cGMP. Upon the reasonable request of MSX, MSX shall be given access to

relevant information contained in DMF dossiers or the certificate of suitability necessary for its activities under this Agreement or required by applicable law.

- 12.3 The parties shall comply, and procure that their Affiliates comply, with their respective obligations set out in the Quality Agreement.
- 12.4 MSX shall, on reasonable written request by RB to MSX, provide RB with access to the Master Manufacturing File compiled by MSX in connection with the manufacture of the Products for review.

13. REGULATORY COMPLIANCE, COMPLAINTS AND PRODUCT RECALLS

- 13.1 MSX shall promptly and at its own cost:
- 13.1.1 provide any Regulatory Authority all such documents and information as it may request in relation to the manufacture of the Products;
 - 13.1.2 allow any Regulatory Authority access in relation to the manufacture of the Products to the Manufacturing Site or any other relevant sites for the purpose of an audit or inspection promptly on request by such Regulatory Authority;
 - 13.1.3 respond in a timely manner to any questions of a regulatory nature relating to the manufacture of the Products raised by any Regulatory Authority and copy RB into any such response; and
 - 13.1.4 promptly provide to RB the findings of any such Regulatory Authority audits, inspections or enquires relating to the Manufacturing Site or other sites relevant to the manufacture of the Products.
- 13.2 If any Regulatory Authority requires any changes to be made to the manufacture of the Products, the process, plant or equipment used in the manufacture of the Products or disposal of residue after such manufacture, MSX shall promptly notify RB and send it copies of any relevant documents. MSX shall consult with RB and shall use commercially reasonable efforts to defer implementation of any such changes until RB has been able to make any appropriate amendments to its Health Registrations as may be necessary for manufacture of the Products by MSX.
- 13.3 Each party shall notify the other immediately by telephone and confirm in writing within twenty-four (24) hours upon having actual knowledge of any problem relating to the Products including where:
- 13.3.1 the Products do not comply with the Product Specification or any matter which may affect the safety or efficacy of the Products arising during their manufacture;
 - 13.3.2 the Products are affected by bacteriological or other contamination; or

- 13.3.3 the Products are affected by significant chemical, physical or other change or deterioration or stability failures.
- 13.4 Upon written request by a party, the other party shall promptly investigate any problem identified under Clause 13.3 above or any third party complaint in relation to the Products and shall promptly submit follow-up reports upon the receipt of any new information in connection with the problem or complaint. Upon written request by RB, MSX shall provide reasonable assistance to RB in investigating such problems or complaints. Such investigations by MSX shall include appropriate chemical or microbial analysis of the relevant Product sample (if available), analysis of any retained Product sample or the review of relevant batch documentation. MSX shall provide RB with a written report of its investigations and conclusions [****] days from receipt of RB's written request (including samples, if available) for such investigation. RB shall provide all reasonable assistance to MSX in analyzing any such Product problems or complaints.
- 13.5 All contact and correspondence with any Regulatory Authority in relation to a Product recall or complaint shall be made and co-ordinated by RB (unless otherwise required by applicable law). MSX shall not contact any Regulatory Authority or other government body in relation to any matter concerning the recall of or complaint concerning the Products, without the prior written consent of RB (unless required to do so by law), such consent not to be unreasonably withheld, conditioned or delayed.
- 13.6 During the Term:
- 13.6.1 MSX shall provide RB with copies of any communications (which are known to MSX to exist and are within its possession or control) with any Regulatory Authority specifically relating to the Products;
 - 13.6.2 RB shall provide MSX with copies of relevant communications with any Regulatory Authority in relation to the API or the Products which would impact MSX's obligations under this Agreement; and
 - 13.6.3 If the communications with any Regulatory Authority referred to in this Clause 13 require or directly lead to any change in or to the Manufacturing Site in so far as such change affects or impacts upon the manufacture of the Products, then MSX shall in every case provide RB with all information relating thereto and in addition shall keep RB regularly updated of all events occurring and all further communications from Regulatory Authorities from time to time.

13.7 MSX shall, on written request by RB, provide RB with reasonable assistance at RB's cost in the event that:

13.7.1 any Regulatory Authority issues a request, directive or order that the Products be recalled, corrected or withdrawn from market; or

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13.7.2 a court of competent jurisdiction orders such a recall, correction or withdrawal from market; or

13.7.3 RB determines in its reasonable discretion that the Products shall be recalled, withdrawn from market or corrected for any reason.

- 13.8 RB shall at all times have sole responsibility for the initiation and coordination of any recall of the Products or the issue of corrective statements (unless otherwise required by applicable law or Regulatory Authorities). MSX shall not, without RB's prior written consent, communicate with any Regulatory Authority or other third party in connection with any such recall or complaint (unless required to do so by law). Notwithstanding the above, MSX and RB shall notify the other promptly if any of the Products are suspected or proven to be the subject of a complaint which may require a recall of the Products and the parties shall cooperate with each other in the handling and disposition of such complaint.
- 13.9 If RB reasonably determines that a recall of the Products is required, the recall strategy shall be reasonably developed by RB and followed by MSX with strict regard to timing. RB shall promptly notify MSX in writing in the event that it deems that a recall of the Products is required.
- 13.10 MSX shall be responsible for its own and RB's reasonable costs and expenses of all recalls of Products or complaints in the event that such recall or complaint is the result of any negligent act or omission or breach of the terms of this Agreement by MSX.
- 13.11 RB shall be responsible for its own and MSX's reasonable costs and expenses of all recalls of Products or complaints in the event that such recall or complaint is the result of any negligent act or omission or breach of the terms of this Agreement by RB.
- 13.12 In the event that a recall of Products results from the joint negligence of RB and MSX, each party shall be responsible for the expenses of such recall in direct proportion to each party's percentage of fault as determined jointly by written agreement of the parties or by a court of competent jurisdiction.
- 13.13 In the event of a recall being initiated by a Regulatory Authority, where the scope of the recall is directed at all Products and where the purpose of such recall is not attributable to the fault of either RB or MSX, RB shall be responsible for MSX's expenses properly and necessarily incurred directly in connection with the recall.
- 13.14 Provided that MSX has stocks of usable API, MSX shall use commercially reasonable efforts, subject to other MSX contractual commitments, in attempting to supply RB with replacement Products during the handling and disposition of such recall.

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14. AD HOC INSPECTION TESTING AND SAMPLES

- 14.1 Notwithstanding the provisions of Clause 13 above, upon the reasonable written request of RB, MSX shall promptly, at RB's cost, submit samples of the Products for RB's approval before the Products are delivered. Such samples shall be marked by MSX for identification.
- 14.2 On reasonable request and notice in writing, RB shall be entitled, without interfering with MSX's operations, to inspect and test the Products during manufacture, processing and storage and MSX shall at its own cost provide or shall procure the provision of all such facilities as may reasonably be required by RB including access to MSX's premises.
- 14.3 The exercise by RB of its rights pursuant to Clauses 14.1 or 14.2 shall not prejudice RB's right to reject, pursuant to the terms of this Agreement, any Products which do not comply with the Product Specification or the provisions of this Agreement (except the API Specification), or represent RB's assumption of liability in any manner whatsoever with respect to such non-compliant Products.

15. INTELLECTUAL PROPERTY RIGHTS AND LABELLING

- 15.1 Nothing in this Agreement shall affect the ownership of any Existing Intellectual Property Rights which one party agrees to make available to the other during the Term and save as otherwise set out in this Agreement, neither party shall have the right to use or exploit the Existing Intellectual Property Rights of the other party.
- 15.2 MSX hereby grants RB and its Affiliates during the Term the exclusive (including to the exclusion of MSX) and only right and license (with the right to grant sub-licenses thereunder) under MSX's Existing Intellectual Property Rights to use and sell any product, including the Products, in the Field throughout the Territory. During the remainder of the Term after payment of Royalties stops under Clause 7 (or otherwise in accordance with the terms of this Agreement) in the Territory or any position thereof, as applicable, this license shall thereafter become royaltyfree in the Field in that portion of the Territory, as applicable.
- 15.3 During the Term, MSX shall not assign or license any of MSX Existing Intellectual Property Rights to other parties for the use or sale of products within the Field.
- 15.4 If, during the Term, either party (or any agent or authorised Sub-Contractor of it) develops or creates (whether with or without others and whether jointly with the other party or not) any Arising Intellectual Property Rights, it will forthwith disclose any such Arising Intellectual Property Rights to the other party. To this extent, MSX warrants to RB that in the event of MSX using any agent (including without

- 15.5 Any Arising Intellectual Property Rights (including without limitation any Arising Intellectual Property Rights created by MSX acting alone or in combination with RB) in the Field will belong to RB. To the extent that MSX would otherwise be the owner in whole or in part of any such rights, MSX shall promptly, upon request by RB, assign the entire right, title and interest to any and all such Arising Intellectual Property Rights to RB for a consideration of one Pound Sterling. In cases where MSX owns Arising Intellectual Property Rights within the Field which (cannot be assigned, MSX will grant RB an irrevocable, perpetual, exclusive (including to the exclusion of MSX) royalty-free license (with the right to grant sub-licenses thereunder) under such Arising Intellectual Property Rights solely within the Field throughout the Territory. Other than as set forth in the first three sentences of this Clause 15.5, MSX shall own and, unless otherwise agreed in writing by MSX, RB shall not have or be granted under this Agreement any right, title or interest to, in or under, any Arising Intellectual Property Rights.
- 15.6 Claims of patent applications filed by RB shall be limited to the Field. To the extent that registered patent protection is obtained which is broader than the Field, RB grants MSX a royalty-free worldwide exclusive (including to the exclusion of RB) license, with rights to sublicense, outside the Field under the registered protection or applications therefor, which shall last for the duration of the registered protection or application therefor, to carry out all acts which would otherwise be prohibited due to RB's patent protection outside the Field.
- 15.7 Any Arising Intellectual Property Rights (including without limitation any Arising Intellectual Property Rights created by RB acting alone or in combination with MSX) other than those covered by Clause 15.5 above will belong to MSX. To the effect that RB would otherwise be the owner in whole or in part of any such rights, RB shall promptly upon request by MSX assign with full title guarantee the entire right, title and interest to any and all such Arising Intellectual Property Rights to MSX for a consideration of one Pound Sterling. In cases where RB owns Arising Intellectual Property Rights which cannot be assigned, such as a claim which falls outside the Field, RB will grant MSX a royalty-free, worldwide exclusive (including to the exclusion of RB) license, with rights to sublicense, outside the Field.
- 15.8 Claims of patent applications filed by MSX shall be limited to being outside the Field. To the extent that registered patent protection is obtained which is within the Field, MSX grants RB a royalty-free worldwide exclusive (including to the exclusion of MSX) license, with rights to sublicense, within the Field under the registered protection or applications therefor, which shall last for the duration of the registered protection or application therefor, to carry out all acts which would otherwise be prohibited due to MSX's patent protection within the Field.
- 15.9 By way of illustration of Clauses 15.5 through and including Clause 15.8 and Clause 15.10, if the parties were to create an improved formulation for certain types of common compounds which would speed the production time for the

product, RB would have all Arising Intellectual Property Rights (including the exclusive right to use or to license) within the Field and MSX would have all Arising Intellectual Property Rights (including the exclusive right to use or to license) outside of the Field. For the avoidance of doubt, following termination of this Agreement then, subject to any future written agreement of the parties expressly to the contrary, RB would have rights to the Arising Intellectual Property Rights within the Field but no rights to any Arising Intellectual Property Rights outside the Field or MSX's Existing Intellectual Property Rights, and MSX would have rights to Arising Intellectual Property Rights outside the Field but no rights to the Arising Intellectual Property Rights within the Field or any of RB's Existing Intellectual Property Rights.

- 15.10 The parties agree that, in order (i) to allow RB to apply for, prosecute or maintain any registered protection for RB's rights in the Arising Intellectual Property as identified in Clause 15.5 and (ii) to allow MSX to apply for, prosecute or maintain any registered protection for MSX's rights in the Arising Intellectual Property as identified in Clause 15.7, each in a manner which does not prejudice the prospects for registered protection of the other party. Each party shall work with and cooperate with the other prior to any disclosure of, or patent application filing for, any Arising Intellectual Property Right and shall act in accordance with Schedule Nine.
- 15.11 During the Term, MSX will not assign or license any of MSX's Existing Intellectual Property Rights to other parties for use in the Field.
- 15.12 During the Term, except during the last twelve (12) month period thereof if the parties have elected not to extend the Term of this Agreement in accordance with the terms of Clause 3.9, and whether in isolation or for or with others, MSX shall not carry out research or research work related to the Field, other than pursuant to this Agreement.
- 15.13 During the Term, in the event that MSX shall decide that it no longer wishes to apply for, prosecute or maintain any registered protection for any of MSX Existing Intellectual Property Rights for any country, it shall forthwith notify RB. If RB indicates to MSX that it wishes to take an assignment of such Existing Intellectual Property Rights within the Field, it shall so notify MSX who agrees to conduct good faith negotiations in attempting to reach a resolution to assign such Existing Intellectual Property Rights within the Field to RB. For the avoidance of doubt, this includes any registered protection which MSX is entitled to claim priority from an earlier application at the end of the Paris Convention priority period. If such Existing Intellectual Property Rights are assigned to RB, and to the extent that registered patent protection is obtained which is broader than the Field, RB will grant MSX an irrevocable, perpetual, exclusive (including to the exclusion of RB), royalty-free license (with the right to grant sub-licenses thereunder) under such registered protection or applications therefor outside the Field and throughout the Territory. Notwithstanding anything to the contrary,

MSX is under no obligation to assign such Existing Intellectual Property Rights to RB.

- 15.14 During the Term and upon its knowledge of the occurrence of any infringement or suspected or threatened infringement of any of the Patents, the Arising Intellectual Property rights or the Existing Intellectual Property Rights in the Product or in the Field or of any proceedings or suspected or threatened proceedings for the revocation or involving the validity of any of the Intellectual Property Rights, the party with this knowledge shall notify the other and provide all details within its knowledge with respect to the same and thereafter upon receipt of a written request the parties will assist each other in taking such steps as either party may reasonably consider to be appropriate at the expense of the party that considers such steps to be appropriate.
- 15.15 For the purpose of protecting the Intellectual Property Rights, each party shall also procure that its Affiliates shall comply with Clause 3 and this Clause 15.
- 15.16 Each party undertakes that it shall not at any time during the Term or after the termination or expiration of this Agreement knowingly do or suffer to be done any act or thing which may impair the rights of the other party in its Intellectual Property Rights and further undertakes that it shall not represent that it has any title to or right of ownership in the Intellectual Property Rights of the other party.
- 15.17 MSX shall manufacture the Products incorporating such layout, content, design, trade marks and artwork as may be reasonably directed by RB in writing. RB shall bear the cost of designing the layout, content and appearance of the labelling, inserts and packaging, including costs of Tooling, used solely in connection with the Products.
- 15.18 Except as may be required by any Regulatory Authority, MSX shall not make any change or modification to the Products' packaging or labelling, including the layout, content, design, trade marks or artwork used in connection with such packaging or labelling without the prior written consent of RB.
- 15.19 RB may, on reasonable prior written notice, change any part of the packaging or labelling of the Products. In the event that such change results in any write-off of the cost of Raw Materials, RB shall bear the cost of such write-off to the extent that such Raw Materials were reasonably required to meet RB's Forecasts.
- 15.20 In the event of any packaging or labelling changes, MSX shall, if requested in writing by RB, either destroy (in accordance with all applicable laws) or deliver to RB any Products which are to be written off. RB is to bear the cost of such write off for such Products at: (1) the Cost of Goods Price for such Products if the packaging or labelling change was at RB's choice; or (2) the manufacturing costs for such Products if the packaging or labelling change was done to meet a change in legal requirements. In addition to the foregoing, in either case, RB shall reimburse MSX for the acquisition costs of any unused packaging materials

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which can no longer be used for the Products to the extent that such Raw Materials were reasonably required to meet RB's Forecasts.

- 15.21 For the avoidance of doubt, in the event of any packaging or labelling changes pursuant to Clause 15.18 or Clause 15.19, upon receipt of written notice of such changes, MSX shall inform and keep RB informed of the stock levels of the Products and relevant Raw Materials and packaging components in order that RB may decide how it wishes to proceed under Clauses 15.18 and 15.19.
- 15.22 All copyright and other Intellectual Property Rights in any artwork and origination work supplied by RB or its nominee for the labelling, packaging and, where applicable, package inserts for the Products is and shall remain the property of RB or its nominee absolutely. MSX shall not supply or manufacture any such packaging or other components or finished Products or confusingly similar packaging or products other than to RB or as it may direct. Subject to RB being able to incorporate the trademark of MSX as set out in Schedule Eleven (or such variation thereto as is reasonably suggested by MSX and approved by RB, such approval not to be unreasonably withheld, conditioned or delayed) on the back of secondary packaging (being packaging containing one or more of the Products and of an appropriate size for such requirements) without impeding the artwork and information required by Regulatory Authorities to be placed on such secondary packaging, RB shall include the MSX trademark on the reverse of such secondary packaging with the size and location approved by RB (such approval not to be unreasonable withheld, conditioned or delayed but shall remain subject to RB's obligations to place information required by Regulatory Authorities on such secondary packaging).

16. FORCE MAJEURE

- 16.1 If either party is prevented or delayed in the performance of any of its obligations under this Agreement as a result of civil commotion, strike (but excluding industrial action or strikes by employees of either party) embargo, governmental legislation or regulation, riot, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster or other event beyond the reasonable control of a party that has not occurred as a result of its negligence or other act or omission ("Force Majeure Event"), it shall notify the other party, in writing, of the same as soon as practicable, fully detailing the background to, and all relevant matters connected with, such Force Majeure Event, together with such evidence thereof that it reasonably can give and specifying the period for which such prevention or delay can reasonably be expected to continue. The affected party shall use commercially reasonable efforts to remove or overcome such Force Majeure Event as quickly as possible and shall also use its commercially reasonable efforts to mitigate the impact of such Force Majeure Event of the other party. Subject to Clause 16.2, if a party shall have fully complied with its obligations under this Clause 16.1, it shall be excused from performance of its unfulfilled obligations under this

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Agreement from the start date of the Force Majeure until such Force Majeure Event no longer pertains.

- 16.2 If a Force Majeure Event prevents performance by a party of any obligations hereunder for a continuous period in excess of [***] weeks, the other party shall be entitled to terminate this Agreement by written notice at any time after such [***] week period provided the relevant Force Majeure Event remains subsisting at the time such notice is given.

17. TERMINATION

- 17.1 This Agreement may be terminated at any time upon either party giving to the other [***] days notice in writing if the other party commits a material breach of the terms of this Agreement and (where such breach is capable of remedy) fails to remedy such breach within [***] days of receiving written notice from the other party specifying the breach and requiring its remedy.
- 17.2 This Agreement may be terminated by either party, immediately on written notice to the other, if;
- 17.2.1 the other party shall go into liquidation whether voluntary or compulsory or is dissolved or becomes insolvent or if a petition shall be presented or an order made for the appointment of an administrator or if a receiver, administrative receiver or manager shall be appointed over any part of its assets or undertaking which appointment is not dismissed within thirty (30) days of having been made; or
- 17.2.2 any distress, execution, sequestration or other process is levied or enforced upon or sued out against the property of the other party which is not discharged within thirty (30) days.
- 17.3 This Agreement may be terminated by RB, forthwith upon written notice to MSX, in the event that
- 17.3.1 any applicable Regulatory Authority, state or local regulatory approvals, laws, ordinances or regulations, present or future, state that the Manufacturing Site is not suitable, or ceases to be suitable, for the manufacture of the Products; or
- 17.3.2 the Product is not suitable for Manufacture by MSX due to environmental, health or safety reasons; or
- 17.3.3 any of RB's Health Registrations for the Products is suspended or withdrawn; or
- 17.3.4 it is determined that the formulation, use or sale of the Products Infringes any third party Intellectual Property Rights; or

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- 17.3.5 RB is unable to demonstrate bio-equivalence between the Products and its Suboxone product; or
- 17.3.6 MSX is unable to provide stability data demonstrating, and obtain appropriate authorisation specifying, a shelf life of the finished Products (i.e. Products packed in accordance with the Packaging Specification) at least equivalent to [***] months; or
- 17.3.7 RB exercises its right to terminate in accordance with the terms of Clause 7.9.
- 17.4 This Agreement may be terminated by RB, forthwith upon written notice to MSX, in the event that MSX's cumulative on-time Product delivery falls below [***] percent ([***]%) during any [***] period as specified in Clause 6.5.1, provided that the reason for such failure is not due to the failure of RB to deliver the API on time or to any other fault or failure attributable to RB or its Affiliates or their respective assigns or sublicensees.
- 17.5 This Agreement may be terminated by MSX, forthwith upon written notice to RB:
- 17.5.1 In the event that following RB's filing of a New Drug Application ("NDA") for FDA approval of the Product (which shall be filed on the assumption that both parties will act reasonably to obtain such filing) and after the expiry of the six (6) month period commencing with RB's receipt of final response from the FDA regarding RB's NDA filing, RB fails to use its commercially reasonable efforts to obtain and diligently pursue all approvals from the FDA as required by this Agreement. For purposes of this Clause 17.5.1, RB shall be deemed to have failed to use commercially reasonable efforts to obtain all approvals from the FDA as required by this Agreement if RB fails or elects not to use such efforts and resources (including, without limitation, the promptness in which such efforts and resources would be applied) consistent with its expression of commitment and intent regarding its regulatory strategy for the commercialization exploitation of the Products, on and before the Commencement Date, as a priority of its and its Affiliates product development program, including expending such additional funds and devoting such additional manpower and other resources as is necessary and appropriate to reasonably assure the timely grant of such approvals to effect the transactions contemplated under this Agreement and, in any circumstances, which are consistent with the general level of effort and resources that would be used in the pharmaceutical industry for a company similar in size and scope and with the intention to commercialize and exploit a product critical to the continued success of the company. The parties understand and agree that RB shall not be construed as failing to use commercially reasonable efforts for delays caused solely by the FDA in its review of the applications for U.S.

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Regulatory Approvals by RB if RB is diligently and timely responding to requests and demands by the FDA relating to such applications;

- 17.5.2 In the event that RB fails to make reasonable efforts toward a Product Launch in the U.S. after obtaining all necessary approvals from the relevant Regulatory Authorities within six (6) months after obtaining such approvals; or

17.5.3 In the event that RB fails to reach minimum sales of the Products of at least USD\$[***] within [***] from the Product Launch set forth in Clause 17.5.2 above.

- 17.6 This Agreement may be terminated by MSX, forthwith upon written notice to RB, in the event that MSX notifies RB that supplies of the API do not meet the API Specification in accordance with Clause 4.4 and have not done so during the previous consecutive three (3) month period, and RB has not implemented an action plan and remedied the failure to supply the API to the API Specification in accordance with Clause 4.5 within three (3) months after the end of such three (3) month period.
- 17.7 This Agreement may be terminated by RB if a majority percentage of the issued share capital, or control of the management or voting rights, of MSX is taken over or acquired (collectively, a "Change in Control") by any third party or parties operating within the Field or expropriated or nationalised.

18. CONSEQUENCES OF TERMINATION

- 18.1 Upon termination or expiry of this Agreement for whatever reason, MSX shall:
- 18.1.1 at the written request of RB, use its best endeavours to novate the contracts for the supply of all Raw Materials, Film, packaging components and other materials used in the production of the Products to RB, or as RB may direct, and to meet any request from RB required to transfer production or any registrations or licences or approvals relating to the Products to RB, its Affiliates or any third party approved in writing by RB;
- 18.1.2 release and make available for immediate collection by or on behalf of RB, and RB shall forthwith purchase from MSX, (i) all finished Products (including stocks maintained in accordance with Clause 6.4) at the Cost of Goods Price and/or (ii) the Raw Materials at the relevant cost of Raw Materials, each as determined in the previous Annual Review;
- 18.1.3 promptly deliver to RB (or its nominee) a copy of the Master Manufacturing File;
- 18.1.4 in the case of termination of this Agreement by RB under Clauses 17.1, 17.2, 17.3.1, 17.3.2, 17.3.6, 17.3.7, 17.4, and 17.7 promptly provide to RB all relevant Intellectual Property which is necessary or reasonably useful for the manufacture of the Product in the Field by a qualified third party manufacturer including, but not limited to, those specified in Clause 6.6, subject to confidentiality and intellectual property agreements in the form reasonably satisfactory to MSX; MSX not to unreasonably withhold or delay the execution of such agreements;
- 18.1.5 promptly collect, pack and make ready for delivery to RB all Tooling provided by or funded by RB, and follow all reasonable directions of RB with respect to the disposition of such Tooling, such delivery being at RB's cost, and the risk of loss or damage to such Tooling shall pass to RB at the time of removal from MSX's facility; and
- 18.1.6 promptly procure the delivery to RB of, or at RB's request destroy, all copies in its possession of all Confidential Information which is in documentary or other tangible form (including all copies thereof) and which has been disclosed to MSX together with all material relating to that Confidential Information prepared by, or on behalf of, MSX and, at RB's written request, undertake to RB in writing that it has complied with the provisions of this Clause 18.

19. ASSIGNMENT AND THIRD PARTY RIGHTS

- 19.1 Except as expressly provided herein, neither the benefits nor the obligations of this Agreement (or any agreement hereunder) or of any provision of it may be assigned or transferred (including sub-contracting other than sub contracting to the Sub-Contractors listed on Schedule Five) by either party without the prior written consent of the other.
- 19.2 Without MSX's consent, this Agreement (including any agreements hereunder) shall be assignable by RB to any Affiliate and to any purchaser of all or a substantial part of the business of RB to which this Agreement relates and in the event of such assignment and written assumption by such purchaser, RB shall with effect from such assignment be released from its obligations hereunder and all references in this Agreement to RB shall be changed to mean its assigns.
- 19.3 Any Affiliate of RB may place Orders for Products under this Agreement and may accordingly in their own right enforce the provisions of this Agreement, as though it were RB; provided, that (a) each Affiliate of RB that places an Order for Products shall by doing so be deemed to have assumed RB's obligations under this Agreement for purposes of such Order and (b) RB shall remain obligated for the performance of all of the obligations of RB and the applicable Affiliate of RB arising from this Clause 19.3.

- 19.4 MSX may, without the prior consent of RB, assign this Agreement (and any agreements hereunder): (i) to any purchaser of all or a substantial part of the assets or business of MSX to which this Agreement relates, or (ii) to MonoSol Rx, Inc., and, in each such case MSX shall with effect from such assignment be released from its obligations hereunder and all references in this Agreement to MSX shall be deemed to include its assigns.
- 19.5 MSX may, without the prior consent of RB, assign its rights and/or benefits under this Agreement or any provision of it, including, without limitation, any Royalties and/or any other payments due MSX, to any third party, including, without limitation, MonoSol Rx, Inc. or other Affiliate of MSX; provided, that in the event of such assignment under this Clause 19.5, MSX shall remain obligated for the performance of all of the obligations of MSX arising under this Agreement.

- 20.1 Any notice or other communication to be given under this Agreement shall be delivered personally, sent by first-class, pre-paid post or by fax to the following numbers and addresses:

RECKITT BENCKISER

Addressee	[***]	With a copy to	[***]
Fax	[***]		[***]
Address	[***]		[***]
	10710 Midlothian Turnpike,		10710 Midlothian Turnpike,
	Suite 430		Suite 430
	Richmond, VA		Richmond, VA
	23235		23235

MONOSOL RX, LLC

Addressee	Senior Vice President - Business Development	With a copy to	[***]
Fax	[***]		[***]
Address	30 Technology Drive		[***]
	Warren, NJ 07059		Day Pitney LLP
			By Courier:
			200 Campus Drive
			Florham Park1 New Jersey
			07932
			Or
			By Mail:
			P.O. Box 1945
			Morristown, New Jersey
			07962

and shall be deemed to have been served upon delivery to the above addresses (if served by hand), three (3) working days following postage to such addresses (if served by first-class pre-paid post), and upon transmission of the fax correctly sent to the above number (provided that the sender has proof of transmission and any notice sent after 16:30 shall be deemed to have been served on the recipient the next working day).

21. MISCELLANEOUS

- 21.1 If there are any inconsistencies between the terms and conditions set forth in this Agreement and the terms and conditions set forth in any quotation, Order, acknowledgement or invoice, the terms and conditions of this Agreement shall prevail.
- 21.2 This Agreement, the Product Specification, Packaging Specification, API Specification, or any Order may only be amended, modified or varied by the parties by an instrument in writing signed on behalf of each of the parties.
- 21.3 The waiver by either party of any right under this Agreement or of any failure to perform or breach hereof by the other party shall not constitute or be deemed to be a waiver of any other or future right hereunder or of any other failure to perform or breach hereof by such other party, whether of a similar or dissimilar nature.
- 21.4 The expiration or earlier termination of this Agreement will not operate to release either party hereto from its obligations which are expressed to or implicitly survive such expiration or termination (including, without limitation, Clauses 9, 10, 11, 12, 13, 15, 18, 20, or 22 and any regulatory obligations imposed by Regulatory Authorities to the extent that these obligations by their terms require the parties to continue to perform such obligations beyond such expiration or termination), or from any liability which has already accrued to the other party as of the date of expiration or termination or which may thereafter accrue in respect of any act, omission or default occurring prior to expiration or termination.
- 21.5 Nothing in this Agreement shall constitute or be deemed to constitute the creation of a partnership, agency, or employer/employee relationship between the parties.
- 21.6 This Agreement, together with the Development Agreement for a Pharmaceutical Film between the parties dated 11 December 2006 (and associated amendments, collectively, the "Development Agreement"), Product Specification, API Specification, Quality Agreement and the Schedules attached hereto, constitute the entire agreement and understanding of the parties and supersede any previous agreement between RB and MSX and their Affiliates in relation to the subject matter of this Agreement. To the extent of any conflict or inconsistency between the Development Agreement and/or the Quality Agreement and this Agreement, the terms and conditions of this Agreement shall supersede and control such conflict and/or inconsistent term or condition of the Development Agreement

and/or the Quality Agreement, as the case may be save that in the event that the Quality Agreement imposes an additional or greater responsibility than that contained in this Agreement, such additional or greater responsibility shall prevail and be binding on the parties.

- 21.7 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part it shall be deemed severed from this Agreement and the validity of the other provisions and the remainder of the provision in question shall not be affected.

- 21.8 This Agreement may be executed in one or more counterparts, all of which shall be considered as one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties.
- 21.9 All royalties, taxes and duties imposed or levied on any Products delivered hereunder shall be for the account of and paid by MSX to the point where the Products have been delivered FCA in accordance with Clause 5.7. All royalties, taxes and duties imposed or levied on the Products after such delivery shall be for the account of and paid by RB.
22. **LIMITATION OF LIABILITY**
- 22.1 Notwithstanding any provision of this Agreement to the contrary (save in respect of any liability for personal injury or death resulting from a party's negligence), in no event shall either party be liable to the other, or have any obligation to the other, as the case may be, for any consequential or indirect damages or Losses (including any loss of profits suffered by RB or MSX) however caused and on any theory of liability, regardless of any failure of essential purpose of any remedy available under this Agreement. For the avoidance of doubt, notwithstanding the foregoing limitation of liability, MSX shall remain liable for performance of its obligations as set out under Clauses 7.9.3.3 and 7.10 and the foregoing limitation of liability shall not be applicable to consequential or indirect damages or Losses (including, without limitation, lost profits incurred by the indemnified party) suffered or incurred by an indemnified party as a direct result of any failure by the indemnifying party to perform its obligations under this Agreement which the indemnified party can demonstrate is due to wilful misconduct by the indemnifying party or any of its employees or Affiliates; provided, however, that the parties acknowledge and agree that any act or omission of the indemnifying party or any of its employees or Affiliates done in good faith shall not be and shall not be construed to be wilful misconduct of the indemnifying party or any of its employees or Affiliates. The indemnified party shall inform the indemnifying party in writing of its intent to seek damages pursuant to the foregoing sentence and provide the indemnifying party with reasonable opportunity to remediate any such Loss; provided that nothing in this sentence shall relieve the indemnifying party from performing its obligations in accordance with the terms of this Agreement.

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23. **LAW AND JURISDICTION**
- 23.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America, save as to conflict of law provisions, and the parties hereby agree to submit to the jurisdiction of the federal courts located in the State of Delaware.
24. **CODE OF CONDUCT**
- 24.1 MSX and RB shall discuss at each Annual Review RB's Code of Conduct as published as at the time of such Annual Review and ways In which MSX may seek to be consistent with such Code of Conduct to the extent such Code of Conduct does not conflict with the laws of employment practices in the United States and the State of Indiana.

Signed for and on behalf of Reckitt Benckiser Pharmaceuticals Inc.

/s/ Shaun Thaxter

Name: Shaun Thaxter
Title: President RB Pharma U.S.
Date: 8/18/08

Signed for and on behalf of MonoSol Rx, LLC

/s/ Alexander M. Schobel

Name: Alexander M. Schobel
Title: Pres. & CEO
Date: 8/18/08

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Schedule One
Cost of Goods Price
USD\$[*] per pouched single dose Product**
Net Sales Value

The Net Sales Value shall mean, in any case where a Product is sold or commercially disposed of for value by RB, its Affiliates or distributors, the gross invoiced sales price for such Product to third parties, on an arms length basis, less the following discounts: (a) customary trade, quantity and trade discounts, charge backs, Medicare or other governmental rebates and customary rebates actually taken or allowed; (b) credits or allowances given or made for the rejection or return of any previously sold Product; (c) to the extent included and separately invoiced In such gross Invoice price, any tax or government charge imposed and paid on sale, deliver or use of such Product Including, without limitation, any value added or similar tax or government charge, but not including any tax levied with respect to income; and (d) to the extent included and separately Invoiced in such gross invoice price any reasonable or documented transport charges.

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**Schedule Two
Patents
Filed MSRX IP Covering Reckitt Benckiser
Current Film Formulations and Processes**

[***]

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**Schedule Three
Products**

A pouched single dose of the following products: Buprenorphine Active Ingredient

2 mg

8 mg

12 mg

16 mg

Buprenorphine plus Naloxone Active Ingredient

2 mg Buprenorphine + 0.5 mg Naloxone

8 mg Buprenorphine + 2 mg Naloxone

12 mg Buprenorphine + 3 mg Naloxone

16 mg Buprenorphine + 4 mg Naloxone

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**Schedule Four
Specifications
PART A**

**Product and Packaging Specifications
These specifications are as attached in the following pages**

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[***]

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THIS EXHIBIT HAS BEEN REDACTED AND IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST. REDACTED MATERIAL IS MARKED WITH [***] AND HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

**AMENDMENT NO. 1
COMMERCIAL EXPLOITATION AGREEMENT**

THIS AMENDMENT NO. 1 (this “Amendment”) is made on the 19th day of August 2009 (the “Effective Date”) between:

PARTIES

- (1) MonoSol Rx, LLC, a company organized and existing under the laws of the USA, with offices at 30 Technology Drive, Warren, New Jersey 07059, USA (“MSX”),
and
- (2) Reckitt Benckiser Pharmaceuticals Inc., a company existing under the laws of the USA with offices at 10710 Midlothian Turnpike, Suite 430, Richmond, Virginia 23235 (“RB”).

WHEREAS, MSX and RB entered into a Commercial Exploitation Agreement, dated August 15, 2008 (the “Agreement”), pursuant to which RB engaged MSX to manufacture and supply the Products on the terms of the Agreement and MSX agreed to manufacture and supply the Products to RB on the terms of the Agreement; and

WHEREAS, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually desire to amend and modify certain terms and conditions of the Agreement as set forth in this Amendment.

IT IS AGREED as follows:

- A. Capitalized terms used in this Amendment without definition shall have the respective meanings ascribed thereto in the Agreement.
- B. The parties hereby agree that from the Effective Date through and until March 31, 2010 (the “Expedited Release Approval Period”), MSX shall manufacture and supply RB’s requirements of the Products for the U.S. in accordance with the SUBOXONE® Sublingual Film — Batch Transfer and Batch Release Approval Process (the “Expedited Release Approval Process”), a copy of which is annexed hereto as **Schedule B** and made a part hereof. As between MSX and RB, RB shall be solely responsible for ensuring that the Products are not released for commercial distribution by RB or its secondary packager(s) until the prerequisites for release set forth in the Expedited Release Approval Process have been satisfied. RB shall indemnify, defend and hold harmless MSX Parties pursuant to Clause 10 of the Agreement from any and all Losses that result from or arise in connection with any Claim against any of the MSX Parties to the extent the Claim arises from a release of Product by RB or its secondary packager(s) during

the Expedited Release Approval Period in violation of the Expedited Release Approval Process. RB shall accept all shipments of Product subject to the Expedited Release Approval Process. The parties acknowledge and agree that MSX’s release of Product under the Expedited Release Approval Process deviates from the release process set forth in the underlying Agreement and Quality Agreement and that, as such, such deviation by MSX shall not constitute a violation of the underlying Agreement or the Quality Agreement.

- C. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America, save as to conflict of law provisions, and the parties hereby agree to submit to the jurisdiction of the federal courts located in the State of Delaware.
- D. Except as expressly set forth herein, all other terms and provisions of the Agreement shall remain in full force and effect without modification or change.

Signed for and on behalf Reckitt Benckiser Pharmaceuticals Inc.

/s/ Shaun Thaxter
Name: Shaun Thaxter
Title: President
Date:

Signed for and on behalf of MonoSol Rx, LLC

/s/ Mark Schobel
Name: Mark Schobel
Title: CEO
Date:

Schedule B
SUBOXONE® Sublingual Film — Batch Transfer and Batch Release Approval
Process

Suboxone® sublingual film —Batch Transfer and Batch Release Approval Process

[***]

THIS EXHIBIT HAS BEEN REDACTED AND IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST. REDACTED MATERIAL IS MARKED WITH [***] AND HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

THIS AMENDMENT NO. 2 (the “**Amendment**”) is made effective as of the 13th day of November 2009 (the “**Effective Date**”) between:

PARTIES

- (1) MonoSol Rx, LLC, a company organized and existing under the laws of the USA, with offices at 30 Technology Drive, Warren, New Jersey 07059, USA (“**MSX**”),

and

- (2) Reckitt Benckiser Pharmaceuticals Inc., a company existing under the laws of the USA with offices at 10710 Midlothian Turnpike, Suite 430, Richmond, Virginia 23235 (“**RB**”).

WHEREAS, MSX and RB entered into a Commercial Exploitation Agreement, dated August 15, 2008, as amended by Amendment No. 1, dated August 19, 2009 (the “**Agreement**”), pursuant to which RB engaged MSX to manufacture and supply the Products on the terms of the Agreement and MSX agreed to manufacture and supply the Products to RB on the terms of the Agreement; and

WHEREAS, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually desire to amend and modify certain terms and conditions of the Agreement as set forth in this Amendment.

IT IS AGREED as follows:

A. Capitalized terms used in this Amendment without definition shall have the respective meanings ascribed thereto in the Agreement. This Amendment shall apply solely to Products supplied for sale or other uses in the U.S. and shall not be construed to amend, modify or change the Agreement as it relates to any Products supplied for sale or other uses the ROW, except as otherwise specifically set forth in this Amendment.

B. The parties acknowledge and agree that, as of the Effective Date, the Price payable by RB to MSX for purchases of Products for the U.S. shall be fixed at USD\$[***] per pouched single dose Product, subject only to price adjustments pursuant to **Clause 7.3** and **Clause 7.23** of the Agreement (a new provision to the Agreement as set forth in Section K below) (the “**Fixed Purchase Price**”), until the earlier of either: (i) RB’s acceptance of the delivery of the [***] unit of Product for the U.S., or (ii) [***] (the “**Fixed Purchase Price Period**”). The parties further acknowledge and agree that, as of the Effective Date, RB shall not be entitled to receive any Rebate on any Products purchased for the U.S. during the Term pursuant to **Clause 7.22**; however, all of RB’s purchases of Products during the Term, including without limitation, RB’s purchases of Products for the U.S., shall be included in and counted towards the calculation of RB’s aggregate volume purchases of Product in any Year for purposes of determining RB’s

entitlement to the Rebates on purchases of Products during the Term in the ROW pursuant to **Clause 7.22**. By way of example, if during any one Year, RB purchases [***] units of Product for the U.S. and [***] units of Product for the ROW, for an aggregate purchase of [***] units of Product, RB would be entitled to receive a Rebate of [***] U.S. Dollars (USD[***]) per unit of Product for the [***] units of Product for the ROW [***] on the units of Product for the U.S. By way of further example, if during any one Year, RB purchases [***] units of Product for the U.S. and [***] units of Product for the ROW, for an aggregate purchase of [***] units of Product, RB would be entitled to receive a Rebate of [***] U.S. Dollars (USD[***]) per unit of Product for the first [***] units of Product for the ROW and a Rebate of [***] U.S. Dollars (USD[***]) per unit of Product for the second [***] units of Product for the ROW but no Rebate on the units of Product for the U.S.

C. The parties hereby agree that the definition of “Cost of Goods Price” under **Clause 1.1** of the **DEFINITIONS** section of the Agreement shall be amended and restated as follows:

“**Cost of Goods Price**” shall have the meaning given in **Clause 7.14**.

D. The parties hereby agree to amend the **DEFINITIONS** section of the Agreement to include the definition of “Quarter Year” under **Clause 1.1** as set forth below:

“**Quarter Year**” means the three month period ending 31 March, 30 June, 30 September, or 31 December in each calendar year (or such part thereof as the case may be for the initial and final Quarter Year periods under this Agreement).

E. The parties hereby agree that **Clause 2.1** set forth in the **TERM** section of the Agreement shall be amended and restated in its entirety to read as follows:

- 2.1 This Agreement shall be effective beginning as of the Commencement Date and shall continue, unless earlier terminated by either party in accordance with the provisions of **Clause 17**, for a period of seven (7) years (the “**Initial Term**”). Upon expiration of the Initial Term, this Agreement shall thereafter automatically renew for successive one (1) year periods (each, a “**Renewal Term**”) on a continuous basis, unless and until RB delivers to MSX written notice of RB’s intent not to renew the Agreement, which notice must be delivered at least one (1) year prior to the expiration of the Initial Term or of a Renewal Term (the Initial Term, together with any Renewal Terms, are hereinafter collectively referred to as the “**Term**”). In no case shall the Term of this Agreement extend beyond the expiration date of the last to expire of the Patents, without the written consent of both parties.

F. The parties hereby agree that **Clause 6.3** set forth in the **CAPACITY, STOCK LEVELS AND TOOLING** section of the Agreement shall be amended and restated in its entirety to read as follows:

- 6.3.1 MSX represents and warrants that it will have the capacity to fill RB’s requirements for the Products set forth in any Order so long as the amount specified in the Order does not exceed [***] percent ([***]%) of the forecasted volume for such period as set out in the previous Forecast (or such other figure as

RB and MSX may agree in writing from time to time). In addition to the foregoing, MSX covenants, represents and warrants that it shall take commercially reasonable action to promptly validate and obtain cGMP approval of its Melton Road and Ameriplex facilities for the manufacture of the Products at the [***] batch size and that, by no later than [***] months after the date on which the new drug application for the Products is approved by the FDA (the “**Capacity Increase Deadline**”), MSX will have the capacity to manufacture and supply to RB up to [***] units of the Products for the U.S. per Quarter Year ([***] units of the Products for the U.S. per Year). At RB’s reasonable written request, MSX shall provide RB with capacity information to demonstrate that the available capacity meets RB’s requirements of Product. MSX shall promptly take commercially reasonable action to address to RB’s reasonable satisfaction any capacity issues identified in accordance with this **Clause 6.3** and **Clause 6.5**.

- 6.3.2 To ensure RB of Product supply continuity for the U.S. and ROW and in support of an extended shelf-life for the Products, MSX agrees that: (i) upon execution of this Amendment, it shall provide all necessary support to RB in order to expeditiously validate and obtain cGMP approval of an RB-designated third party packaging facility with the capability to package the Products [***]; and (ii) in the event that MSX cannot supply RB’s requirements for Products in the U.S. and/or ROW because MSX either does not have the capacity or capability to package sufficient Product [***] or Product [***], as determined by the longest Product shelf-life, to meet RB’s requirements, then RB shall have the right to source packaging of the Products from the RB-designated third party packager but only until such time as MSX is able to meet RB’s requirements for Products; and (iii) further to subsection (ii) of this **Clause 6.3.2**, MSX will supply to RB such quantities of unpackaged Product (*i.e.*, the finished substrate) in bulk rolls, as needed by RB (within the capacity limits set forth in the Agreement), to meet RB’s requirements for Product in accordance with the terms of this Agreement.

G. The parties hereby agree that **Clause 7.4.1** set forth in the **PRICE AND PAYMENT** section of the Agreement shall be amended and restated in its entirety to read as follows:

- 7.4.1 [***] percent ([***]%) of the Net Sales Value of the Products sold during the Term in the U.S. per Year up to a not to exceed amount of [***] U.S. Dollars (USD\$[***]) per Year. Once the aggregate Royalties paid by RB to MSX with respect to Products sold in the U.S., inclusive of the Royalty prepayment pursuant to **Clause 7.18** and the advance on Royalties pursuant to **Clause 7.24**, equal [***] U.S. Dollars (USD[***]), RB’s obligation to pay any further Royalties to MSX with respect to Products sold in the U.S. shall immediately and permanently cease; and

H. The parties hereby agree that **Clause 7.5.2** set forth in the **PRICE AND PAYMENT** section of the Agreement shall be amended and restated in its entirety to read as follows:

- 7.5.2 The aggregate Royalties paid by RB to MSX with respect to Products sold in the U.S., inclusive of the Royalty prepayment pursuant to **Clause 7.18** and the

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advance on Royalties pursuant to **Clause 7.24**, reaching the amount of [***] U.S. Dollars (USD\$[***]).

I. The parties hereby agree that **Clause 7.7** set forth in the **PRICE AND PAYMENT** section of the Agreement shall be amended to delete: (i) the reference to **Clause 7.4.1** in the first sentence, (ii) **Clause 7.7.1** in its entirety, and (iii) the last two sentences of **Clause 7.7** and replace these sentences with the following provision: “Upon making payment to MSX of the amounts stated in **Clause 7.7.2** the obligations to pay Royalties to MSX in respect of the ROW will immediately cease.”

J. The parties hereby agree that **Clause 7.16** set forth in the **PRICE AND PAYMENT** section of the Agreement shall be amended and restated in its entirety to read as follows:

- 7.16 Invoices shall be paid in accordance with the following payment schedule:
- 7.16.1 RB shall pay invoices in respect of the Cost of Goods Price for the U.S., together with any other invoices submitted to it pursuant to this Agreement for the U.S. prior to the expiry of the 2010 Year, within [***] of receipt by RB from MSX of a valid invoice therefore (reflecting applicable sales tax, if any). RB shall thereafter pay invoices in respect of the Cost of Goods Price for the U.S., together with any other invoices submitted to it pursuant to this Agreement for the U.S. for the remainder of the Term, within [***] of receipt by RB from MSX of a valid invoice therefore (reflecting applicable sales tax, if any); *provided, however*, that, commencing after the Price reduction in respect of the U.S. pursuant to **Clause 7.23** below takes effect, RB shall thereafter pay for the remainder of the Term such invoices [***] of receipt by RB from MSX of a valid invoice therefore (reflecting applicable sales tax, if any).
- 7.16.2 RB shall pay invoices in respect of the Cost of Goods Price for the ROW, together with any other invoices submitted to it pursuant to this Agreement for the ROW, within [***] of receipt by RB from MSX of a valid invoice therefore (reflecting applicable sales tax, if any).

K. The parties hereby agree that **Clause 7.18** set forth in the **PRICE AND PAYMENT** section of the Agreement shall be amended and restated in its entirety to read as follows:

- 7.18 RB shall pay the Royalty for Products (if any) pursuant to **Clause 7.4.1** within [***] of the expiry of the Quarter Year period in which the relevant Royalties are chargeable. Once the aggregate Royalties paid by RB to MSX with respect to Products sold in the U.S., inclusive of the advance on Royalties pursuant to **Clause 7.24**, equal [***] U.S. Dollars (USD\$[***]), RB shall, within [***] days, prepay to MSX [***] U.S. Dollars (USD\$[***]) on a non-refundable basis, which prepayment shall be credited by MSX against future Royalties payable by RB for Products sold in the U.S. Upon making the prepayment of [***] U.S. Dollars (USD\$[***]) to MSX, RB’s obligation to pay any further Royalties to MSX with respect to Products sold in the U.S. shall immediately and permanently cease. RB

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shall pay the royalty for Products (if any) pursuant to **Clause 7.4.2** within [***] of the expiry of the Half Year period in which the relevant Royalties are chargeable. Each Royalty payment shall be accompanied by a statement detailing the calculation of Royalties due to MSX, including, without limitation, the amount of Products sold and the corresponding Royalty amount.

L. The parties hereby agree that the **PRICE AND PAYMENT** section of the Agreement shall be amended to include a new **Clause 7.23**, which shall be set forth as follows:

7.23 Upon the payment by RB to MSX of [***] U.S. Dollars (USD\$[***]) of Royalties for the U.S. (including the prepayment of Royalties pursuant to **Clause 7.18**), the then current Price payable by RB to MSX for purchases of Products in the U.S. shall automatically and immediately be reduced by [***] percent ([***]%) and this reduced Price shall thereafter remain in effect for a period of one (1) year before it is subject to adjustment pursuant to the terms of the Agreement.

M. The parties hereby agree that the **PRICE AND PAYMENT** section of the Agreement shall be amended to include a new **Clause 7.24**, which shall be set forth as follows:

7.24 RB agrees to pay MSX an advance of [***] U.S. Dollars (USD\$[***]) on the Royalties payable to MSX pursuant to **Clause 7.4.1** upon receiving approval of its new drug application (NDA) for the Products from the FDA. MSX hereby agrees that RB shall be entitled to receive interest on this advance in the amount of [***] percent ([***]%) per annum and that the total amount of the advance, plus accumulated interest, shall be credited against the Royalties payable by RB to MSX pursuant to **Clause 7.4.1**.

N. Except as expressly set forth herein, all other terms and provisions of the Agreement shall remain in full force and effect without modification or change. This Amendment shall be made a part of, and incorporated by reference into, the Agreement and shall be subject to the terms and provisions thereof, except as expressly set forth herein.

Signed for and on behalf Reckitt Benckiser Pharmaceuticals Inc.

/s/ Shaun Thaxter

Name: Shaun Thaxter

Title: President

Date: November 13, 2009

Signed for and on behalf of MonoSol Rx, LLC

/s/ Mark Schobel

Name: Mark Schobel

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Title: CEO

Date: November 13, 2009

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THIS EXHIBIT HAS BEEN REDACTED AND IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST. REDACTED MATERIAL IS MARKED WITH [***] AND HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

AMENDMENT NO. 3 COMMERCIAL EXPLOITATION AGREEMENT

THIS AMENDMENT NO. 3 (this "Amendment") is made on the 30th day of March 2010 (the "Effective Date") between:

PARTIES

(1) MonoSol Rx, LLC, a company organized and existing under the laws of the USA, with offices at 30 Technology Drive, Warren, New Jersey 07059, USA ("**MSX**"),

and

(2) Reckitt Benckiser Pharmaceuticals Inc., a company existing under the laws of the USA with offices at 10710 Midlothian Turnpike, Suite 430, Richmond, Virginia 23235 ("**RB**").

WHEREAS, MSX and RB entered into a Commercial Exploitation Agreement, dated August 15, 2008 (the "Agreement"), pursuant to which RB engaged MSX to manufacture and supply the Products on the terms of the Agreement and MSX agreed to manufacture and supply the Products to RB on the terms of the Agreement; and

WHEREAS, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually desire to amend and modify certain terms and conditions of the Agreement as set forth in this Amendment.

IT IS AGREED as follows:

- A.** Capitalized terms used in this Amendment without definition shall have the respective meanings ascribed thereto in the Agreement.
- B.** The parties hereby agree that from the Effective Date through and until May 31, 2010 (the “Expedited Release Approval Period”), MSX shall manufacture and supply RB’s requirements of the Products for the U.S. in accordance with the SUBOXONE® Sublingual Film — Batch Transfer and Batch Release Approval Process (the “Expedited Release Approval Process”), a copy of which is annexed hereto as **Schedule B** and made a part hereof. As between MSX and RB, RB shall be solely responsible for ensuring that the Products are not released for

commercial distribution by RB or its secondary packager(s) until the prerequisites for release set forth in the Expedited Release Approval Process have been satisfied. RB shall indemnify, defend and hold harmless MSX Parties pursuant to Clause 10 of the Agreement from any and all Losses that result from or arise in connection with any Claim against any of the MSX Parties to the extent the Claim arises from a release of Product by RB or its secondary packager(s) during the Expedited Release Approval Period in violation of the Expedited Release Approval Process. RB shall accept all shipments of Product subject to the Expedited Release Approval Process. The parties acknowledge and agree that MSX’s release of Product under the Expedited Release Approval Process deviates from the release process set forth in the underlying Agreement and Quality Agreement and that, as such, such deviation by MSX shall not constitute a violation of the underlying Agreement or the Quality Agreement.

C. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America, save as to conflict of law provisions, and the parties hereby agree to submit to the jurisdiction of the federal courts located in the State of Delaware.

D. Except as expressly set forth herein, all other terms and provisions of the Agreement shall remain in full force and effect without modification or change.

Signed for and on behalf Reckitt Benckiser Pharmaceuticals Inc.

/s/ Shaun Thaxter

Name: Shaun Thaxter
Title: President

Date:

Signed for and on behalf of MonoSol Rx, LLC

/s/ Mark Schobel

Name: Mark Schobel
Title: CEO
Date:

Schedule B

SUBOXONE® Sublingual Film — Batch Transfer and Batch Release Approval Process

THIS EXHIBIT HAS BEEN REDACTED AND IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST. REDACTED MATERIAL IS MARKED WITH [***] AND HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

**AMENDMENT NO. 4
COMMERCIAL EXPLOITATION AGREEMENT**

THIS AMENDMENT NO. 4 (this “Amendment”) is made on the 13th day of October 2010 (the “Effective Date”) between:

PARTIES

- (1) MonoSol Rx, LLC, a company organized and existing under the laws of the USA, with offices at 30 Technology Drive, Warren, New Jersey 07059, USA (“**MSX**”),

and

- (2) Reckitt Benckiser Pharmaceuticals Inc., a company existing under the laws of the USA with offices at 10710 Midlothian Turnpike, Suite 430, Richmond, Virginia 23235 (“**RB**”).

WHEREAS, MSX and RB entered into a Commercial Exploitation Agreement, dated August 15, 2008 as amended by Amendment No. 1 thereto on August 19, 2009, Amendment No. 2 thereto on November 13, 2009, and Amendment No. 3 thereto on March 30, 2010 (collectively, the “Agreement”), pursuant to which RB engaged MSX to manufacture and supply the Products on the terms of the Agreement and MSX agreed to manufacture and supply the Products to RB on the terms of the Agreement; and

WHEREAS, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually desire to amend and modify certain terms and conditions of the Agreement as set forth in this Amendment.

IT IS AGREED as follows:

- A.** Capitalized terms used in this Amendment without definition shall have the respective meanings ascribed thereto in the Agreement,
- B.** The parties hereby agree that from the Effective Date through and until December 31, 2010 (the “Expedited Release Approval Period”), MSX shall manufacture and supply RB’s requirements of the Products for the U.S. In accordance with the SUBOXONE® Sublingual Film — Batch Transfer and Batch Release Approval Process (the “Expedited Release Approval Process”), a copy of which is annexed hereto as Schedule B and made a part hereof. As between MSX and RB, RB shall be solely responsible for ensuring that the Products are not released for commercial distribution by RB or its secondary packager(s) until the prerequisites for release set forth In the Expedited Release Approval Process have been satisfied. RB shall indemnify, defend and hold harmless MSX Parties pursuant to Clause 10 of the Agreement from any and all Losses that result from or arise in connection with any Claim against any of the MSX Parties to the extent the Claim arises from a release of Product by RB or its secondary packager(s) during the Expedited Release Approval Period In violation of the Expedited Release Approval Process. RB shall accept all shipments of Product subject to the Expedited Release Approval Process. The parties acknowledge and agree that MSX’s release of Product under the Expedited Release Approval Process deviates from the release process set forth in the underlying Agreement and Quality Agreement and that, as such, such deviation by MSX shall not constitute a violation of the underlying Agreement or the Quality Agreement.
- C.** This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America, save as to conflict of law provisions, and the parties hereby agree to submit to the jurisdiction of the federal courts located in the State of Delaware.
- D.** Except as expressly set forth herein, all other terms and provisions of the Agreement shall remain in full force and effect without modification or change.

Signed for and on half Reckitt Benckiser Pharmaceuticals Inc.

/s/ Shaun Thaxter
Name: Shaun Thaxter
Title: President
Date: 10/8/10

Signed for and on behalf of MonoSol Rx, LLC

/s/ Mark Schobel
Name: Mark Schobel
Title: CEO
Date: 10/8/10

Schedule B

SUBOXONE® Sublingual Film Batch Transfer and Batch Release Approval Process

[***]

THIS EXHIBIT HAS BEEN REDACTED AND IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST. REDACTED MATERIAL IS MARKED WITH [***] AND HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

**AMENDMENT No. 5
COMMERCIAL EXPLOITATION AGREEMENT**

THIS AMENDMENT NO. 5 (this “Amendment”) is made on the 15th day of December 2010 (the “Effective Date”) between:

PARTIES

(1) MonoSol Rx, LLC, a company organized and existing under the laws of the USA, with offices at 30 Technology Drive, Warren, New Jersey 07059, USA (“**MSX**”),

and

(2) Reckitt Benckiser Pharmaceuticals Inc., a company existing under the laws of the USA with offices at 10710 Midlothian Turnpike, Suite 430, Richmond, Virginia 23235 (“**RB**”).

WHEREAS, MSX and RB entered into a Commercial Exploitation Agreement, dated August 15, 2008 as amended by Amendment No. 1 thereto on August 19, 2009, Amendment No. 2 thereto on November 13, 2009, Amendment No. 3 thereto on March 30, 2010, and Amendment No. 4 thereto on October 13, 2010 (collectively, the “Agreement”), pursuant to which RB engaged MSX to manufacture and supply the Products on the terms of the Agreement and MSX agreed to manufacture and supply the Products to RB on the terms of the Agreement; and

WHEREAS, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually desire to amend and modify certain terms and conditions of the Agreement as set forth in this Amendment.

IT IS AGREED as follows:

A. Capitalized terms used in this Amendment without definition shall have the respective meanings ascribed thereto in the Agreement.

B. The parties hereby agree that Clause 7.16 set forth in the PRICE AND PAYMENT section of the Amendment No. 2 dated November 13, 2009 shall be amended and restated in its entirety to read as follows:

7.16 Invoices shall be paid in accordance with the following payment schedule:

7.16.1 RB shall pay invoices in respect of the Cost of Goods Price for the U.S., together with any other invoices submitted to it pursuant to this Agreement for the U.S. prior to the expiry of the 2010 Year, within [***] of receipt by RB from MSX of a valid Invoice therefore (reflecting applicable sales tax, if any). RB shall pay Invoices in respect of the Cost of Goods Price for the U.S., together with any other invoices submitted to it pursuant to this Agreement for the U.S. from January 1, 2011 to March 31, 2011, within [***] of receipt by RB from MSX of a valid Invoice therefore (reflecting applicable sales tax, if any). RB shall thereafter pay Invoices in respect of the Cost of Goods Price for the U.S., together with any other invoices submitted to it pursuant to this Agreement for the U.S. for the remainder of the Term, within [***] of receipt by RB from MSX of a valid invoice therefore (reflecting applicable sales tax, if any) provided, however, that, commencing after the Price reduction in respect of the U.S. pursuant to Clause 7.23 of the Amendment No. 2 dated November 13, 2009 takes effect, RB shall thereafter pay for the remainder of the Term such invoices [***] of receipt by RB from MSX of a valid Invoice therefore (reflecting applicable sales tax, if any).

7.16.2 RB shall pay invoices in respect of the Cost of Goods Price for the ROW, together with any other invoices submitted to it pursuant to this Agreement for the ROW, within [***] of receipt by RB from MSX of a valid invoice therefore (reflecting applicable sales tax, if any).

C. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America, save as to conflict of law provisions, and the parties hereby agree to submit to the Jurisdiction of the federal courts located in the State of Delaware.

D. Except as expressly set forth herein, all other terms and provisions of the Agreement shall remain in full force and effect without modification or change.

Signed for and on half Reckitt Benckiser Pharmaceuticals Inc.

/s/ Shaun Thaxter

Name: Shaun Thaxter
Title: President
Date: 12/16/10

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Signed for and on behalf of MonoSol Rx, LLC

/s/ Mark Schobel

Name: Mark Schobel
Title: CEO
Date:

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**AMENDMENT NO. 6
COMMERCIAL EXPLOITATION AGREEMENT**

THIS AMENDMENT NO. 6 (this “Amendment”) is made on the 9th day of December 2011 (the “Effective Date”) between:

PARTIES

1. MonoSol Rx, LLC, a company organized and existing under the laws of the USA, with offices at 30 Technology Drive, Warren, New Jersey 07059, USA (“MSX”), and
2. Reckitt Benckiser Pharmaceuticals Inc., a company existing under the laws of the USA with offices at 10710 Midlothian Turnpike, Suite 430, Richmond, Virginia 23235 (“RB”).

WHEREAS, MSX and RB entered into a Commercial Exploitation Agreement, dated August 15, 2008, as amended (collectively, the “Agreement”), pursuant to which RB engaged MSX to manufacture and supply the Products on the terms of the Agreement and MSX agreed to manufacture and supply the Products to RB on the terms of the Agreement; and

WHEREAS, MSX currently maintains an existing packaging line pursuant to which MSX currently packages the Products at MSX’s Melton Road facility (the “Melton Road Packaging Line”); and

WHEREAS, MSX has acquired a second packaging line more particularly described in Schedule 1 to this Amendment (the “Ameriplex Packaging Line”) from [***] for use at MSX’s Ameriplex facility for which capital investment is required to upgrade the Ameriplex facility, install the Ameriplex Packaging Line and validate the packaging of the Products on the Ameriplex Packaging Line to cGMP requirements; and

WHEREAS, RB has agreed to contribute towards such further capital investment in the Ameriplex Packaging Line in exchange for, *inter alia*, certain guarantees with respect to MSX’s capacity to fill RB’s requirements for the Products on the terms herein set forth;

WHEREAS, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually desire to supplement, amend and/or modify certain terms and conditions of the Agreement as set forth in this Amendment.

IT IS AGREED as follows:

- A. Capitalized terms used in this Amendment without definition shall have the respective meanings ascribed thereto in the Agreement.

- B. RB shall provide up to [***] US Dollars (\$[***]) in funding for the required build-out of the Ameriplex facility and installation of the Ameriplex Packaging Line (the “Funding”). The cost estimates for such build-out and installation are set forth on Schedule 1 to this Amendment and are derived from that certain engineering study dated October 27, 2010 issued by [***] The Funding shall be made by RB to MSX in immediately available funds to an account designated by MSX as follows:

[***]% to be paid on January 10, 2012;

[***]% upon the achievement of certain milestones related to the build-out of the Ameriplex facility and installation of the Ameriplex Packaging Line, which milestones shall be agreed to by the parties in writing subsequent to the execution of this Amendment; and

The balance of the project costs incurred by MSX, not to exceed [***]% of the total Funding, upon completion of the build-out and installation of the Ameriplex Packaging Line and receipt of all FDA approvals needed for commercial packaging of the Products to cGMP requirements.

- C. RB and MSX shall agree upon key suite build-out features of the Ameriplex Packaging Line and RB shall have the right to approve the cGMP suite build-out and the installation plans relating thereto, such approval not to be unreasonably withheld, delayed or conditioned. Selection of and negotiations with engineering and construction providers shall be undertaken jointly by MSX and RB; provided that, MSX shall have final approval rights with respect to the retention of any engineering and construction providers within the scope of the cost estimates referred to in paragraph B. of this Amendment.

- D. RB and MSX mutually agree that certain activities related to the build-out of the Ameriplex facility and installation of the Ameriplex Packaging Line, including, but not limited to, engineering support, process work and qualification, may be performed more efficiently by MSX resources and that if such efficiencies can be quantified, then the activities should be performed by MSX resources and reimbursed by RB as part of the Funding; provided, however, that the final decision on entitlement for reimbursement shall be at RB’s discretion and that the performance of such activities by MSX resources follows certain agreed principles, including, but not limited to, the following:

- Said activities, if performed by MSX employees, would not be part of their normal duties or responsibilities, hence not part of MSX fixed costs;
- MSX can quantify that said activities would be performed more efficiently if carried out by MSX resources; and
- Said activities could be done by duly qualified temporary workers hired by MSX.

E. In exchange for RB’s contribution of the Funding: (I) MSX will increase its current annual capacity commitment under **Clause 6.3** of the Agreement from [***] units of the Products for the U.S. per Quarter Year (*i.e.*, [***] units of the Products for the U.S. per Year) to [***] units of the Products for the U.S. and ROW combined per Quarter Year (*i.e.*, [***] units of the Products for the U.S. and ROW combined per Year), with the intent of the parties being to utilize the Ameriplex Packaging Line as the primary line such that the majority of units of the Products shall be packaged on the Ameriplex Packaging Line; and (ii) MSX agrees to undertake commercially reasonable efforts to support peaks in demand of Product of up to [***] units of Products per month.

F. MSX shall have the right to use excess capacity on the Ameriplex Packaging Line for the packaging of other products for its other customers; provided, however, that RB’s production requirements and service levels are not impacted. With respect to the Ameriplex Packaging Line only, any capacity utilized by MSX for the packaging of other commercial products shall be subject to the payment by MSX to RB of a fee of \$[***] per unit of packaged product, subject to the total fees receivable by RB shall not exceed the amount of Funding provided by RB hereunder. For the sake of clarity, MSX shall not be subject to the per unit fee for non-commercial usage of the Ameriplex Packaging Line.

G. In the event of a business interruption impacting the Ameriplex Packaging Line, MSX hereby agrees to utilize the Melton Road Packaging Line line as a contingency / business continuity solution, subject to MSX’s other commercial commitments, for quantities of Product of up to [***] units for U.S. and ROW per Year. In the event of a business interruption impacting the Melton Road Packaging Line, MSX hereby agrees to utilize the Ameriplex Packaging Line as a contingency / business continuity solution, subject to MSX’s other commercial commitments, for quantities of Product of up to [***] units for U.S. and ROW per Year.

H. From and after the date of this Amendment, other than as set forth in this paragraph H, RB shall place Orders for Product as: (i) [***] batch sizes; and (ii) a maximum of [***] SKU changeovers per batch or a maximum of [***] SKUs per batch (the “Ordering Criteria”). The parties shall create a joint project team to develop and have in place the most cost-effective solution of packaging small runs by March 31, 2013.

I. The parties hereby agree that **Clause 7.3.2** set forth in the **PRICE AND PAYMENT** section of the Agreement shall be amended and restated in its entirety to read as follows:

7.3.2 In the event that any Order requests more than one packaging for the Products covered by such Order, RB shall pay a lump sum amount for each additional packaging request in an amount of [***] Dollars (USD \$[***]), regardless of the number of units of Product covered by such new packaging request (the “Packaging Fee”). RB and MSX will review the documented costs for additional packaging (“Changeover Costs”) on an annual basis and increase or decrease the Packaging Fee based on the annual increase or decrease in Changeover Costs. For Orders

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containing SKU runs of [***] doses or less RB will pay the actual documented Changeover Costs by run as provided by MSX, which actual documented Changeover Costs are expected to be [***] or less

J. Consistent with Section 7.12 of the Agreement, MSX will, together with RB, examine the costs associated with the Ameriplex Packaging Line on annual basis to determine if Product cost reductions are commercially reasonable based upon equipment or environmental improvements; provided, however, that such obligation on the part of MSX shall cease if and when the payments made by MSX to RB equal the full amount of the Funding provide by RB hereunder.

K. MSX may buy out its obligations under paragraph E to utilize the Ameriplex Packaging Line as the primary line at any point within [***] years of the Effective Date of the Amendment in return for payment to RB of an amount equal to the amount of Funding provided by RB hereunder net of any payments made by MSX to RB in respect to paragraph F. On the [***] anniversary of the Effective Date of the Amendment, MSX’s obligation to utilize the Ameriplex Packaging Line as the primary line will cease.

L. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America, save as to conflict of law provisions, and the parties hereby agree to submit to the jurisdiction of the federal courts located in the State of Delaware.

M. Except as expressly set forth herein, all other terms and provisions of the Agreement shall remain in full force and effect without modification or change.

Signed for and on behalf Reckitt Benckiser Pharmaceuticals Inc.

/s/ Shaun Thaxter
Name: Shaun Thaxter
Title: President
Date:

/s/ Keith Kendall
Name: Keith Kendall
Title: COO
Date: 12/9/11

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SCHEDULE 1

[***]

**AMENDMENT NO. 7
COMMERCIAL EXPLOITATION AGREEMENT**

THIS AMENDMENT NO. 7 (this “**Amendment**”) is made on the day of December 2012 (the “**Amendment Effective Date**”, between

PARTIES

- (1) MonoSol Rx, LLC a company organized and existing under the laws of the USA with offices at 30 Technology Drive Warren, New Jersey 07059. USA (“**MSX**”),
- and
- (2) Reckitt Benckiser Pharmaceuticals Inc. a company existing under the laws of the USA with offices at 10710 Midlothian Turnpike. Suite 430 Richmond, Virginia 23235 (“**RB**”)

WHEREAS, MSX and RB entered into a Commercial Exploitation Agreement, dated August 15 2008, as amended (collectively, the “**Agreement**”), pursuant to which RB engaged MSX to manufacture and supply the Products on the terms of the Agreement and MSX agreed to manufacture and supply the Products to RB on the terms of the Agreement: and

WHEREAS, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually desire to amend and modify certain terms and conditions of the Agreement as set forth in this Amendment.

IT IS AGREED as follows:

- A. Capitalized terms used in this Amendment without definition shall have the respective meanings ascribed thereto in the Agreement.
- B. From and after the Amendment Effective Date, an additional formulation of Product is hereby added to Schedule 3 of the Agreement as follows:
- 4 mg Buprenorphine + 1 mg Naloxone
- C. The Cost of Goods Price for the 2012 and 2013 Years of manufacture per pouched single dose of Product for the following dosage strengths will be as follows
- | | |
|---|---------|
| · 4 mg Buprenorphine + 1 mg Naloxone (US) | \$[***] |
| · 4 mg Buprenorphine + 1 mg Naloxone (ROW) | \$[***] |
| · 12 mg Buprenorphine + 3 mg Naloxone(US) | \$[***] |
| · 12 mg Buprenorphine + 3 mg Naloxone (ROW) | \$[***] |
-
- D. The Cost of Goods Price per pouched single dose of Product for the 2013 Year of manufacture for the following dosage strengths will be as follows
- | | |
|--|---------|
| · 2 mg Buprenorphine + 0.5 mg Naloxone (US) | \$[***] |
| · 2 mg Buprenorphine + 0.5 mg Naloxone (ROW) | \$[***] |
| · 8 mg Buprenorphine + 2 mg Naloxone (US) | \$[***] |
| · 8 mg Buprenorphine + 2 mg Naloxone (ROW) | \$[***] |
- E. As of the Amendment Effective Date, MSX will conduct a representative batch sampling of no less than [***] doses per batch and no more than [***] doses per batch of 8 mg Buprenorphine + 2 mg Naloxone and 12 mg Buprenorphine + 3 mg Naloxone for each such batch commenced on or after the Amendment Effective Date. The batch sampling quantities may be adjusted by written agreement from both parties. [***]
- F. For the 12 mg Buprenorphine + 3 mg Naloxone Product, MSX will warehouse Product until RB has provided MSX written instructions either to ship the Product or have the Product destroyed (“**Disposition Instructions**”) RB shall provide the Disposition Instructions to MSX within ten (10) business days after receipt by RB of the Summary Findings from the Visual Sampling unless RB has commercially reasonable questions on a given batch or seeks further clarification on existing data from a particular batch in order to aid RB in making a decision in which case MSX will make available an appropriate level of management to respond to RB. If RB does not provide the required Disposition Instructions within ten (10) business days of MSX having provided responses to commercially reasonable inquiries made by RB then RB will have the subject batch shipped to a third party of RB’s choosing for further warehousing (such Product “**12 mg Warehoused Product**”). The Order for a batch will be fulfilled per Section 5.1 of the Agreement and legal title shall pass to RB per Section 5.7 of the Agreement upon MSX providing a Certificate of Analysis to RB. MSX will invoice RB upon providing a Certificate of Analysis to RB and RB shall pay the full batch Price plus associated Sampling Charges for all 12 mg Buprenorphine + 3 mg Naloxone Product with a Certificate of Analysis in accordance with the terms of the Agreement regardless of the associated Disposition Instructions. In the event that RB subsequently elects to have the 12 mg Warehoused Product destroyed, RB shall cause the Product to be shipped (at RB’s cost) to MSX along with instructions to destroy the Product and MSX shall destroy the Product (at MSX’s cost). Notwithstanding the foregoing, each shipment of Product (including 12 mg Warehoused Product) delivered by MSX shall comply with **Clause 5.3** of the Agreement.

G. For the 8 mg Buprenorphine + 2 mg Naloxone Product, MSX will warehouse Product until the summary findings from the Visual Sampling have been provided to RB. For batches with a **Visual Sampling Level** [***] of [***]% or less. MSX will ship Product per **Clause 5.1** of the Agreement and RB shall pay for all Product with a Certificate of Analysis MSX will warehouse 8 mg Buprenorphine + 2 mg Naloxone Product for an additional ten (10) business days where the Visual Sampling Level for a batch exceeds [***]%. RB shall provide MSX with Disposition Instructions within said ten (10) business day period unless RB submits to MSX commercially reasonable questions on a given batch or seeks further clarification on existing

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data from a particular batch in order to aid RS in making a decision, in which case MSX will make available an appropriate level of management to answer commercially reasonable questions on a given batch or provide further clarification on existing data from a particular batch in order to aid RB in making a decision RB shall provide the required Disposition Instructions to MSX within five (5) business days of MSX having provided responses to commercially reasonable inquiries made by RB during the ten (10) business day period referenced in the immediately preceding sentence. If the Disposition Instructions provided to MSX require destruction of the Product, then MSX shall dispose of the subject batch and the parties respective liability for costs associated with the destroyed batch shall be as set forth below:

[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

Responsibility for costs associated with destroyed batches with Visual Sampling Level above [***]% which are in process as of the Amendment Effective Date shall be as follows: (i) for batch [***] (produced in July) MSX shall be responsible for all MSX costs and all API costs shall be the responsibility of RB; (ii) for batch [***] (presently warehoused at Sharp) RB shall accept the batch; (iii) for batch [***] MSX shall be responsible for all MSX costs and all API costs shall be split equally by MSX and RB; and (iv) all other remaining in process batches will be subject to this Amendment.

If the Disposition Instructions provided to MSX require shipment of the Product, then MSX will ship Product per **Clause 5.1** of the Agreement and RB shall pay for all Product with a Certificate of Analysis. Notwithstanding the foregoing each shipment of Product (including 8 mg Warehoused Product) delivered by MSX shall comply with **Clause 5.3** of the Agreement.

H. Both parties acknowledge and agree that nothing in this Amendment relieves either party of its responsibilities to undertake commercially reasonable efforts to continuously improve the Products. Accordingly, the parties agree to establish and convene a joint technical team (the “**JTT**”) consisting of members from each party who have the requisite expertise to analyze manufacturing and Product data, customer complaints on an ongoing basis, and utilize the Annual Product Review Process to continuously improve the Products. The parties hereby further agree that the JTT will meet on a quarterly basis and the first meeting of the JTT shall be convened within thirty (30) days of the Amendment Effective Date. MSX agrees to work diligently and in good faith, through the JTT to improve the manufacturing process and quality of the Product output on [***] of the production line. The JTT shall also work in good faith to evaluate the merits and feasibility of a robust Product reformulation and shall work in good faith to agree upon a commercially viable plan for such Product reformulation. The JTT may also, from time-to-time with both parties written approval, develop other specific and limited projects to improve the overall quality of the existing Product or manufacturing process.

3

I. The parties hereby agree that **Clause 3.4.3** set forth in the **MANUFACTURE AND SUPPLY** section of the Agreement shall be amended and restated in its entirety to read as follows:

monitor, account for and keep RB regularly informed of the usage and waste of API. MSX will act reasonably to ensure maintenance of an overall yield percentage (the “**Yield Target**”) defined as the actual strips produced before samples divided by the theoretical strips available based on the amount of defect free API used in manufacturing. For the avoidance of doubt, this includes any API dispensed and/or used for commercial production regardless of whether film strips were yielded from said use but excluding API associated with batches destroyed based on Visual Sampling data. The parties will work in good faith to identify commercially reasonable Yield Targets for dosage strengths, batch sizes, and SKU configurations within ninety days of the Amendment Effective Date. On an annual basis MSX and RB will review and reconcile results against the Yield Target and MSX will, within thirty (30) days, remunerate RB for RB’s documented API costs on an annual basis to the extent MSX fails below the Yield Target. For the sake of clarity, the formula for calculating API costs owed will be Yield Target minus the actual yield times the API costs. The parties hereby agree that **Clause 3.4.3** of the Agreement represents the sole mechanism for MSX reimbursement of API to RB associated with manufacturing usage and waste

J. The parties hereby agree that **Clause 4.6** set forth in the **FORECASTS, ORDERS AND SUPPLY OF THE API** section of the Agreement shall be amended and restated in its entirety to read as follows

Notwithstanding the terms of any DDP delivery (or any other delivery) of the API by RB to MSX, legal title to the API shall remain with RB after delivery to MSX. MSX shall use reasonable efforts to ensure proper storage and handling of the API once delivered to MSX and prior to manufacturing. Risk of damage to, or loss of the API shall pass from RB to MSX upon delivery as set out in **Clause 4.3**. MSX shall retain casualty insurance coverage for the expected inventory of the API (amounts expected to be supplied to MSX by RB for manufacture of the Product in the amounts set forth in the Forecasts) to cover damage to or loss of the API during storage for so long as the API remains at MSX’s risk. For the sake of clarity, the responsibilities of the parties with respect to usage and waste of API during manufacturing is covered under **Clause 3.4.3** and this **Clause 4.6** is in no way intended to address API usage and waste during manufacturing.

K. The parties hereby agree that **Clause 4.7** set forth in the **FORECASTS, ORDERS AND SUPPLY OF THE API** section of the Agreement shall be amended to include the following sentence at the end of the paragraph.

For the sake of clarity, MSX’s obligation to remunerate RB under this **Clause 4.7** is limited to the amount paid to MSX by RB and shall not include remuneration for RB’s API cost.

L. RB agrees to waive any API loss claims to MSX for batches made prior to the Amendment Effective Date.

M. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America, save as to conflict of law provisions, and the parties hereby agree to submit to the jurisdiction of the federal courts located in the State of Delaware.

N. Except as expressly set forth herein, all other terms and provisions of the Agreement shall remain in full force and effect without modification or change.

Signed for and on behalf Reckitt Benckiser Pharmaceuticals Inc.

/s/ Shaun Thaxter

Name Shaun Thaxter
Title: President
Date. 12/1/12

Signed for and on behalf of MonoSol Rx, LLC

/s/ Keith Kendall

Name Keith Kendall
Title COO
Date

N. Except as expressly set forth herein, all other terms and provisions of the Agreement shall remain in full force and effect without modification or change.

Signed for and on behalf Reckitt Benckiser Pharmaceuticals Inc.

/s/ Shaun Thaxter

Name Shaun Thaxter
Title: President
Date. 12/1/12

Signed for and on behalf of MonoSol Rx, LLC

Name: Mark Schobel
Title CEO
Date

THIS EXHIBIT HAS BEEN REDACTED AND IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST. REDACTED MATERIAL IS MARKED WITH [***] AND HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

**ADDENDUM A TO COMMERCIAL EXPLOITATION AGREEMENT:
SUBOXONE STRIP DEVELOPMENT AGREEMENT**

This Addendum A to Commercial Exploitation Agreement: Suboxone Strip Development Agreement (the "Addendum") is entered into as of this 14th day of October, 2013 the ("Addendum Effective Date"), by and between Reckitt Benckiser Pharmaceuticals Inc., with offices at 10710 Midlothian Turnpike, Suite 430, Richmond, VA 23235 ("RB") and MonoSol Rx, LLC, with offices at 30 Technology Drive, Warren, NJ 07059 ("MSX").

Background and Purpose of Project

A. The parties entered into a Commercial Exploitation Agreement dated August 15, 2008, as amended (the "Agreement").

B. Pursuant and subject to the Agreement, the parties now wish to enter into an addendum to the Agreement relating to the development and potential commercialization of improved formulations of the Products;

C. This Addendum relates to a research and development project to develop and potentially commercialize improved formulations of the Products having a higher degree of product stability which MSX would manufacture and supply to RB pursuant to the terms of the Agreement. The parties intend that the Price for these improved formulations be the same as the Price which RB is currently paying for existing Products with the same API and

dosage strengths, (subject only to variations in costs with respect to Raw Materials, Direct Labor, Release Testing, or use of manufacturing line time; provided however, that MSX shall validate with competent evidence any increase in costs with respect to Raw Materials, Direct Labor, Release Testing, or use of manufacturing line time).

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Capitalized Terms

Capitalized terms used in this Addendum without definition shall have the same meanings ascribed to those terms in the Agreement.

2. Addendum is Part of Agreement

This Addendum is hereby incorporated into and made a part of the Agreement as if fully set forth therein, and is subject to the terms of the Agreement.

Without limiting the foregoing and for the avoidance of doubt, rights to and ownership of any inventions and other intellectual property developed or created as a result of the work performed hereunder shall be governed by the Intellectual Property Rights provisions of the Agreement.

3. Services and Payment

MSX shall perform the services set forth in the attached Appendix A (the “Services”), which is hereby incorporated by reference and made a part of this Addendum as if fully set forth herein.

MSX represents and warrants that it will perform the Services in accordance with prevailing industry standards. MSX further represents and warrants that all personnel who perform the Services shall have appropriate training, experience and qualifications.

In consideration for performing the Services, MSX shall receive payments as set forth herein and in Appendix A and Appendix B. Appendix B is hereby incorporated by reference and made a part of this Addendum as if fully set forth herein.

The initial payment will be invoiced by MSX upon Signing (as defined below) and will be due upon receipt of said invoice by RB.

Subsequent payments will be invoiced by MSX upon completion of all applicable criteria and will be due [***] after receipt of said invoice by RB. In the event of any good faith disputes with respect to any such invoice, RB shall pay the undisputed portion of any such invoice within this time period.

4. Project Specifics

Project milestones and time lines as well as associated payments are outlined in Appendix A.

4.1 Payment Triggers

RB’s obligation to make a payment for services rendered pursuant to each milestone phase is triggered by either the commencement or the completion of a milestone activity, as outlined in Appendix A and further described herein.

In order to receive payments for an applicable milestone activity whereby payment is due on “commencement of the activity” MSX shall first provide RB a project plan outlining critical activities and a definitive time period for the commencement of the milestone phase, which plan must be accepted in writing by RB (such approval not to be unreasonably withheld or delayed).

If payment is due upon completion, MSX shall first provide RB with written confirmation of completion, which confirmation shall be deemed accepted by RB unless RB delivers to MSX a written deficiency notice within twenty-one (21) business days of RB’s receipt of written confirmation of completion. Any such deficiency notice delivered by RB hereunder shall contain a level of detail sufficient for MSX to assess the deficiency and propose a plan of corrective action to address the deficiency. In the event a deficiency notice is delivered by RB under this Section 4.1, the parties shall endeavor to agree promptly upon a corrective action plan and payment of the milestone payment in question will not be required and the milestone shall not be deemed completed until such time as the deficiency is remedied in accordance with the corrective action plan; provided that the time periods during which RB is responsible for responding under this Section 4.1 (i.e., the period of up to 21 business days during which RB is reviewing MSX’s proposed completion of a milestone) shall not be counted for purposes of

MSX’s eligibility for any Milestone Bonus Payment or the assessment of any Milestone Reduction Penalty set forth in Appendix A.

As used in Sections 4.2 and 4.3 below (and elsewhere in this Addendum), the completion of a milestone or a project activity is considered to include both the completion of the specified activities by MSX and their acceptance by RB as set forth above.

4.2 Bonus Payments

RB will pay milestone bonus payments described in this Section 4.2 (“Milestone Bonus Payments”) to MSX where MSX has completed all project activities as outlined in the project plan pertaining to a particular project milestone a minimum of [***] in advance of the specified target delivery date, with larger bonuses payable if MSX completes all project activities pertaining to a particular milestone a minimum of [***] in advance of the specified target delivery date. The Milestone Bonus Payment column indicates the percentage of the bonus, with the number to the left of the diagonal indicating the percentage bonus (expressed as a percentage of the base milestone payment) if the milestone is completed a minimum of [***] before the target date and the (smaller) percentage to the right of the diagonal line indicating the percentage bonus payment if the milestone is completed a minimum of [***] in advance of target date.

As an example, the Milestone Bonus Payment for the “Analytical Toolkit” phase is written “[***]% / [***]%,” and the target delivery date is described as “[***]” and the Milestone Amount is \$[***]. (“Signing” is the date on which the later to be executed of the [***] and the [***] is fully executed by both parties).

If MSX completes all of the activities in the Analytical Toolkit milestone a minimum of [***] prior to the target delivery date, i.e., no more than [***] from Signing, MSX would receive a bonus payment of [***]% of the milestone payment. In such case, its bonus payment would be \$[***] ($[***]\% \times \$[***] = \$[***]$) in addition to the base milestone payment of \$[***], which means that that total amount payable for this milestone to MSX would be \$[***].

If MSX completes all of the activities in the Analytical Toolkit milestone a minimum of [***] prior to the target delivery date, i.e., no more than [***] from Signing, MSX would receive a bonus payment of [***]% of the milestone payment. In such case, its bonus payment would be \$[***] ($[***]\% \times \$[***] = \$[***]$) in addition to the base milestone payment of \$[***], which means that that total amount payable for this milestone to MSX would be \$[***].

For the avoidance of doubt, bonus payments for completion of a particular milestone are not cumulative. MSX might receive either a [***] bonus or a [***] bonus, but it could not receive both

bonuses for completing a single milestone (although MSX might receive separate bonuses, or penalties, for completing other milestones specified in [Appendix A](#) early or late, as applicable.)

4.3 Penalty Payment Reductions

Subject to Section 4.1 of this Addendum, milestone reduction penalties described in this Section 4.3 (“Milestone Reduction Penalties”) will be deducted from the amounts payable to RB if MSX exceeds the applicable target delivery date for successfully completing all project activities pertaining to a particular milestone by more than [***], with larger reduction penalties if MSX exceeds the applicable Target Delivery Date for successfully completing all project activities pertaining to a particular milestone by more than [***]. The Milestone Reduction Penalty column indicates the percentage of the penalty, with the number to the left of the diagonal line indicating the percentage penalty if MSX completes the project activities more than [***] after the target date and the (larger) percentage to the right of the diagonal line indicating the percentage penalty if MSX completes the project activities more than [***] after the target date.

As an example, the Milestone Reduction Penalty for the “Analytical Toolkit” phase is written “[***]% / [***]%,” and the target delivery date is described as “[***] from Signing” and the Milestone Amount is \$[***].

If MSX completes all of the project activities in the Analytical Toolkit milestone at least [***] after the target delivery date, i.e., a minimum of [***] from Signing, MSX would receive a reduction penalty of [***]% of the milestone payment. In such case, its reduction penalty would be \$[***] ($[***]\% \times \$[***] = \$[***]$) deducted from the base milestone payment of \$[***], which means that that total amount payable for this milestone to MSX would be \$[***].

If MSX completes all of the project activities in the Analytical Toolkit milestone at least [***] after the target delivery date, i.e., a minimum of [***] from Signing, MSX would receive a reduction penalty of [***]% of the milestone payment. In such case, its reduction penalty would be \$[***] ($[***]\% \times \$[***] = \$[***]$) deducted from the base milestone payment of \$[***], which means that that total amount payable for this milestone to MSX would be \$[***].

4.4 Termination and Termination Fee

MSX may terminate this Addendum at any time with or without cause during the “Pre-Signing” and “Analytical Toolkit” phases of the project only by giving written notice of termination to RB.

4.4.1 RB may terminate this Addendum or any individual milestone phase at any time with or without cause by giving written notice of termination to MSX. Each individual milestone phase,

except the “PreSigning” and “Analytical Toolkit” milestones, requires the payment of a termination fee by RB (as specified in [Appendix A](#)) in the event that RB terminates the applicable milestone phase of the project, along with the milestone payment associated with any active and ongoing work. Any termination notice by RB shall specify the particular milestone phase or phases being terminated. In the event that RB terminates the entire project or multiple milestone phases at substantially the same time, RB shall pay only a single termination fee, which shall be equal to the largest individual termination fee applicable to any of the terminated milestone phases in addition to the milestone payments associated with any active and ongoing work (i.e., as an illustrative example, in the event that RB elects to pursue the optional “Delivery of a [***]” milestone phase (termination fee = \$[***]) and then subsequently terminates that phase, and, at substantially the same time, RB terminates the [***]” milestone phase (termination fee = \$[***]), then, in addition to the milestone payments associated with any active and ongoing work, RB would owe MSX a single termination fee of \$[***], which is the largest individual termination fee applicable to any of the terminated milestone phases).

4.4.2 In addition to the amounts specified in 4.4.1 above, RB will make the following termination payments to MSX if RB without cause terminates either the entire Addendum or the milestone phases specified below prior to making the applicable milestone payments:

Batch Manufacture milestones

] *Manufacture of* ***] *validation batches*: Payment of \$] for each batch manufactured in conformance with applicable specifications prior to termination (up to a maximum of \$***]).

]: Payment of \$] for each batch manufactured in conformance with applicable specifications prior to termination (up to a maximum of \$***]).

]: Payment of \$] for each batch manufactured in conformance with applicable specifications prior to termination (up to a maximum of \$***]).

] Provide cGMP hand-cut samples for clinical PK studies: Payment of \$] for manufacture of cGMP clinical supplies manufactured in conformance with applicable specifications prior to termination.

Stability Test milestones

]: Payment of \$] upon both (i) manufacture of formulation in conformance with applicable specifications prior to termination and (ii) demonstration that such formulation satisfies applicable ***] stability standards (even if this ***] period concludes after termination by RB).

]: Payment of \$] upon (i) manufacture of formulation in conformance with applicable specifications prior to termination

and (ii) demonstration that such formulation satisfies applicable ***] stability standards (even if this ***] period concludes after termination by RB).

For the avoidance of doubt, in no case will the total amount payable by RB under this Section 4.4.2 with respect to any particular milestone exceed the total amount which would have been payable if MSX had completely such milestone in the absence of termination by RB.

Termination of this Addendum by either party does not, by itself, affect the remaining portions of the Agreement, nor does it affect any obligations of the parties under this Addendum which survive termination of the Addendum pursuant to the Agreement, including without limitation, the obligation of RB to pay for milestone payments as and when due under this Addendum.

4.5 Inclusions and Exclusions

For all milestones except the “Pre-Signing” and “Analytical Toolkit” milestones, any project activities involving the design of improved formulations prepared by MSX shall include stability analyses performed on sample materials from sample batches and formulations at the following time periods: ***]. The costs of the performance of stability analyses at these intervals are covered and included in the applicable milestone payment, and no additional payments by RB for these stability analyses shall be required. If, however, RB requests stability analyses at time intervals beyond those specified in the previous sentence, additional reasonable charges for the cost of performing the additional requested stability analyses would apply.

Capital purchases required for final solutions (e.g., “[***]”) are not included in the milestone payments, and would be an additional charge. If purchased by MSX, the costs of such capital purchases would be passed through (without markup) to RB.

Except as expressly stated in this Section 4.5 (regarding extra stability tests, capital purchases for ***]) or in Section 4.4 (regarding termination fees), the milestone payments specified for each activity shall be all-inclusive for all project activities pertaining to a particular milestone to be completed. Work outside the scope of such project activities, and the additional fees associated therewith, would require a separate written agreement by both parties.

4.6 Optional Activities

The activities classed as “optional” in Appendix A can only be commenced upon prior written approval by RB.

4.7 API

RB shall timely provide MSX with all necessary API free of charge. In the event that RB fails to provide API meeting the API Specification in a timely manner and MSX can demonstrate that such failure caused delays in MSX’s ability to perform its obligations under this Addendum and MSX notifies RB of such delays in writing at the time such delays are occurring, then MSX may deduct the amount of time its performance of a particular milestone activity was delayed by such failure from the total amount of time MSX took to complete a particular milestone activity for purposes of determining whether MSX receives a bonus or penalty for its performance of the

particular milestone under Appendix A. Failure of RB to timely deliver API or at all shall not be used by RB as grounds to avoid its obligation to make any milestone payment provided for in this Addendum.

5. Project Management

5.1 MSX shall be responsible for the project management and for providing appropriate resources to deliver the project. RB shall be responsible for (1) attending monthly project update meetings either in person or via teleconference, (2) providing timely decisions on items requested by MSX, and (3) providing appropriate RB expertise on the project.

5.2 MSX is to present RB with a written project plan which shall be updated on a monthly basis.

5.3 Additionally, MSX shall give verbal updates on a monthly basis. This is to take place in the form of a monthly teleconference or alternatively face-to-face meeting with participation and attendance by the joint technical team (“JTT”) and the supply team.

5.4 The JTT shall consist of an equal number of members from MSX and RB, shall guide the project team and provide technical support when needed.

6. Pricing of Commercial Products

Any products, designs or formulations which are developed pursuant to this Addendum or the performance of the Services herein and which are approved for commercial sale by at least one Regulatory Authority in at least one country or jurisdiction, or which have been supplied by RB or its agents to at least one customer (collectively, “Addendum Products”) shall be considered “Products” as defined in Clause 1.1 of the Agreement and treated as Products for purposes of the Agreement and this Addendum except as expressly stated in the last two paragraphs of this Section 6.

Without limiting the foregoing, the parties agree that the Price payable by RB to MSX for any Addendum Product shall be the same as the then-current Cost of Goods Price for the “analogous Products” as set forth in Clauses 7.2 and 7.14 of the Agreement. An “analogous Product” refers to a Product containing the same amount of Buprenorphine API and dosage strength as an Addendum Product. As an illustrative example, if at a given time the then-current U.S. Cost of Goods Price per pouched single dose of pre-existing Product containing 2 mg Buprenorphine were \$[***] and the then-current ROW Cost of Goods Price per pouched single dose of pre-existing Product containing 2 mg Buprenorphine were \$[***], then the U.S. price of an Addendum Product containing an API of 2 mg Buprenorphine would also be \$[***] per pouched single dose and the ROW price of an Addendum Product containing an API of 2 mg Buprenorphine would also be \$[***] per pouched single dose). For the avoidance of doubt, the rules on pricing set forth in this paragraph apply both at the time of Product Launch of an Addendum Product and at all other times.

As the sole exception to the foregoing, in the event that the cost with respect to Raw Materials, Direct Labor, and/or manufacturing line time required to produce an Addendum Product is more or less expensive than that required to produce the analogous Product, then at the request of

either party, the price of such Addendum Product shall be increased or decreased (as applicable) on a purely pass-through basis (without any markup by MSX) to account solely for the variations in costs with respect to Raw Materials, Direct Labor, Release Testing, or use of manufacturing line time; provided however, that MSX shall validate with competent evidence any increase in costs with respect to Raw Materials, Direct Labor, Release Testing, or use of manufacturing line time.

The parties acknowledge and agree that RB has completely fulfilled and satisfied its obligations under the Agreement to pay Royalties on Products sold in the U.S. Accordingly, RB shall have no obligation to make any royalty payments for any Products, including any Addendum Products, sold in the U.S. The parties acknowledge and agree that RB has continuing obligations to pay Royalties on the Net Sales Value of Products, including Addendum Products, sold in the ROW, pursuant to Section 7.4.2 of the Agreement.

7. CONFLICTING TERMS

In the event of a conflict between this Addendum and the Agreement, the Agreement shall govern. In the event of a conflict between this Addendum and an Appendix to this Addendum, this Addendum shall govern.

8. EFFECTIVE DATE

This Addendum shall be effective as of the Addendum Effective Date.

9. GOVERNING LAW; JURISDICTION

This Addendum shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America, save as to conflict of law provisions, and the parties hereby agree to submit to the jurisdiction of the federal courts located in the State of Delaware.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed as of the Addendum

MonoSol Rx, LLC

/s/ Keith Kendall

Keith Kendall
Print Name

President - COO
Print Title

Reckitt Benckiser Pharmaceuticals, Inc.

/s/ Shaun Thaxter

Shaun Thaxter
Print Name

APPENDIX A

[illegible]

APPENDIX B

[illegible]

EXECUTION VERSION

THIS EXHIBIT HAS BEEN REDACTED AND IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST. REDACTED MATERIAL IS MARKED WITH [***] AND HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

**ADDENDUM B TO COMMERCIAL EXPLOITATION AGREEMENT
SUBOXONE STRIP DEVELOPMENT AGREEMENT**

Background and Purpose of Project

- A. The parties entered into a Commercial Exploitation Agreement dated August 15, 2008, as amended (the “Agreement”).
- B. The parties entered into Addendum A to the Agreement as of October 15, 2013 relating to the development and potential commercialization of improved formulations of the Products (“Appendix A”).
- C. Pursuant and subject to the Agreement, the parties now wish to amend Addendum A by entering into a further addendum to the Agreement relating to: (i) the accelerated completion of scale-up work and manufacture of the [***] registration batches of the current development formulation of [***] Suboxone Sublingual Film containing [***] and the new development formulation, to be mutually agreed, of [***] Suboxone Sublingual Film containing [***] (the “[***]”) without [***] as outlined under Addendum A in order to facilitate an accelerated launch of Suboxone Sublingual Film in [***]; and (ii) a reformulation program for Suboxone Sublingual Film ([***] or [***] as determined by RB).

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Capitalized Terms

Capitalized terms used in this Addendum without definition shall have the same meanings ascribed to those terms in the Agreement.

2. Addendum is Part of Agreement

This Addendum B is hereby incorporated into and made a part of the Agreement as if fully set forth therein, and is subject to the terms of the Agreement.

Without limiting the foregoing and for the avoidance of doubt, rights to and ownership of any inventions and other intellectual property developed or created as a result of the work performed hereunder shall be governed by the Intellectual Property Rights provisions of the Agreement.

3. Project Specifics

3.1 Scope of Work

Within the scope of work set forth in this Addendum B, the following shall apply:

MSX will undertake the scale-up and manufacture of [***] registration batches each for the [***] and [***] dosage strengths required by Addendum A at MSX’s [***] facility (“[***]”).

As part of the scale-up work for each dosage strength, MSX will use commercially reasonable efforts to identify critical process parameters and in-process controls with limits where a control is deemed necessary. Parameters and control limits will be mutually agreed upon in writing between MSX and RB.

As part of the scale-up work for each dosage strength, MSX will use commercially reasonable efforts to conduct an appropriate [***] experiment to establish the working range for [***]. RB and MSX will agree upon the experiment design in writing prior to the start of the experiment.

All methods utilized in the mutually agreed finished product specification (the “Finished Product Specification”) will be validated prior to the delivery of the [***] data for Suboxone [***] Film registration batches.

MSX represents and warrants that it will perform the work under this Addendum B in accordance with prevailing industry standards. MSX further represents and warrants that all personnel who perform work under this Addendum B shall have appropriate training, experience and qualifications.

3.2 Timeline and Payments

Assuming this Addendum B is executed and delivered by the parties on or before [***], the [***] registration batches will be placed on stability by [***] and the [***] registration batches will be placed on stability by [***]. (If this Addendum B is not executed and delivered by [***], then for each day after [***] before this Addendum B is executed and delivered, the timelines of the previous sentence for placing the registration batches on stability will be pushed back by an equivalent number of days). RB acknowledges that the timeline represents an accelerated approach and that any additional batches (above and beyond the batches described in Section 3.1 or in Addendum A) required to obtain scale-up manufacturing at [***] may impact the timeline. MSX will use commercially reasonable efforts to ensure that the registration batches meet the Finished Product Specifications; however, RB acknowledges and agrees that the accelerated approach outlined in this Addendum B increases the risk of the registration batches failing to meet the Finished Product Specifications. RB will make prompt payment to MSX upon the completion of the registration batches as outlined under Addendum A regardless of the final performance of the batches unless the registration batch failure(s) are due to MSX’s gross negligence, intentional misconduct or breach of this Addendum B, Addendum A or the Agreement.

The parties recognize that the accelerated scope of work and timeline requested by RB related to the [***] product under this Addendum B has a significant impact on MSX’s business. In order to appropriately compensate MSX for this impact, RB will pay MSX [***]. MSX shall invoice RB and RB shall make payment [***] upon the execution and delivery of this Addendum B.

With the exception of the [***] milestone, all other milestones and payments contemplated under Addendum A and any existing statements of work between the parties shall continue to apply. (The [***] milestone, and any associated payment obligations to the extent not already paid on the part of RB, are hereby cancelled). MSX will credit RB [***] against the [***] for the [***] milestone payment already received by MSX under Addendum A.

RB and MSX will undertake a [***] for Suboxone Sublingual Film ([***] or [***] as determined by RB; the “[***]”). RB and MSX will build a project plan for the [***] and begin work by the earlier of (i) the reported outcome of the planned clinical PK study for Suboxone [***] Film or (ii) [***]. MSX will complete the Reformulation Program at a cost to RB of no more than [***] Thousand Dollars (\$[***]).

Payments will be invoiced by MSX upon completion of all applicable criteria and will be due [***] after receipt of said invoice by RB.

For all purposes of this Addendum B, the term “completion” as applied to the fulfillment by MSX of any obligation of any obligations under either Addendum A or this Addendum B shall have the same meaning as defined in Section 4.1 of Addendum A.

In the event of any good faith disputes with respect to any such invoice, RB shall pay the undisputed portion of any such invoice within this time period.

3.3 Termination and Termination Fee

MSX may terminate this Addendum B by giving [***] written notice of termination to RB if RB shall fail to make any undisputed payment to MSX as and when due under this Addendum B and such failure remains uncured at the end of such [***] notice period.

RB may terminate this Addendum B [***] by giving written notice of termination to MSX. In the event that RB terminates this Addendum B, or otherwise fails to start the [***] (defined in Appendix A) by [***], RB shall pay MSX a [***] upon the effective date of the applicable triggering event (such fee is in lieu of, and not in addition to, any otherwise applicable termination fee under Addendum A).

Termination of this Addendum B by either party does not, by itself, affect the remaining portions of the Agreement, including without limitation Addendum A, nor does it affect any obligations of the parties under this Addendum B which survive termination of this Addendum B pursuant to the Agreement, including without limitation the obligation of RB to make payments as and when due under this Addendum B.

3.4 Inclusions and Exclusions

Work outside the scope of this Addendum B or the unmodified portions of Addendum A, and the additional fees associated therewith, would require a separate written agreement by both parties.

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3.5 Quality

RB will identify and introduce to MSX the Qualified Person (the “QP”) that RB has assigned to the launch of Suboxone Sublingual Film [***] as soon as is practicable. The QP will engage with MSX on a plan of action for preparing for the necessary [***] regulatory filings.

3.6 Product Risk

RB will be responsible for the product defect risks either associated intrinsically with the [***] or the associated manufacturing process, in each case provided it is carried out in compliance with the mutually agreed upon written process parameters and in-process controls as defined in MSX’s manufacturing batch record.

Any recalls or regulatory actions taken as a result of such [***] product defects will be at RB’s expense except to the extent such product defects result from MSX’s failure to follow GMP or the mutually agreed upon written process parameters and in-process controls as defined in MSX’s manufacturing batch record, or from MSX’s gross negligence, willful misconduct or breach of the Agreement or any Addendum thereof.

Product defect risk for the [***] will revert to the terms set forth in the Agreement upon the earlier of (1) the commercial launch of [***] developed by MSX using an appropriate [***] (although this is not part of the immediate RB strategy) and (2) the usage of [***] doses in the marketplace.

4. CONFLICTING TERMS

In the event of a conflict between this Addendum B and the Agreement, the Agreement shall govern. In the event of a conflict between this Addendum B and Addendum A, this Addendum B shall govern.

5. EFFECTIVE DATE

This Addendum B shall be effective as of the Addendum Effective Date.

6. GOVERNING LAW; JURISDICTION

This Addendum B shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America, save as to conflict of law provisions, and the parties hereby agree to submit to the jurisdiction of the federal courts located in the State of Delaware.

IN WITNESS WHEREOF, the parties have caused this Addendum B to be executed as of the Addendum Effective Date.

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By: /s/ Keith Kendall

Keith Kendall
Print Name

COO
Print Title

Reckitt Benckiser Pharmaceuticals Inc.

By: /s/ Mark W. Crossley

Mark W. Crossley
Print Name

Global Finance Director
Print Title

APPROVED
AS TO FORM
RB LEGAL DEPT.
BY

THIS EXHIBIT HAS BEEN REDACTED AND IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST. REDACTED MATERIAL IS MARKED WITH [***] AND HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

LICENSE AGREEMENT

This License Agreement (hereinafter, "Agreement"), dated as of May 14, 2014 ("Execution Date"), between XenoPort, Inc., a Delaware corporation having a place of business at 3410 Central Expressway, Santa Clara, CA 95051 ("XenoPort"), and Reckitt Benckiser Pharmaceuticals Inc., a Delaware corporation having a place of business at 10710 Midlothian Turnpike, Suite 430, Richmond, VA 23235 ("Reckitt").

BACKGROUND

- A. XenoPort has developed arbaclofen placarbil, a Transported ProdrugTM of the R-isomer of baclofen (as further defined below, "Compound") for the treatment of spasticity and other indications. XenoPort owns or controls certain patents, know-how and other intellectual property relating to such Compound.
- B. Reckitt desires to further develop and commercialize products containing a Compound (as further defined below, "Products") in the Territory (as defined below).
- C. XenoPort is willing to grant to Reckitt rights and licenses to further develop and commercialize Products in the Territory, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 "Addiction Indication(s)" shall mean any and all indications for the treatment and/or prophylaxis of any disease, disorder and/or condition of addiction, abuse and/or dependency, including alcohol addiction, abuse and/or dependency, and/or addiction, dependency upon and/or abuse of narcotics and/or other substances (including opioids, cocaine and nicotine).

1.2 "Affiliate" of a Party shall mean any person, corporation or other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Party, as the case may be, for so long as such control exists. As used in this Section 1.2, "control" shall mean: (a) to possess, directly or indirectly, the power to affirmatively direct the management and policies of such person, corporation or other entity, whether through ownership of voting securities or by contract relating to voting rights or corporate governance; or (b) direct or indirect beneficial ownership of at least fifty percent (50%) (or such lesser percentage that is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) of the voting share capital in such person, corporation or other entity. A "Controlled Affiliate" is an Affiliate [***].

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- 1.3 "Annual Net Sales" shall mean the total Net Sales of all Products sold in the Territory in a particular calendar year.
- 1.4 "Annual US Net Sales" shall mean the total Net Sales of all Products sold in the United States in a particular calendar year.
- 1.5 "Annual Ex-US Net Sales" shall mean the total Net Sales of all Products sold in all countries of the Territory outside of the United States in a particular calendar year.
- 1.6 "Compound" shall mean: (a) arbaclofen placarbil (also referred to internally at XenoPort as XP19986), the structure of which is set forth in Exhibit 1.6A attached to this Agreement; (b) [***] Prodrug of baclofen or Prodrug of R-baclofen; and/or (c) any salts or esters of any of the foregoing. The [***] set forth in Exhibit 1.6B attached to this Agreement.
- 1.7 "Control" (including any variations such as "Controlled" or "Controlling"), in the context of intellectual property rights, shall mean rights to intellectual property sufficient to grant the applicable assignment, license or sublicense under this Agreement, without violating the terms of any agreement or other arrangement with a Third Party.
- 1.8 "Data" shall mean: (a) all research data, pharmacology data, preclinical data, and/or clinical data for any Compound and/or any Product generated by, or on behalf of, a Party; and/or (b) all regulatory documentation, information, correspondence and submissions pertaining to, or made in association with, an IND, Marketing Approval Application, Marketing Approval or the like for any Compound or any Product; in each case, that are Controlled by a Party as of the Effective Date or during the term of this Agreement after the Effective Date.
- 1.9 "Effective Date" shall mean the HSR Clearance Date.
- 1.10 "EMA" shall mean the European Medicines Agency, or any successor entity thereto performing similar functions.
- 1.11 "Existing Inventory" shall mean those quantities of [***] in XenoPort's possession or control as of the Effective Date and listed on Exhibit 1.11 attached to this Agreement.
- 1.12 "FDA" shall mean the United States Food and Drug Administration, or any successor entity thereto performing similar functions.
- 1.13 "FTE" shall mean a full-time equivalent employee (i.e., one fully committed or multiple partially-committed employees aggregating to one full-time employee) employed by XenoPort and assigned to perform specific work.

1.14 “GAAP” shall mean United States generally accepted accounting principles or the international financial reporting standards as in effect from time to time, consistently applied by a Party across its entire business.

1.15 “IND” shall mean any Investigational New Drug Application (including any amendments thereto, whenever filed) filed with the FDA pursuant to 21 C.F.R. §321 before the

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commencement of clinical trials involving a pharmaceutical product (including a Product), or any comparable filings with any Regulatory Authority in any other jurisdiction.

1.16 “Indications” shall mean any and all Addiction Indications and/or Other Indications.

1.17 “Initiate” shall mean[***].

1.18 “Know-How” shall mean, collectively, XenoPort Know-How and Reckitt Know-How.

1.19 “Major Market” shall mean [***].

1.20 “Major EU Market” shall mean [***].

1.21 “Marketing Approval” shall mean approval of a New Drug Application (or its equivalent) submitted to the FDA in the United States or approval of a comparable application that has been submitted to a Regulatory Authority in another country or jurisdiction. For clarity, “Marketing Approval” shall not include any governmental pricing and/or reimbursement approvals and/or authorizations issued by a Regulatory Authority or any other governmental agency in any country or jurisdiction.

1.22 “Marketing Approval Application” (or “MAA”) shall mean a New Drug Application (or its equivalent) submitted to the FDA in the United States, or a comparable application that has been submitted to a Regulatory Authority in another country or jurisdiction.

1.23 “Net Sales” shall mean the gross amount invoiced for all Products sold by Reckitt, its Affiliates and/or Sublicensees (each, a “Selling Party”) less [***] on such sales for:

- (a) [***] and [***];
- (b) [***] and [***] and [***], or [***]; and
- (c) [***] provided that [***] shall be [***].

Sales [***] shall be excluded from the computation of Net Sales except [***].

If a Product is sold or transferred for consideration other than cash, or in a transaction not at arm’s length, the Net Sales from such sale or transfer shall be deemed the then-current fair market value of such Product.

1.24 “Other Indications” shall mean any and all indications other than the Addiction Indications.

1.25 “Party” shall mean XenoPort or Reckitt, individually, and “Parties” shall mean XenoPort and Reckitt, collectively.

1.26 “Patent(s)” shall mean any patents and patent applications (whether provisional or non-provisional), together with all additions, divisions, continuations, continuations-in-part,

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substitutions, reissues, re-examinations, extensions, registrations, patent term adjustments, patent term extensions, supplemental protection certificates and renewals of any of the foregoing, and including any patent resulting from other post-grant proceedings, including a post-grant review, an *inter partes* review or an opposition.

1.27 “Phase II” shall mean a human clinical trial, the principal purpose of which is to establish a dose or dose range for Phase III clinical trials in a patient population that has the disease or condition being studied, as further described in 21 C.F.R. §312.21(b).

1.28 “Phase III” shall mean a human clinical trial, the principal purpose of which is to establish safety and efficacy in patients with the disease or condition being studied, as further described in 21 C.F.R. §312.21(c), which is designed and intended to be of a size and statistical power sufficient to serve as a pivotal study to support the filing of an MAA for the indication being studied.

1.29 “Post-Grant Proceedings” shall mean proceedings conducted with respect to a Patent before a patent office or other administrative agency that is not a court of law following the grant or issuance of such Patent and pursuant to which the validity, enforceability or scope of such Patent is challenged by a Third Party, including a post-grant opposition proceeding, *ex parte* reexamination (but only if such a reexamination is requested by a Third Party), *inter partes* review and other post-grant review proceedings. An appeal, including to a court of law, from such a Post-Grant Proceeding, shall be understood to be encompassed by the term Post-Grant Proceedings.

1.30 “Prodrug” shall mean a compound that may or may not be pharmacologically active that undergoes an *in vivo* metabolism producing a second compound exhibiting a pharmacological effect. By way of example only, arbaclofen placarbil is a Prodrug of R-baclofen, i.e., arbaclofen placarbil is

metabolized in vivo to form R-baclofen.

1.31 “Product” shall mean any pharmaceutical product containing a Compound, alone or in combination with one or more other active pharmaceutical ingredients, in any dosage form or formulation.

1.32 “Prosecution and Maintenance” (including variations such as “Prosecute and Maintain”) shall mean, with respect to a Patent, the preparing, filing, prosecuting and maintenance of such Patent, as well as continuations, divisionals, re-examinations, reissues and requests for patent term extensions and the like with respect to such Patent, together with the conduct of interferences, and other similar proceedings with respect to a Patent, but excluding Post-Grant Proceedings.

1.33 “Reckitt Know-How” shall mean any and all scientific, medical, technical, manufacturing, regulatory and other information relating to any Compound and/or any Product, including Data, that are owned or Controlled by Reckitt as of the Effective Date or during the term of this Agreement after the Effective Date, [***] any of XenoPort’s obligations under this Agreement and/or to exercise XenoPort’s rights under this Agreement [***]. Notwithstanding the foregoing [***] Reckitt Know-How shall [***].

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1.34 “Reckitt Patents” shall mean any Patents [***] made by or under the authority of Reckitt (without XenoPort’s participation) as described in Section 9.1.1(a).

1.35 “Regulatory Authority” shall mean the FDA, EMA or a regulatory body with similar regulatory authority in any other jurisdiction in the Territory.

1.36 “Regulatory Exclusivity” shall mean any exclusive marketing rights or data exclusivity rights conferred by an applicable Regulatory Authority or other governmental authority in a particular country or jurisdiction within the Territory, including any regulatory data protection exclusivity and any extensions to such exclusivity rights.

1.37 “Sublicensee” shall mean [***] in the Territory (or a country(ies) or territory(ies) within the Territory); and “Sublicense” shall mean [***]. As used in this Agreement, “Sublicensee” [***].

1.38 “Territory” shall mean worldwide.

1.39 “Third Party” shall mean any person, corporation, joint venture or other entity, other than Reckitt, XenoPort and their respective Affiliates.

1.40 “Valid Claim” means [***] that: (a) has not been revoked, cancelled or held unenforceable, unpatentable or invalid by a decision of a court or governmental agency of competent jurisdiction from which no appeal can be, or has been, taken; and (b) has not otherwise been rendered unenforceable for any reason, including abandonment, an admission of invalidity or unenforceability, or as a result of a disclaimer (however or in whatever context made, including in or through reissue, re-examination or Post-Grant Proceedings), or was otherwise dedicated to the public.

1.41 “XenoPort Know-How” shall mean all scientific, medical, technical, manufacturing, regulatory and/or other information relating to any Compound and/or Product and Data, that are Controlled by XenoPort or its Controlled Affiliates as of the Effective Date or during the term of this Agreement after the Effective Date, that were generated or utilized by XenoPort in developing or producing any Compound [***] Reckitt to exercise its rights and perform its obligations with respect to Compounds and/or Products under this Agreement.

1.42 “XenoPort Patents” shall mean: (a) the Patents Controlled by XenoPort or its Controlled Affiliates listed on Exhibit 1.42, together with all additions, divisions, continuations, substitutions, re-issues, re-examinations, extensions, registrations, patent term adjustments, patent term extensions, supplemental protection certificates and renewals of any such Patents; and (b) any other Patents, including [***] Joint Patents, to the extent Controlled by XenoPort or its Controlled Affiliates as of the Effective Date or during the term of this Agreement after the Effective Date, [***]

1.42.1 [***]

1.42.2 [***].

1.42.3 [***].

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1.42.4 Additional Definitions. Each of the following terms shall have the meaning described in the corresponding section of this Agreement below.

Term	Section Defined	Term	Section Defined
Agreement	Introduction	Orange Book	9.6
[***]	[***]	Other Indication Option	2.3
Brand Name Marks	10.3	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	Patent Dispute Notice	9.2.1(b)
Controlled Affiliate	1.2	Paragraph IV Certification	9.3.2
Confidential Information	11.1	Paying Party	7.3
Cooperating Party	11.5	Potentially Infringing Product	9.3.1
Dispute	16.1	Prior NDA	11.6
DOJ	17.2	[***]	[***]
Execution Date	Introduction	[***]	[***]

Election Notice	2.3.1	Product Materials	13.2.7
[***]	[***]	Product Plan(s)	4.1.2
Existing Inventory Payment	6.4	Publishing Party	11.4
FTC	17.2	Reckitt	Introduction
Generic Product	6.3.4	Reckitt Indemnitees	15.2
Hart-Scott-Rodino Act	17.1	Requesting Party	11.5
HSR Clearance Date	17.1	Selling Party	1.20
HSR Conditions	17.1	Senior Executives	16.1
Indemnitee	15.3	Sublicense	1.32
Indemnitor	15.3	[***]	[***]
Infringement Actions	9.4.1	Third Party Claim	15.1
Joint Inventions	9.1.2	Trademark Guidelines	10.1
Joint Oversight Committee / JOC	3.1.1	Trigger Notice	2.3.1
Joint Patents	9.1.2	[***]	[***]
Liabilities	15.1	Withdrawal Notice	3.5
Listed Patents	14.2.3	XenoPort	Introduction
[***]	[***]	XenoPort Indemnitees	15.1

ARTICLE 2 GRANT OF LICENSE

2.1 License. Subject to the terms and conditions of this Agreement, XenoPort hereby grants to Reckitt, during the term of this Agreement, the exclusive right and license under the XenoPort Patents and XenoPort Know-How: (a) to develop, make, have made, use, offer for

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sale, sell, import, export, market, distribute and promote Products; and (b) to develop, use, make, have made and import Compounds, and intermediates thereof, solely for the purposes of developing, making or having made Products; in each case, (i) for the Addiction Indications and the Other Indications, subject to Section 2.3, and (ii) in the Territory. XenoPort shall not assign any rights under the XenoPort Patents, unless such assignments are made subject to the rights granted to Reckitt in this Agreement.

2.2 Affiliates; Sublicenses. Subject to the terms and conditions of this Section 2.2, Reckitt shall have the right to: (a) exercise the license granted under Section 2.1 through its Affiliates solely for so long as such entity remains an Affiliate of Reckitt; and (b) grant sublicenses under its rights under Section 2.1 to Third Parties, provided that Reckitt may engage Sublicensees [***]. Reckitt shall ensure that each such Affiliate and each of its Sublicensees is bound by a written agreement containing provisions at least as protective of the Compound, Products and XenoPort as this Agreement, [***]. In any event, Reckitt shall [***]. Promptly following the execution of each Sublicense, Reckitt shall provide XenoPort with [***].

2.3 Other Indications; XenoPort Option. Notwithstanding any other provision of this Agreement, XenoPort shall have the option to negotiate with Reckitt the terms on which Reckitt and XenoPort would collaborate to develop and commercialize any Product(s) for any Other Indications as set forth in this Section 2.3 (such option, the “Other Indication Option”).

2.3.1 If Reckitt, [***] Reckitt shall provide written notice thereof to XenoPort and shall identify in such notice [***] with respect to which Reckitt [***] (any such notice, a “Trigger Notice”):

(a) [***]Reckitt’s delivery of a Trigger Notice, Reckitt shall [***] as well as an [***].

(b) XenoPort may exercise its Other Indication Option with respect to the Other Indications [***] by providing written notice (each such notice, an “Election Notice”) to Reckitt [***] Upon XenoPort’s issuance of an Election Notice[***] Reckitt shall negotiate in good faith exclusively with XenoPort the terms upon which Reckitt and XenoPort would collaborate to develop and/or commercialize [***]. For clarity, [***]

(c) [***]

2.3.2 For the avoidance of doubt, neither [***] Further if, subject to Section 2.3.1 above, Reckitt [***] XenoPort shall have [***] and Reckitt shall require [***]

2.4 No Other Rights. Except for the rights and licenses expressly granted in this Agreement, XenoPort retains all rights under its intellectual property, and no additional rights shall be deemed granted to Reckitt by implication, estoppel or otherwise. For clarity, the licenses and rights granted to Reckitt under this Agreement shall not be construed to convey any licenses or rights under the XenoPort Patents with respect to any compound or subject matter other than Compounds and/or Products, and/or the manufacture or use thereof as more fully set forth in the relevant provisions of this Agreement. [***] Except for the rights and licenses expressly granted in this Agreement, Reckitt retains all rights under its intellectual property, and no additional rights shall be deemed granted to XenoPort by implication, estoppel or otherwise. Reckitt agrees

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that neither it, nor any of its Affiliates or sublicensees, will use or otherwise exploit XenoPort Patents and/or XenoPort Know-How, except as expressly licensed and permitted in this Agreement. XenoPort agrees that neither it, nor any of its Affiliates or sublicensees, will use or otherwise exploit Reckitt Patents or Reckitt Know-How, except as expressly licensed and permitted in this Agreement.

ARTICLE 3 GOVERNANCE

3.1 Joint Oversight Committee.

3.1.1 Establishment. [***] after the Effective Date, XenoPort and Reckitt shall establish a joint oversight committee (“Joint Oversight Committee” or “JOC”) to perform the oversight and coordination functions prescribed for such committee in this Agreement.

3.1.2 Duties. The JOC shall:

- (a) Facilitate the exchange of Know-How, Data and other information and/or materials between the Parties;
- (b) Review and discuss the then-current Product Plan (and any updates thereto provided by Reckitt), as well as progress towards implementation of the then-current Product Plan and achievement of the milestones set forth in Section 6.2;
- (c) Provide a forum [***];
- (d) Provide a forum for providing timely updates [***]; and
- (e) Perform such other duties as are specifically assigned to the JOC in this Agreement or otherwise agreed in writing by the Parties.

3.2 Committee Membership. The JOC shall be composed of an equal number of representatives from each of Reckitt and XenoPort, selected by such Party. Unless the Parties otherwise agree, the exact number of representatives for each of Reckitt and XenoPort shall be [***]. Either Party may replace its respective JOC representatives at any time with prior written notice to the other Party; provided that the criteria for composition of the JOC set forth in the preceding sentence continues to be satisfied following any such replacement of a Party’s representative on the JOC.

3.3 Committee Meetings.

3.3.1 The JOC shall meet at least once each calendar half year, or more or less often as otherwise agreed to by the Parties. The JOC meetings may be conducted by telephone, video-conference or in person as agreed to by the Parties; provided, however, that the JOC shall meet in person at least once each calendar year. Unless otherwise agreed by the Parties, all in-person meetings for the JOC shall be held on an alternating basis between XenoPort’s U.S. facilities and Reckitt’s U.S. facilities. Each Party shall bear its own personnel and travel costs and expenses relating to such Party’s participation in JOC meetings. With the consent of the

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other Party (not to be unreasonably withheld or delayed), other employee representatives of a Party may attend any JOC meeting.

3.3.2 Either Party may call for an additional JOC meeting upon reasonable written notice to the other Party, [***].

3.4 [***]. The Parties agree that the purpose of the JOC shall be to provide a forum for discussion and exchange of information between the Parties, as provided in this Agreement, and the JOC shall [***].

3.5 Withdrawal from JOC. Notwithstanding Sections 3.1, 3.2 and 3.3 above, it is understood that XenoPort’s participation in the JOC is not an obligation of, or a deliverable to be provided by, XenoPort under this Agreement and that such participation is a right of XenoPort that XenoPort may exercise or waive, in its discretion. At any time during the term of the Agreement and for any reason, XenoPort shall have the right to withdraw from participation in the JOC upon written notice to Reckitt, which notice shall be effective immediately upon receipt (“Withdrawal Notice”). Following the issuance of a Withdrawal Notice, any plans, information, materials and/or other Know-How that either Party is obligated to provide to the JOC shall be provided directly to the other Party. Following the delivery of a Withdrawal Notice, this Article 3 (excluding the immediately preceding sentence) will become null and void and there will no longer be any obligation for Reckitt to participate in any future request by XenoPort to re-establish the JOC.

ARTICLE 4

DEVELOPMENT AND REGULATORY ACTIVITIES; TECHNOLOGY TRANSFER

4.1 Development and Regulatory Activities.

4.1.1 Responsibility. Reckitt shall be responsible[***] for all preclinical, clinical and other development activities required to obtain Marketing Approval for the Products in the Territory. Reckitt shall also be responsible, at its expense, for filing, obtaining and maintaining approvals for the development and commercialization of the Products for all Indications in the Territory, including any such IND, MAA or Marketing Approval, as well as liaising with, and managing all interactions with Regulatory Authorities in the Territory with respect thereto.

4.1.2 Product Plan. [***], Reckitt shall provide to the JOC an initial plan outlining the planned activities for the development of Compounds and Products by or under the authority of Reckitt [***]. Thereafter [***] Reckitt shall provide to the JOC an updated plan for the development of Compounds and Products by Reckitt, its Affiliates and/or Sublicensees [***] (each such plan, including the initial plan, a “Product Plan”), it being understood that the Product Plan [***] Each Product Plan shall include an outline [***] and the timelines and budget for all such activities.

4.1.3 Communications Regarding Development and Regulatory Activities with respect to Compounds and Products. Without limiting Section 4.1.2 above, Reckitt shall keep the JOC reasonably informed as to Reckitt’s (and its Affiliates’ and Sublicensees’) plans for, and the

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progress of, the development and regulatory activities relating to each Compound and each Product in the Territory, [***].

4.1.4 Conduct of Activities. Reckitt shall, and shall ensure that its Affiliates and Sublicensees, carry out all development and regulatory activities with respect to Compounds and/or Products: [***].

4.2 Exchange of Data and Know-How; Assignment of INDs.

4.2.1 Data and Know-How. Subject to the timelines set forth in Section 4.2.2 below for the transfer of the Existing INDs [***] the Effective Date, XenoPort will make available to Reckitt [***].

4.2.2 Assignment of INDs. Within [***], XenoPort shall transfer (and/or cause to be transferred) to Reckitt [***] (the “Existing INDs”). Prior to the assignment and transfer of the Existing INDs: (a) [***]; and (b) [***].

4.2.3 Transfer Date. “Transfer Date” shall mean [***].

4.3 Regulatory Cooperation. XenoPort shall [***].

4.4 Supply Transition; Transfer of Existing Inventory.

4.4.1 Supply Transition. Promptly following [***]. For clarity, except for the delivery to Reckitt of the Existing Inventory pursuant to Section 4.4.2 below, XenoPort [***].

4.4.2 Transfer of Existing Inventory. Subject to Reckitt’s payment of the Existing Inventory Payment in accordance with Section 6.4, XenoPort hereby conveys and assigns to Reckitt all XenoPort’s right, title and interest in and to the Existing Inventory. Within [***], XenoPort shall deliver such Existing Inventory to Reckitt [***] the applicable item of Existing Inventory as set forth on Exhibit 1.11. For the avoidance of doubt, [***]. In no event will XenoPort [***]. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 14.2.7, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE [***] IS BEING TRANSFERRED AS IS, WHERE IS, WITH ALL FAULTS AND XENOPORT MAKES NO REPRESENTATIONS NOR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE [***] INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AS TO THE CONDITION, VALUE OR QUALITY OF THE [***].

4.5 Formulation Development and CMC Activities. Within [***], XenoPort and Reckitt shall [***] provided that any such [***].

4.6 Adverse Event Reporting. As between the Parties, Reckitt shall [***]. Reckitt shall [***] Notwithstanding the foregoing, XenoPort shall timely report to Reckitt any adverse drug reactions/experiences, product quality complaints, product complaints and safety data relating to a Compound or a Product, which XenoPort becomes aware of after the Effective Date, in accordance with [***]

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ARTICLE 5 COMMERCIALIZATION

5.1 Commercialization of Products in the Territory. Subject to the terms and conditions set forth in this Agreement (including XenoPort’s Other Indication Option under Section 2.3), Reckitt shall be responsible, [***], for distribution, marketing, promotion and other commercialization of Products in the Territory, including obtaining all necessary and appropriate pricing and/or reimbursement approvals therefor in each country of the Territory.

5.2 Conduct of Commercialization Activities. Reckitt shall, and shall ensure that its Affiliates and Sublicensees, carry out all activities with respect to the distribution, marketing, promotion and other commercialization of Products in accordance with [***] and the provisions of this Agreement, and in compliance in all material respects with all applicable laws, rules and regulations within the portion of the Territory in which such activities are conducted.

5.3 Communications Regarding Commercialization of Products. Reckitt shall [***] Without limiting the foregoing, [***].

ARTICLE 6 PAYMENTS AND ROYALTIES

6.1 Initial License Fee. Reckitt shall pay to XenoPort an initial license fee of Twenty Million United States Dollars (US\$20,000,000) [***] following the Effective Date in accordance with the payment provisions in Article 7. The initial license fee set forth in this Section 6.1 shall not be refundable or creditable against any future milestone payments, royalties or other payments by Reckitt to XenoPort under this Agreement.

6.2 Milestones.

6.2.1 Development Milestone Payments. In addition, Reckitt shall pay to XenoPort the development milestone payments set forth below following the first achievement by Reckitt, or any of its Affiliates or Sublicensees, of the corresponding milestone below, in accordance with this Section 6.2 and the payment provisions in Article 7. For the avoidance of doubt, each milestone is payable one time only upon the first occurrence of the event triggering the respective milestone as provided in Section 6.2.5 below.

Development Milestone Event	Milestone Payment
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

6.2.2 Commercial Milestone Payments. Reckitt shall pay to XenoPort the commercial milestone payments set forth below following the first achievement of the corresponding milestone below, in accordance with this Section 6.2 and the payment provisions in Article 7. For the avoidance of doubt, each milestone is payable one time only upon the first occurrence of the event triggering the respective milestone as provided in Section 6.2.5 below.

Commercial Milestone Event	Milestone Payment
***	***
***	***
***	***
***	***

For the avoidance of doubt, [***].

6.2.3 Certain Definitions. For the purposes of this Article 6:

(a) [***]

6.2.4 [***].

6.2.5 Reports and Payments. Reckitt shall notify XenoPort in writing [***] Any milestone payable by Reckitt pursuant to this Section 6.2 shall be made no more than once with respect to the achievement of such milestone by Reckitt or any of its Affiliates or Sublicensees and in no event shall the aggregate amount to be paid by Reckitt under this Section 6.2 exceed One Hundred Twenty Million Dollars (\$120,000,000). For the avoidance of doubt, each milestone payment set forth in this Section 6.2 shall not be refundable and shall not be creditable against future milestone payments, royalties or other payments to XenoPort under this Agreement.

6.3 Royalty Payments. Subject to the terms and conditions of this Agreement, in further consideration of the license and rights granted by XenoPort to Reckitt under this Agreement, Reckitt shall pay to XenoPort royalties on the Net Sales of Products by Reckitt, its Affiliates and/or Sublicensees in the Territory as set out in this Section 6.3.

6.3.1 Sales in the United States. Reckitt shall pay to XenoPort tiered royalties at the rates set out below on Net Sales of Products sold in the United States by Reckitt, its Affiliates and/or Sublicensees:

Annual US Net Sales of Products	Royalty Rate
***	***
***	***
***	***
***	***

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6.3.2 Sales outside the United States. Reckitt shall pay to XenoPort tiered royalties at the rates set out below on Net Sales of Products sold in each country of the Territory outside the United States by Reckitt, its Affiliates and/or Sublicensees:

Annual Ex-US Net Sales of Products	Royalty Rate
***	***
***	***

6.3.3 Royalty Term. Reckitt's obligation to pay royalties under Sections 6.3.1 and 6.3.2 shall commence on the first commercial sale of the first Product [***] and shall continue [***] until the later to occur of: (a) expiration of the last to expire Valid Claim [***] and (b) expiration of all Regulatory Exclusivity with respect to [***]. The Parties acknowledge and agree that the royalty payments set forth hereunder are to be made in consideration for the licenses and rights granted by XenoPort to Reckitt with respect to the XenoPort Patents and the XenoPort Know-How (including regulatory filings made, and Data generated by, XenoPort) and have been agreed to by the Parties for the purpose of reflecting and advancing their mutual interest and convenience, including the ease of calculation of such royalties and the payment of such royalties by Reckitt to XenoPort.

6.3.4 Generic Competition. On a country-by-country and Product-by-Product basis, if [***] then:

(a) With respect to the United States, Reckitt shall not [***] pay a royalty under Section 6.3.1 above [***] after [***] first Generic Product [***] for [***] Generic Products remains on the market [***]; and

(b) With respect to each country of the Territory other than the United States,

(i) if Generic [***] such Product and such Generic [***], then the royalties payable pursuant to Section 6.3.2 above with respect to such Product sold in such country shall be reduced [***]; or

(ii) if such Generic [***] such Product and such Generic [***] then Reckitt shall not be obligated to pay a royalty under this Agreement with respect to such Product in such country for the remaining term of the Agreement [***].

(c) If [***] a Product [***] a country outside of the United States and a Generic [***], the royalties payable pursuant to Section 6.3.2 shall be reduced [***] for a period [***] If any time after [***] such [***] period [***] (a) [***] such Product and such Generic [***] then the royalties payable pursuant to Section 6.3.2 shall continue to be reduced [***], and (b) [***] such Product and such Generic [***] then Reckitt shall not be obligated to pay a royalty under Section 6.3.2 above with respect to such Product in such country for the remaining term of the Agreement.

- (e) As used in this Section 6.3.4, the phrase “[***]” means [***].

6.3.5 Reports and Payments. Commencing [***] Reckitt shall deliver to XenoPort a report setting out in reasonable detail the information necessary to calculate the royalty payments due under this Section 6.3 with respect to Net Sales of Products made during such calendar quarter[***]:

- (a) [***] the relevant calendar quarter on a country-by-country basis;
- (b) [***] the relevant calendar quarter on a country-by-country basis;
- (c) [***] the relevant calendar quarter on a country-by-country basis;
- (d) all relevant [***] in accordance with the terms of this Agreement;
- (e) all relevant [***] in accordance with [***].

Any amounts due under Section 6.3.1 or Section 6.3.2, as applicable, for such calendar quarter shall accompany such statement.

6.4 Payment for Existing Inventory. In consideration for the Existing Inventory transferred to Reckitt, Reckitt shall pay XenoPort Five Million Dollars (\$5,000,000) (the “Existing Inventory Payment”) [***] after XenoPort’s delivery of the Existing Inventory in accordance with Section 4.4.2 above.

ARTICLE 7 PAYMENTS; BOOKS AND RECORDS

7.1 Payment Method. Unless otherwise expressly stated in this Agreement, all payments under this Agreement shall be made by bank wire transfer in immediately available funds to an account designated by the Party to which such payments are due. All dollar amounts specified in, and all payments made under, this Agreement shall be in U.S. dollars. If any currency conversion shall be required in connection with the payment of royalties under this Agreement, such conversion shall be calculated using the average exchange rate for the conversion of foreign currency into United States Dollars, quoted for current transactions for both buying and selling United States Dollars, as reported in The Wall Street Journal (Internet Edition) for the last business day of each month of the calendar quarter to which such payment pertains.

7.2 Late Payments. Any payments or portions thereof due under this Agreement that are not paid by the date such payments are due under this Agreement shall bear interest at a rate equal to: [***]. This Section 7.2 shall in no way limit any other remedies available to the Parties.

7.3 Withholding Taxes. If laws or regulations require withholding by a Party (“Paying Party”) of any taxes imposed upon the other Party on account of any royalties or other payments paid under this Agreement, such taxes shall be deducted by the Paying Party as required by law from such payment and shall be paid by the Paying Party to the proper taxing authorities. Official receipts of payment of any withholding tax shall be secured and sent to the other Party

as evidence of such payment. The Parties will exercise their reasonable efforts to ensure that any withholding taxes imposed are reduced as far as possible under the provisions of any applicable tax treaty, and shall cooperate in filing any forms required for such reduction.

7.4 Records; Inspection. Reckitt shall keep, and require its Affiliates and Sublicensees to keep, complete, true and accurate books of accounts and records for the purpose of determining the amounts payable to XenoPort pursuant to this Agreement. Such books and records shall be kept for [***], or for such longer periods as required by applicable laws. Such records will be open for inspection during [***] (or such longer period as required by applicable laws, if relevant) by an independent auditor chosen by [***], for the purpose of verifying the amounts payable by Reckitt hereunder. Such inspections may be made [***] at reasonable times and on reasonable prior written notice. Such records [***] shall be subject to [***]. The independent auditor shall be obligated to execute a reasonable confidentiality agreement prior to commencing any such inspection. Inspections conducted under this Section 7.4 shall be at the expense of [***], unless a variation or error producing [***] in amounts payable [***] in which case, all reasonable costs relating to the inspection for such period and any [***] amounts that are discovered shall be paid by [***]. The Parties will endeavor in such inspection to minimize disruption of Reckitt’s normal business activities to the extent reasonably practicable.

ARTICLE 8 DILIGENCE

8.1 Diligent Efforts of Reckitt. Reckitt shall use Commercially Reasonable Efforts to develop, achieve Marketing Approval for, and launch [***], and [***] to market, promote and sell Products and to maximize the Net Sales of Products [***] Without limiting the foregoing, [***]; and Reckitt also agrees to use Commercially Reasonable Efforts to achieve the milestones set forth in Section 6.2. As used in this Section 8.1, “Commercially Reasonable Efforts” shall mean [***]

ARTICLE 9 INTELLECTUAL PROPERTY

9.1 Ownership.

(a) “[***]” means any inventions or other intellectual property made by, or on behalf of, each Party, whether alone or jointly with the other Party, [***].

(b) Reckitt hereby grants to XenoPort [***]

9.1.2 Ownership of Inventions. As between the Parties, XenoPort shall have sole and exclusive ownership of all right, title and interest in and to all XenoPort Patents and XenoPort Know-How, subject to the rights and licenses granted to Reckitt in the Territory under this Agreement. Each Party shall own any inventions and other intellectual property [***] made solely by employee(s) and/or agent(s) of such Party. The Parties shall jointly own any inventions and other intellectual property [***] made jointly by (i) employee(s) and/or agent(s) of XenoPort and (ii) employee(s) and/or agent(s) of Reckitt in performance of activities under this Agreement (“Joint Inventions”). Prosecution of any Patent with respect to such Joint Inventions (“Joint

Patents”) shall be solely as mutually agreed. Inventorship of all inventions and discoveries conceived, reduced to practice, discovered or made in performance of activities under this Agreement, whether or not patentable, shall be determined in accordance with United States patent laws. Except as expressly provided in this Agreement, it is understood that neither Party shall have any obligation to obtain any approval of, nor pay a share of the proceeds to, the other Party to practice, enforce, license, assign or otherwise exploit Joint Inventions and each Party hereby waives any right it may have under the laws of any jurisdiction to require such approval, joinder or accounting.

9.1.3 Disclosure. Each Party agrees to disclose to the other Party all [***] made by, on behalf of or under the authority of, such Party, as applicable, [***]. Any such disclosure shall be made [***]. To the extent XenoPort [***], XenoPort will notify Reckitt [***].

9.1.4 [***]

9.2 Prosecution and Maintenance; Post-Grant Review Proceedings.

9.2.1 Prosecution and Maintenance of XenoPort Patents.

(a) XenoPort shall control the Prosecution and Maintenance of the XenoPort Patents [***] but excluding any Joint Patents. Reckitt shall [***]. XenoPort shall bear the burden of its own costs for its Prosecution and Maintenance of the [***]. XenoPort shall: [***], XenoPort shall also update Reckitt on the overall status of the Prosecution and Maintenance of [***] In the event that the Parties have a disagreement relating to Prosecution and Maintenance of [***], either Party may refer that dispute for prompt resolution pursuant to the dispute resolution provisions set forth in Section 16.1 hereof. Notwithstanding the foregoing, if prior to the resolution of a dispute pursuant to Section 16.1 hereof, XenoPort, [***]

(b) If XenoPort determines not to file any Patent, or to abandon any Patent, [***], XenoPort shall provide Reckitt with written notice of such decision [***] In such event, Reckitt may assume control of the Prosecution and Maintenance of any such Patent [***]; provided that any such Prosecution and Maintenance by Reckitt shall be at Reckitt’s sole cost and expense [***]

9.2.2 Post-Grant Review Proceedings Involving XenoPort Patents. XenoPort shall have the right, at its own expense, to defend any Post-Grant Proceeding [***]. Reckitt shall have the right, at its own expense, to defend any Post-Grant Proceeding [***]. In the event that Reckitt declines to control the defense of such a Post-Grant Proceeding, Reckitt shall timely so advise XenoPort in writing [***] and XenoPort may, at its cost and expense, assume control of the defense of such Post-Grant Proceeding. [***]

9.2.3 Reckitt Patents. Reckitt shall control the Prosecution and Maintenance of [***], excluding any Joint Patents. Reckitt shall bear the burden of its own costs for its patent Prosecution and Maintenance for Reckitt Patents. Reckitt shall keep XenoPort reasonably

informed regarding the Prosecution and Maintenance of the Reckitt Patents. If Reckitt determines not to file any Patent, or to abandon any Patent [***], Reckitt shall provide XenoPort with written notice of such decision [***] In such event, XenoPort shall [***]. Reckitt shall have the right, at its own expense, to defend any Post-Grant Proceeding to the extent that such Post-Grant Proceeding involves a Reckitt Patent. In the event that Reckitt declines to control the defense of such a Post-Grant Proceeding, Reckitt shall [***] and XenoPort may, at its cost and expense, assume control of the defense of such Post-Grant Proceeding.

9.2.4 Cooperation. Each Party shall cooperate with the other Party in connection with all activities relating to the Prosecution and Maintenance and defense of Post-Grant Proceedings undertaken by such other Party pursuant to this Section 9.2, including: (a) making available in a timely manner any documents or information such other Party reasonably requests to facilitate such other Party’s Prosecution and Maintenance and defense of Post-Grant Proceedings of the applicable Patents pursuant to this Section 9.2; and (b) if and as appropriate, signing (or causing to have signed) all documents relating to the Prosecution and Maintenance and defense of Post-Grant Proceedings of any applicable Patents by such other Party. Each Party shall also promptly provide to the other Party all information reasonably requested by such other Party with regard to such Party’s activities pursuant to this Section 9.2. The Parties shall hold all information disclosed to it under this Section 9.2 as Confidential Information of the other Party.

9.3 Enforcement.

9.3.1 Notice. In the event that XenoPort or Reckitt becomes aware of a product that contains a Compound as an active pharmaceutical ingredient that may infringe any (a) XenoPort Patent, (b) [***], (c) Reckitt Patent, or (d) any Joint Patent (a “Potentially Infringing Product”), that Party shall promptly notify the other Party in writing.

9.3.2 Initiating Enforcement Actions. Reckitt shall have the first right, at its own expense, to bring an action to enforce any applicable [***] against a Potentially Infringing Product; provided that if the relevant [***] obtain XenoPort’s consent to enforce [***], which consent shall not be

unreasonably withheld. For clarity, Reckitt shall only have the right to enforce [***] against a Potentially Infringing Product with XenoPort's consent. XenoPort shall have the right, at its own expense, to participate in any such action by Reckitt against a Potentially Infringing Product with counsel of its own choice, subject to Reckitt's control of such action. If Reckitt does not initiate such an enforcement action [***], then XenoPort shall have the right, but not the obligation, to initiate infringement proceedings or take other appropriate action against a Potentially Infringing Product, at its own expense and under its sole control; provided however that in the situation where the Potentially Infringing Product is the subject of a paragraph IV certification under the Hatch Waxman statute, 21 U.S.C. § 355(b)(2)(A) or 355(j)(2)(A)(vii)(IV), or their successor provisions ("Paragraph IV Certification"), Reckitt shall notify XenoPort whether Reckitt elects to not initiate an infringement suit in response to such a Paragraph IV Certification [***] so that XenoPort may, but shall not be required to, initiate and exercise sole control over such an infringement action. The Party conducting such action under this Section 9.3.2 shall have full control over the conduct of such action, including settlement thereof; provided, however, that the Party conducting such action may not settle any such action, or make any admissions or assert any position in such action, in a manner that would materially adversely affect the rights or interests of the other Party (including by making any admission or assertion of any position that

would materially adversely affect the validity, enforceability or scope of any XenoPort Patent or [***]), without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. In any event, the Parties shall assist one another and cooperate in a timely manner in any such action at the other's reasonable request. For the avoidance of doubt, Reckitt shall not have any rights to enforce or otherwise assert any XenoPort Patent against any person or entity with respect to any activity other than the manufacture, use or sale of a Potentially Infringing Product.

9.3.3 Recovery. Reckitt and XenoPort shall [***], associated with any action against a Potentially Infringing Product undertaken pursuant to Section 9.3.2 above or any settlement thereof [***]

9.3.4 Cooperation. The Parties shall keep one another informed of the status of their respective activities regarding any litigation or settlement thereof concerning a Potentially Infringing Product and shall assist one another and cooperate in a timely manner in any such litigation and in pre-litigation activities at the other's reasonable request (including joining as a party plaintiff to the extent necessary and requested by the other Party).

9.4 Third Party Infringement Claims.

9.4.1 Notice, Control of Defense. If the production or use of any Compound or the production, sale or use any Product in the Territory pursuant to this Agreement results in a claim, suit or proceeding alleging patent infringement against XenoPort or Reckitt (or, to the extent applicable, their respective Affiliates or (Sub)licensees) (collectively, "Infringement Actions"), such Party shall promptly notify the other Party hereto in writing. The Party subject to such Infringement Action shall have the right to direct and control the defense thereof.; provided, however, that the other Party may participate in the defense and/or settlement thereof at its own expense with counsel of its choice. In any event, the Party that is subject to the Infringement Action agrees to keep the other Party hereto reasonably informed of all material developments in connection with any such Infringement Action.

9.4.2 Settlement of Infringement Actions Involving a Compound or a Product. The Party who is subject to any Infringement Action described in Section 9.4.1 above agrees not to settle such Infringement Action, or make any admissions or assert any position in such Infringement Action, in a manner that would adversely affect any (i) Compound or any Product, (ii) the ability to develop, make, have made, use, offer for sale, sale, import, export, market, distribute and/or promote any Compound or any Product in the Territory or (iii) any XenoPort Patent [***], in each case without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

9.5 Patent Marking. Reckitt [***] in accordance with [***] In addition, in those countries where a license must be recorded, on Reckitt's written request and at its expense (but not including the costs of any legal fees incurred by XenoPort), the Parties will cooperate in the preparation and execution of a form of license agreement appropriate for recordation purposes (on terms that are consistent with, and no broader or more onerous than, the terms of this Agreement) and Reckitt will arrange for the recordation of such license agreement with the appropriate governmental authority, promptly following execution of any such form of license.

9.6 Regulatory Data Protection. Subject to this Section 9.6, Reckitt will list, and/or cause to be listed, with the applicable Regulatory Authorities during the term of the Agreement all applicable Patents for any Product that is, or will be, commercialized in the Territory (including any Product that has become the subject of an NDA submitted to FDA), such listings to include all Patents required to be listed in the Orange Book under the Hatch-Waxman Act and all so called "Patent Register" listings as required in Canada. In connection with such listings, the Parties will meet to evaluate and identify all applicable XenoPort Patents and Reckitt Patents. Notwithstanding the foregoing, [***]. "Orange Book" means the Approved Drug Products with Therapeutic Equivalence Evaluation published by the FDA's Center for Drug Evaluation and Research, as updated and modified from time to time.

ARTICLE 10 TRADEMARKS

10.1 Display. Reckitt shall [***]; provided that all labeling, packaging materials and promotional materials shall display the phrase "Under license by XenoPort, Inc." in reasonable size and prominence consistent with the trademark usage guidelines ("Trademark Guidelines") described on Exhibit 10.1. XenoPort may update the Trademark Guidelines by delivering amended Trademark Guidelines to Reckitt. The trademarks of Reckitt, trade dress, style of packaging and the like with respect to each Product in the Territory may be determined by Reckitt in a manner that is consistent with Reckitt's standard trade dress and style.

10.2 Grant of License to XenoPort Trade Name. Subject to the terms and conditions of this Agreement, including the Trademark Guidelines, XenoPort hereby grants to Reckitt an exclusive license to use the XenoPort trade name in the Territory for the packaging, marketing, distribution, sale and/or promotion of the Products in accordance with Section 10.1 above. As between the Parties, XenoPort shall own all right, title and interest in and to the XenoPort trade name and all goodwill from the use of the XenoPort trade name under this Agreement shall vest in and inure to the benefit of XenoPort. To the extent Reckitt obtains any right, title or interest in or to the XenoPort trade name, Reckitt shall take all such steps as XenoPort may reasonably request to transfer to XenoPort all rights, registration, recordation and the like for such trade name. Reckitt shall not use, nor authorize the use of, the XenoPort trade

name except as expressly permitted in this Agreement and described in the Trademark Guidelines, nor take any action that would materially adversely affect the value of XenoPort's trade name.

10.3 **Brand Name Marks.** Reckitt shall have the exclusive right to determine the brand name under which the Product will be sold in the Territories, and shall have the sole right to create and select the trademark and any accompanying logos for the brand name (the "Brand Name Marks"), to file for and obtain registrations for the Brand Name Marks, and to own all right, title and interest in and to the Brand Name Marks during the term in the Territory, provided that the Brand Name Marks shall not be confusingly similar to the XenoPort trade name or logos.

10.4 **[***]Packaging and Promotional Materials.** To the extent necessary [***] with respect to any such promotional materials, packaging or Product that have been developed during such calendar year and [***], in each case, [***] the Trademark Guidelines [***], such confirmation will be deemed to have been received.

10.5 **Termination of Trademark License.** Reckitt's right to use the XenoPort trade name in the Territory shall terminate with the termination of this Agreement; provided that Reckitt's right to use the XenoPort trade name shall continue to the extent necessary for Reckitt to fulfill its obligations after termination of this Agreement set forth in Section 13.2.

ARTICLE 11 CONFIDENTIALITY

11.1 **Confidential Information.** Except as expressly provided in this Agreement, the Parties agree that the receiving Party shall not publish or otherwise disclose and shall not use for any purpose any information furnished to it by the other Party hereto pursuant to this Agreement (collectively, "**Confidential Information**"). For clarity, all information and Data shared by Reckitt with the JOC or XenoPort shall be deemed Confidential Information of Reckitt. Notwithstanding the foregoing, Confidential Information shall not include information that, in each case as demonstrated by written documentation:

- (a) was already known to the receiving Party, other than under an obligation of confidentiality, at the time of disclosure or, as shown by written documentation, was developed by the receiving Party prior to its disclosure by the disclosing Party;
- (b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving Party;
- (c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving Party in breach of this Agreement;
- (d) was subsequently lawfully disclosed to the receiving Party by a person other than the disclosing Party, and who did not directly or indirectly receive such information from disclosing Party; or
- (e) is developed by the receiving Party without use of, or reference to, any information or materials disclosed by the disclosing Party.

11.2 **Permitted Disclosures.** Notwithstanding the provisions of Section 11.1 above and subject to Sections 11.3 and 11.4 below, each Party hereto may use and disclose the other Party's Confidential Information to its Affiliates, (Sub)licensees, contractors and any other Third Parties to the extent such use and/or disclosure is reasonably necessary to exercise the rights granted to it, or reserved by it, under this Agreement, in prosecuting or defending litigation, complying with applicable governmental laws or regulations, submitting information to tax or other governmental authorities or conducting clinical trials as permitted hereunder with respect to any Compound or any Product. If a Party is required by law or regulations to make any such disclosure of the other Party's Confidential Information, to the extent it may legally do so, it will give reasonable advance notice to the other Party of such disclosure and, save to the extent inappropriate in the case of patent applications or otherwise, will use its good faith efforts to secure confidential treatment of such Confidential Information prior to its disclosure (whether through protective orders or otherwise). For any other disclosures of the other Party's Confidential Information, including to Affiliates, (Sub)licensees, contractors and other Third

Parties, a Party shall ensure that the recipient thereof is bound by a written confidentiality agreement as materially protective of such other Party and its Confidential Information as this Article 11.

11.3 **Confidential Terms.** Each Party agrees not to disclose to any Third Party [***], except each Party may disclose [***]. Notwithstanding the foregoing, [***].

11.4 **Publication of Product Information.** [***], Reckitt shall [***] (unless Reckitt [***], ("**Publishing Party**") [***]). The Publishing Party shall [***] provided by XenoPort [***]. In addition, the Publishing Party shall, at the request of XenoPort, remove any Confidential Information of XenoPort from such publication, presentation or submission [***], except the Publishing Party shall have the right to publicly disclose any information, including Confidential Information, pertaining to safety or efficacy of any Compound and/or any Product that such party believes in good faith it is legally obligated or ethically bound to disclose. The contribution of each Party shall be noted in all publications or presentations by acknowledgment or co-authorship, whichever is appropriate.

11.5 **General Publicity.** The Parties acknowledge the importance of supporting each other's efforts to publicly disclose results and significant developments regarding Compounds and Products and other activities in connection with this Agreement, beyond what is required by applicable laws such as SEC disclosure rules and the like, and each Party may make such non-mandated disclosures from time to time [***]. When a Party (the "**Requesting Party**") elects to make any such public disclosure under this Section 11.5, it will give the other Party (the "**Cooperating Party**") [***] such statement, it being understood that if the Cooperating Party does not notify the Requesting Party in writing [***], as contemplated in this Section 11.5, such disclosure shall be deemed approved; and in any event, the Cooperating Party shall [***]. The principles to be observed in such disclosures shall be accuracy, compliance with

applicable law and regulatory guidance documents, reasonable sensitivity to potential negative reactions of the FDA (and its foreign counterparts) and the need to keep investors informed regarding the Requesting Party's business. Accordingly, the Cooperating Party shall not withhold its approval of a proposed disclosure that complies with such principles.

11.6 **Prior Non-Disclosure Agreements.** Upon execution of this Agreement, the terms of this Article 11 shall supersede the Parties' obligations under that certain Confidentiality Agreement between XenoPort and Reckitt dated March 12, 2013 (as amended) ("**Prior NDA**") solely with respect to non-use and non-disclosure of any information relating to Compounds or Products or either Party's activities (actual or proposed) relating to Compounds or Products (but not, for clarity, to the extent the Prior NDA includes non-use and non-disclosure obligations with respect to any other information disclosed by one Party to the other (or any of its Affiliates) under the Prior NDA, including any information relating to any compound or product of XenoPort other than Compounds and/or Products disclosed by XenoPort to Reckitt or any of its Affiliates under the Prior NDA). Any information disclosed under such prior agreements shall be deemed disclosed under this Agreement.

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ARTICLE 12 TERM AND TERMINATION

12.1 **Term.** This Agreement shall commence on the Execution Date and, unless terminated earlier as provided in this Article 12, shall continue in full force and effect on a Product-by-Product basis until Reckitt has no remaining payment obligations with respect to such Product. Upon expiration (but not an earlier termination) of this Agreement in the Territory with respect to a Product, Reckitt shall [***] with respect to such Product (and the Compound contained in such Product), except such [***] throughout the Territory.

12.2 **Breach.** Either Party to this Agreement may terminate this Agreement in the event the other Party shall have materially breached or defaulted in the performance of any of its material obligations hereunder, and such default shall have continued for [***] after written notice thereof was provided to the breaching Party by the non-breaching Party. Any such termination shall become effective at the end of [***] period unless the breaching Party has (a) cured any such breach or default or (b) delivered to the other Party a reasonable plan to cure such breach or default, prior to [***]. In the event that a plan is delivered pursuant to subpart (b) in the foregoing sentence, the cure period shall be extended for [***]. If, as of the end of such [***], such breach or default has not been cured, such termination shall become effective.

12.3 **Termination For Convenience.** Reckitt may terminate this Agreement in its entirety for any reason upon one hundred twenty (120) days' prior written notice to XenoPort. If at any time commencing fifteen (15) months after the Transfer Date [***], XenoPort may terminate this Agreement on written notice to Reckitt, except that XenoPort shall not have the right to so terminate this Agreement to the extent [***]

12.4 **Termination for Patent Challenge.** XenoPort shall have the right to terminate this Agreement upon notice to Reckitt in the event that Reckitt, any Affiliate of Reckitt, or any Sublicensee, or any Third Party assigned or designated by Reckitt or any of its Affiliates or Sublicensees, [***] in connection with a challenge to the validity, enforceability, scope, inventorship or ownership of any of the XenoPort Patents in any court or tribunal or before the United States Patent and Trademark Office or, any other patent office or in any arbitration proceeding, including in connection with an opposition proceeding or re-examination, unless such challenge is withdrawn [***].

ARTICLE 13 EFFECT OF TERMINATION

13.1 **Accrued Obligations.** The expiration or termination of this Agreement for any reason shall not release either Party from any liability that, at the time of such expiration or termination, has already accrued to the other Party or that is attributable to a period prior to such expiration or termination, nor will any termination of this Agreement preclude either Party from pursuing all rights and remedies it may have under this Agreement, or at law or in equity, with respect to any breach of this Agreement.

13.2 **Rights on Termination.** This Section 13.2 shall apply upon any termination of this Agreement in its entirety, excluding only a termination of this Agreement by Reckitt pursuant to Section 12.2 above for XenoPort's uncured material breach.

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13.2.1 **Wind-down Period.**

(a) **Development.** In the event there are any ongoing clinical trials of any Product in the Territory and/or any ongoing pre-clinical studies and/or formulation studies (e.g., stability studies) of any Product in the Territory, following the date a notice of termination has been issued by XenoPort or Reckitt, as applicable, the Parties agree that, [***]

(b) **Commercialization.** To avoid a disruption in the availability of Products to patients, if this Agreement is terminated after the first commercial sale of any Product in the Territory, Reckitt shall continue to distribute in the Territory all Products for which Marketing Approval has been obtained, in accordance with the terms and conditions of this Agreement, [***] Without limiting the foregoing, XenoPort shall have the right to engage one or more other distributor(s) and/or licensee(s) in the Territory. Any Products sold or disposed by or under the authority of Reckitt in the Territory during [***] shall be subject to the terms and conditions of this Agreement as described in Section 13.3, including without limitation, the applicable royalty payment obligations under Section 6.3 above. Reckitt shall, [***]

13.2.2 **Assignment of Regulatory Filings and Marketing Approvals; Provision of Know-How.** At XenoPort's [***], Reckitt shall transfer to XenoPort or its designee [***] all regulatory filings and registrations (including INDs, MAAs and Marketing Approvals) for Products in the Territory, as well as any global safety database for Products developed by or under the authority of Reckitt. In each case, unless otherwise required by any applicable law or regulation, the foregoing transfer (or availability) shall be made [***]. In addition, Reckitt shall [***] provide to XenoPort [***] all Data and other Reckitt Know-How pertaining to all Compounds and Products in the Territory (or any portion thereof), or otherwise relied upon by Reckitt in association with any IND, MAA or other approval for any Product in the Territory [***], and XenoPort shall have the right to use (and authorize the use of), and to disclose, all such Data and other Reckitt Know-How following termination of this Agreement.

13.2.3 Remaining Inventory; Supply. [***], Reckitt shall notify XenoPort of any quantity of any Compound, any Product and/or any starting materials for the manufacture of any Compound and/or any Product remaining in its and/or its Affiliates' inventory and XenoPort shall [***] and further to have any quantities of such Compound, Products and/or starting materials, as applicable transferred to XenoPort (or its designee) [***]; provided, however, that if, [***] In addition, [***], Reckitt shall [***] transition to XenoPort, [***] supply of any Compound and/or any Product and/or any starting materials for the manufacture of any Compound and/or any Product, [***]. In any event, Reckitt shall continue to provide to (or procure for) XenoPort Compound and/or Product [***]; provided that XenoPort shall [***] such alternative source as soon as practicable. With the exception of any existing inventory transferred to XenoPort (or its designee) as described above, [***] in connection with any such termination of this Agreement. Without limiting the foregoing provisions of this Section 13.2.3 or Section 13.2.2 above, [***], Reckitt shall, [***], transition to XenoPort or [***] all technology, methods, specifications and other Know-How necessary for the manufacture of such Compound and/or Product. Further, [***], Reckitt shall [***] to allow XenoPort [***] to implement the manufacture of such Compound and/or Product [***].

13.2.4 Transition. Without limiting the foregoing, Reckitt shall [***] transition of all activities relating to the development, manufacture, sale and ongoing marketing, promotion

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and commercialization of Compound and Products in the Territory. [***], Reckitt shall have [***]; and such [***] shall automatically terminate [***].

13.2.5 Assignment of Brand Name Marks. If as of the effective date of termination of this Agreement, an MAA for a Product has been submitted to a Regulatory Authority in one or more jurisdictions, Reckitt shall assign, or cause to be assigned, to XenoPort or its designee all right, title and interest in and to the Brand Name Marks, together with all registrations or applications for registration of such trademarks, in any such jurisdiction. In each case, [***], the foregoing assignment shall be made [***]. XenoPort hereby grants to Reckitt [***]. Such [***] shall become effective [***] and shall automatically terminate [***]. In any event, Reckitt shall [***]

13.2.6 Licenses. Reckitt hereby agrees to grant, and hereby grants, to XenoPort an exclusive, worldwide, royalty-free license, with the right to grant and authorize sublicenses, to any Reckitt Know-Flow (including Data), [***] and/or any other Patents owned or Controlled by Reckitt or its Affiliates necessary or utilized during the term of the Agreement in connection with the development, manufacture or commercialization of any Compound and/or Product for the purposes of making, having made, using, developing, importing, selling, distributing, marketing, promoting and otherwise commercializing any Compound and/or any Product in the Territory; [***]

13.2.7 Return of Materials. [***] Reckitt shall either return to XenoPort or destroy, [***]. In addition, [***]. For the avoidance of doubt, [***], Reckitt, its Affiliates and/or its Sublicensees shall not [***]; provided that the foregoing shall not [***]

13.2.8 Sublicensees; Other Third Party Agreements. To the extent [***], Reckitt shall assign [***] to XenoPort [***] any contracts with Sublicensees of any Product in the Territory engaged by Reckitt [***] as well as any other contract with a Third Party relating to the development and/or commercialization of a Compound and/or Product. In the event [***] Reckitt shall [***] transition all Compounds and all Products back to XenoPort [***] and Reckitt shall [***] ensure [***] will comply with this Agreement[***].

13.3 Survival. Upon the expiration or termination of this Agreement, all rights and obligations of the Parties under this Agreement shall terminate except those described in the following Articles and Sections: [***] Further, to the extent any Product is distributed or sold by or under the authority of Reckitt pursuant to Section 13.2.1 following any termination of this Agreement to which Section 13.2 applies, the following shall survive: [***]. In addition, [***].

ARTICLE 14 REPRESENTATIONS AND WARRANTIES

14.1 General Representations. Each Party represents and warrants to the other as of the Execution Date as follows:

14.1.1 Duly Organized. Such Party is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and is qualified to do business and is in good standing as a foreign corporation in each jurisdiction in which the conduct of its business or the ownership of its properties requires such qualification

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and failure to have such would prevent such Party from performing its obligations under this Agreement.

14.1.2 Due Execution: Binding Agreement. This Agreement is a legal and valid obligation binding upon such Party and enforceable in accordance with its terms. The execution, delivery and performance of this Agreement by such Party have been duly authorized by all necessary corporate action and do not and will not: (a) require any consent or approval of its stockholders; (b) to such Party's knowledge, violate any law, rule, regulation, order, writ, judgment, decree, determination or award of any court, governmental body or administrative or other agency having jurisdiction over such Party; nor (c) conflict with, or constitute a default under, any agreement, instrument or understanding, oral or written, to which such Party is a party or by which it is bound.

14.2 Representations and Warranties of XenoPort. XenoPort represents and warrants to Reckitt that, as of the Execution Date:

14.2.1 it has the full right and authority to grant to Reckitt the rights and licenses as provided herein;

14.2.2 it has not previously granted any right, license or interest in or to the XenoPort Patents, or any portion thereof, that is in conflict with the rights or licenses granted to Reckitt under this Agreement;

14.2.3 to XenoPort's knowledge: XenoPort is the sole owner of all XenoPort Patents listed on Exhibit 1.42 (the "Listed Patents"), all of which have been duly and properly assigned to XenoPort; [***] and with respect to any United States Patents within the Listed Patents, XenoPort has complied with 37 C.F.R. 1.56 during the prosecution theretofore, and the Listed Patents have not been abandoned or disclaimed and none of the issued or granted XenoPort Patents within the Listed Patents have been found invalid by any administrative tribunal or court in the Territory, [***]

14.2.4 to its knowledge, there are no actual, pending, alleged or threatened actions, suits, claims, interference or governmental investigations in the Territory involving a Compound, the XenoPort Patents or the XenoPort Know-How by or against XenoPort or any of its Affiliates. In particular, to its knowledge, there is no pending or threatened product liability action nor intellectual property right litigation, including any post-grant review or opposition or other administrative patent office proceeding requested or pending, in the Territory in relation to a Compound;

14.2.5 subject to Article 17, all necessary consents, approvals and authorizations of all Regulatory Authorities, other governmental authorities and other persons or entities required to be obtained by XenoPort in order to enter into this Agreement have been obtained; and

14.2.6 to its knowledge, no Third Party is making, using, or selling [***] which would arise to actual, pending, alleged or threatened infringement by such Third Party of any of the XenoPort Patents or misappropriation by such Third Party of the XenoPort Know-How in the Territory; and

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14.2.7 the conveyance of the Existing Inventory, pursuant to Section 4.4.2 above, is free and clear of any encumbrances.

14.3 Representations and Warranties of Reckitt. Reckitt represents and warrants to XenoPort that, as of the Execution Date:

14.3.1 it has the full right and authority to grant to XenoPort the rights granted herein;

14.3.2 subject to Article 17, all necessary consents, approvals and authorizations of all Regulatory Authorities, other governmental authorities and other persons or entities required to be obtained by Reckitt in order to enter into this Agreement have been obtained; and

14.3.3 except for any government review or actions related to, or arising from, filings required under the Hart-Scott-Rodino Act, there are no actual or pending, or, to the knowledge of Reckitt or any of its Affiliates, alleged or threatened actions, suits, claims, interference or governmental investigations against Reckitt or any of its Affiliates, which would prevent the consummation of this Agreement or Reckitt's or any of its Affiliate's ability to perform under this Agreement.

14.4 DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR VALIDITY OF ANY PATENTS ISSUED OR PENDING.

14.5 LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, WHETHER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, DAMAGE TO GOODWILL OR LOSS OF BUSINESS) EXCEPT IN THE CASE OF (A) BREACH OF ARTICLE 2 BY XENOPORT, (B) BREACH OF ARTICLE 8 BY RECKITT, (C) BREACH OF ARTICLE 11 BY A PARTY, OR (D) SUCH DAMAGES OWED TO THIRD PARTIES PURSUANT TO ARTICLE 15.

ARTICLE 15 INDEMNIFICATION

15.1 Indemnification of XenoPort. Reckitt shall indemnify and hold harmless each of XenoPort and its Affiliates and their respective directors, officers and employees and the respective successors and assigns of any of the foregoing (the "XenoPort Indemnitees"), from and against any and all liabilities, damages, penalties, fines, costs and expenses (including reasonable attorneys' fees and other expenses of litigation) ("Liabilities") from any claims, actions, suits, investigations or proceedings brought by a Third Party (including any regulatory or governmental authority) (a "Third Party Claim") incurred by any XenoPort Indemnitee,

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arising from, or occurring as a result of: (a) the manufacture, use, marketing, distribution, sale, importation or promotion of any Compound and/or any Product by or under the authority of Reckitt, its Affiliates or Sublicensees in the Territory after the Effective Date (including the use, distribution, sale or importation of any Existing Inventory by or under the authority of Reckitt, its Affiliate or Sublicensees after the Effective Date); (b) any material breach of any of the representations, warranties or covenants given by Reckitt in Article 14 above; or (c) failure, or alleged failure, of Reckitt, its Affiliates or Sublicensees to comply with applicable laws, rules or regulations; except to the extent such Third Party Claim falls within the scope of XenoPort's indemnification obligations set forth in Section 15.2 below or results from the fault of a XenoPort Indemnitee.

15.2 Indemnification of Reckitt. XenoPort shall indemnify and hold harmless each of Reckitt, its Affiliates and Sublicensees and their respective directors, officers and employees and the respective successors and assigns of any of the foregoing (the "Reckitt Indemnitees"), from and against any and all Liabilities from any Third Party Claims incurred by any Reckitt Indemnitee, arising from, or occurring as a result of: (a) any material breach of any of the representations, warranties or covenants given by XenoPort in Article 14 above; or (b) the manufacture, use, marketing, distribution, sale, importation or promotion of any Compound and/or any Product by or under the authority of XenoPort or its Affiliates in the Territory prior to the Effective Date, other than any Third Party Claims arising from, or occurring as a result of, the manufacture of the Existing Inventory prior to the Effective Date or the use, distribution, sale or importation of any Existing Inventory by or under the authority of Reckitt, its Affiliates or Sublicensees following the Effective Date; or (c) failure, or alleged failure, of XenoPort or its Controlled Affiliates to comply with applicable laws, rules or regulations; except to the extent any such Third Party Claim falls within the scope of Reckitt's indemnification obligations set forth in Section 15.1 above, or results from the fault of a Reckitt Indemnitee.

15.3 **Procedure.** A Party that intends to claim indemnification under this Article 15 (the “Indemnatee”) shall promptly notify the other Party (the “Indemnitor”) in writing of any Third Party Claim, in respect of which the Indemnatee intends to claim such indemnification, and the Indemnitor shall have sole control of the defense and/or settlement thereof. The indemnity arrangement in this Article 15 shall not apply to amounts paid in settlement of any action with respect to a Third Party Claim if such settlement is effected without the consent of the Indemnitor, which consent shall not be withheld or delayed unreasonably. The failure to deliver written notice to the Indemnitor within a reasonable time after the commencement of any action with respect to a Third Party Claim, if prejudicial to its ability to defend such action, shall relieve such Indemnitor of any liability to the Indemnatee under this Article 15, but the omission to so deliver written notice to the Indemnitor shall not relieve the Indemnitor of any liability that it may have to any Indemnatee otherwise than under this Article 15. The Indemnatee under this Article 15 shall cooperate fully with the Indemnitor and its legal representatives in the investigation of any action with respect to a Third Party Claim covered by this indemnification..

15.4 **Insurance.** Reckitt shall[***], comprehensive general liability insurance, including products liability insurance and coverage for clinical trials, [***] consistent with [***] activities and indemnification obligations under this Agreement, [***]. Reckitt shall [***]

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ARTICLE 16 DISPUTE RESOLUTION

16.1 **Senior Executives.** In the event that there is a dispute, controversy, or claim between the Parties arising out of or relating to this Agreement, or its interpretation, performance, or any breach of any obligations hereunder (each, a “Dispute”), the Dispute shall first be presented to the Chief Executive Officer of each Party, or their respective designees (“Senior Executives”) for attempted resolution. The Senior Executives will meet in-person and use good faith efforts to resolve any such dispute [***], and if such dispute is not resolved [***] after commencing such in-person negotiations, or if either Party reasonable believes that resolution of such Dispute will not be reached within such time period, then either Party may initiate legal proceedings with respect thereto.

16.2 **Interim Relief.** Notwithstanding anything in this Article 16 to the contrary, XenoPort and Reckitt shall each have the right to apply to any court of competent jurisdiction for appropriate interim or provisional relief, as necessary to protect the rights or property of that Party.

16.3 **Exclusive Jurisdiction.** Each of the Parties; (a) irrevocably consents to the exclusive jurisdiction and venue in the Delaware Court of Chancery within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any court of the United States located in the State of Delaware, or, if any such court of the United States located in the State of Delaware declines to accept jurisdiction over a particular matter, any state court located in the State of Delaware); and (b) agrees that process shall be served upon such Party in the manner set forth in Section 18.7, and that service in such manner shall constitute valid and sufficient service of process. Each Party waives and covenants not to assert or plead any objection that such Party might otherwise have to such jurisdiction, venue, and process. Each Party hereby agrees not to commence any legal proceedings relating to or arising out of this Agreement or the transactions contemplated hereby in any jurisdiction or courts other than as provided in this Section 16.3. Notwithstanding the foregoing, a Party will be entitled to seek enforcement of a judgment entered pursuant to this Section 16.3 in any court having competent jurisdiction thereof where enforcement is deemed necessary.

ARTICLE 17 HART-SCOTT-RODINO

17.1 **Hart-Scott-Rodino Act Compliance.** Notwithstanding anything to the contrary in this Agreement, this Agreement shall be binding upon the Parties as of the Execution Date; however, the provisions of Articles 2-10 shall not take effect until the HSR Clearance Date. As used herein, the “HSR Clearance Date” shall mean such time as: (a) the Parties shall have complied with all applicable requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the “Hart-Scott-Rodino Act”); (b) the waiting period under the Hart-Scott-Rodino Act shall have expired or been early terminated; (c) no judicial or administrative proceeding opposing consummation of all or any part of this Agreement shall be pending; (d) no injunction (whether temporary, preliminary or permanent) prohibiting consummation of the transactions contemplated by this Agreement or any material portion hereof shall be in effect; and (e) no requirements or conditions shall have been formally requested or imposed by the DOS

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or FTC in connection therewith that are not reasonably and mutually satisfactory to the Parties (collectively, the “HSR Conditions”). In the event that the HSR Conditions are not met [***], then either Party may terminate this Agreement upon notice, in which case, notwithstanding any provisions that are stated to survive under Section 13.3 above, all provisions of this Agreement shall terminate and be of no force or effect whatsoever, except only that any liability of either Party for failing to comply this Article 17 shall survive.

17.2 **HSR Filing.** Both Parties shall promptly file following execution of this Agreement their respective pre-merger notification and report forms with the Federal Trade Commission (“FTC”) and the Department of Justice (“DOJ”) pursuant to the Hart-Scott-Rodino Act, which forms shall specifically request early termination of the initial Hart-Scott-Rodino Act waiting period. Reckitt shall pay the filing fee.

17.3 **Cooperation.**

17.3.1 The Parties shall use their commercially reasonable efforts to obtain promptly clearance required under the Hart-Scott-Rodino Act for the consummation of this Agreement and the transactions contemplated herein and shall keep each other apprised of the status of any communications with, and any inquiries or requests for additional information from, the FTC and the DOJ and shall comply promptly with any such inquiry or request; provided, however, that neither Party shall be required to consent to the divestiture or other disposition of any of its or its Affiliates’ assets or to consent to any other structural or conduct remedy, and each Party and its Affiliates shall have no obligation to contest, administratively or in court, any ruling, order or other action of the FTC or DOJ or any third party respecting the transactions contemplated by this Agreement.

17.3.2 The Parties hereto commit to instruct their respective counsel to cooperate with each other and use commercially reasonable efforts to facilitate and expedite the identification and resolution of any such issues and, consequently, the expiration of the applicable Hart-Scott-Rodino Act

waiting period. In the context of this Section 17.3, [***]

ARTICLE 18 MISCELLANEOUS

18.1 Force Majeure. If the performance of any part of this Agreement (except for any payment obligation under this Agreement) by either Party is prevented, restricted, interfered with or delayed by reason of force majeure (including fire, earthquake, flood, embargo, power shortage or failure, acts of war or terrorism, insurrection, riot, lockout or other labor disturbance, governmental acts or orders or restrictions, or acts of God), the Party so affected shall, upon giving written notice to the other Party, be excused from such performance to the extent of such prevention, restriction, interference or delay; provided that the affected Party shall use its reasonable efforts to avoid or remove such causes of non-performance and shall continue performance with the utmost dispatch whenever such causes are removed.

18.2 Governing Law, Venue. This Agreement and all questions regarding its validity or interpretation, or the breach or performance of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without reference to conflicts of

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laws principles. The Parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and are strictly excluded.

18.3 Waiver of Breach. Except as otherwise expressly provided in this Agreement, any term of this Agreement may be waived only by a written instrument executed by a duly authorized representative of the Party waiving compliance. The delay or failure of either Party at any time to require performance of any provision of 'this Agreement shall in no manner affect such Party's rights at a later time to enforce the same. No waiver by either Party of any condition or term in any one or more instances shall be construed as a further or continuing waiver of such condition Or term or of any other condition or term.

18.4 Modification. No amendment or modification of any provision of this Agreement shall be effective unless in writing signed by a duly authorized representative of each Party. No provision of this Agreement shall be varied, contradicted or explained by any oral agreement, course of dealing or performance or any other matter not set forth in an agreement in writing and signed by a duly authorized representative of each Party.

18.5 Severability. In the event any provision of this Agreement should be held invalid, illegal or unenforceable in any jurisdiction in the Territory, the Parties shall negotiate in good faith a valid, legal and enforceable substitute provision that most nearly reflects the original intent of the Parties and all other provisions hereof shall remain in full force and effect in such jurisdiction. Such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction in the Territory. In the event a Party seeks to avoid a provision of this Agreement by asserting that such provision is invalid, illegal or otherwise unenforceable, the other Party shall have the right to terminate this Agreement [***], unless such assertion is eliminated and the effect of such assertion is cured within [***]. Any termination in accordance with the foregoing sentence shall be deemed an election by Reckitt to terminate pursuant to Section 12.3 if XenoPort exercises its right to terminate under this Section 18.5, and a termination for the breach of XenoPort pursuant to Section 12.2 if Reckitt exercises its right to terminate under this Section 18.5.

18.6 Entire Agreement. This Agreement (including the Exhibits attached hereto), constitutes the entire agreement between the Parties relating to its subject matter, and supersedes all prior or contemporaneous agreements, understandings or representations, either written or oral, between XenoPort and Reckitt with respect to such subject matter, including the Prior NDA to the extent provided in Section 11.6.

18.7 Notices. Unless otherwise agreed by the Parties or specified in this Agreement, all communications between the Parties relating to, and all written documentation to be prepared and provided under, this Agreement shall be in the English language. Any notice required or permitted under this Agreement shall be in writing in the English language: (a) delivered personally; (b) sent by registered or certified mail (return receipt requested and postage prepaid); (c) sent by express courier service providing evidence of receipt, postage pre-paid where applicable; or (d) sent by facsimile (complete transmission confirmed and a copy promptly sent by another permissible method of providing notice described in paragraphs (a), (b) or (c) above),

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to the following addresses of the Parties or such other address for a Party as may be specified by like notice:

To XenoPort:

XenoPort, Inc.
3410 Central Expressway
Santa Clara, California 95051,
Attention: Secretary
Phone: (408) 616-7200
Facsimile: (408) 616-7211

With a copy to:

Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, California 94304-1050
Attention: Kenneth A. Clark
Miranda Biven
Telephone: (650)493-9300
Facsimile: (650) 493-6811

To Reckitt:

Reckitt Benckiser Pharmaceuticals Inc.
10710 Midlothian Turnpike, Suite 430
Richmond, VA 23235
[***]
Phone: [***]
Facsimile: [***]

With a copy to:

[***]
Attention: [***]
Telephone: [***]
Facsimile: [***]

Any notice required or permitted to be given concerning this Agreement shall be effective [***], or [***], whichever is earlier.

18.8 Assignment. This Agreement shall not be assignable by either Party to any Third Party without the written consent of the other Party hereto; except either Party may assign this Agreement without the other Party's consent to an entity that acquires substantially all of the business or assets of the assigning Party, whether by merger, acquisition or otherwise, provided that the entity to whom this Agreement is assigned assumes this Agreement in writing or by operation of law and the non-assigning Party receives prompt written notice thereof. In addition, either Party shall have the right to assign this Agreement to an Affiliate upon written notice to the non-assigning Party; provided that the assigning Party guarantees the performance of this Agreement by such Affiliate; and further provided that if the non-assigning Party reasonably believes such assignment could result in material adverse tax consequences to the non-assigning Party, such assignment shall not be made without the non-assigning Party's consent. For clarity, the Parties agree that, for purposes of this Section 18.8, neither a name change by a Party nor the change in ownership of the parent entity of either Party, shall be considered an assignment; however, in either event, the affected Party shall deliver written notice to the other Party [***]. Subject to the foregoing, this Agreement shall inure to the benefit of each Party, its successors and permitted assigns. Any assignment of this Agreement in contravention of this Section 18.8 shall be null and void.

18.9 Independent Contractors. Nothing contained in this Agreement is intended, or shall be deemed or construed, to establish a joint venture or partnership between XenoPort or Reckitt. No Party to this Agreement shall have any express or implied right or authority to

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assume or create any obligations on behalf of, or in the name of, the other Party, or to bind the other Party to any contract, agreement or undertaking with any Third Party.

18.10 Interpretation. The captions to the several Articles and Sections of this Agreement are not a part of this Agreement, but are included for convenience of reference and shall not affect its meaning or interpretation. In this Agreement: (a) the word "including" shall be deemed to be followed by the phrase "without limitation" or like expression; (b) the singular shall include the plural and vice versa; (c) masculine, feminine and neuter pronouns and expressions shall be interchangeable; (d) the word "will" shall be construed as having the same meaning and effect as the word "shall"; (e) the word "notice" shall require notice in writing (whether or not specifically stated) and shall include notices, consents, approvals and other written communications contemplated under this Agreement; and (f) provision of information, documents or material to the JOC shall mean provision of such information, documents or material to each Parties' representatives to the JOC and, unless timing is otherwise specified, shall occur reasonably in advance of the next scheduled JOC meeting. Each accounting term used herein that is not specifically defined herein shall have the meaning given to it under GAAP, or other generally accepted cost accounting principles in the United States, but only to the extent consistent with its usage and the other definitions in this Agreement.

18.11 Export Laws. Notwithstanding anything to the contrary contained herein, all obligations of XenoPort and Reckitt are subject to prior compliance with the export regulations of the United States, the European Union or any other relevant country and such other laws and regulations in effect in the United States, the European Union or any other relevant country as may be applicable, and to obtaining all necessary approvals required by the applicable agencies of the governments of the United States, the countries within the European Union and any other relevant countries. XenoPort and Reckitt shall cooperate with each other and shall provide assistance to the other as reasonably necessary to obtain any required approvals.

18.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures to this Agreement delivered by facsimile or similar electronic transmission (e.g., portable document format (PDF)) will be deemed binding as originals.

[Remainder of page intentionally left blank; signature page follows]

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IN WITNESS WHEREOF, the Parties hereto have caused this License Agreement to be duly executed as of the date first above written.

XENOPORT, INC.

RECKITT BENCKISER PHARMACEUTICALS INC.

By: /s/ Ronald W. Barrett
Name: Ronald W. Barrett
Title: CEO

By: /s/ Javier Rodriguez
Name: Javier Rodriguez
Title: VP, General Counsel

**APPROVED
LEGAL DEPT.**

14 May 2014

EXHIBIT 1.6A

XP19986

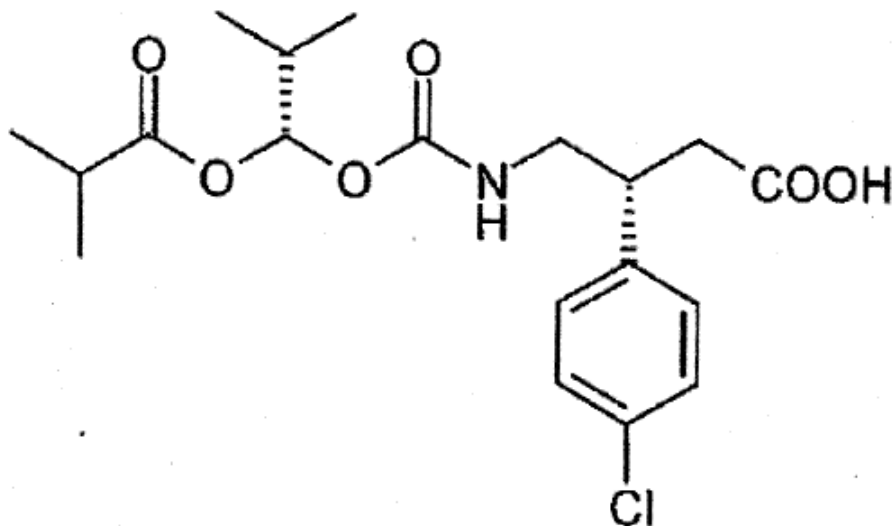


EXHIBIT 1.6B

[***]

EXHIBIT 1.11

Existing Inventory

[***]

EXHIBIT 1.42

XenoPort Patents

[***]

EXHIBIT 1.42.1

[***]

EXHIBIT 1.42.2

[***]

EXHIBIT 1.42.3

[***]

EXHIBIT 10.1

Trademark Guidelines

XENOPORT® is a registered trademark of XenoPort, Inc. The XENOPORT trademark is registered in the US, Switzerland and in the European Union. The countries in the European Union are: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech, Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom. There is also a XENOPORT trademark application pending in India.

Use of the XENOPORT® trademark by Reckitt should be attributed to XenoPort, Inc. An example of the correct format would be, “XENOPORT® is a registered trademark of XenoPort, Inc.” or XENOPORT is a trademark of XenoPort, Inc.

While use of the trademark is not limited to any particular type font or color, acceptable type fonts include Ariel and Times New Roman; and preferred type font colors include black and dark blue. Type font size is not limited, but is preferable large enough to comfortably read without magnification (e.g., font size 8 or larger). The trademark can be used with either (i) all capital letters (XENOPORT®), (ii) with only the X and P capitalized and the other letters remaining lower case (XenoPort®) or (iii) with only the X being capitalized and the other letters remaining lower case (Xenoport®), the first of these three options being preferred.

The trademark should be used with either a superscript TM or ® symbol. The ® symbol should be used in those jurisdictions where the trademark is registered (US and the Europe Union) and the TM symbol should be used elsewhere.

The trademark should be used as an adjective, not as a noun. For example, the [name] product uses XENOPORT® engineered prodrug technology.

Care should be taken to distinguish use of the XenoPort company name from the XENOPORT® trademark. For example XENOPORT® is a registered trademark of XenoPort, Inc. The superscript TM and/or symbols should not be used directly with the company name. For example, the [name] product uses technology licensed from XenoPort®, Inc. would be incorrect usage.

All use by Reckitt of the XENOPORT trademark shall enure to the benefit of XenoPort, Inc.

EXHIBIT 11.3

Press Release

(See attached)



FOR IMMEDIATE RELEASE

Reckitt Benckiser Pharmaceuticals and XenoPort Enter Into Global Licensing Agreement for Arbaclofen Placarbil

Reckitt Benckiser Pharmaceuticals Plans to Initiate Phase II Trial of Novel Product Candidate as Potential Treatment for Alcohol Use Disorders

RICHMOND, Va. and SANTA CLARA, Calif. (May 15, 2014) — Reckitt Benckiser Pharmaceuticals Inc. and XenoPort, Inc. (NASDAQ: XNPT) announced today that they have entered into a license agreement pursuant to which Reckitt Benckiser Pharmaceuticals will be granted exclusive worldwide rights for the development and commercialization of XenoPort’s clinical-stage oral product candidate arbaclofen placarbil for all indications. Arbaclofen placarbil is a patent protected new chemical entity that Reckitt Benckiser Pharmaceuticals plans to advance into a Phase IIB proof-of-concept study for the treatment of alcohol use disorders — a condition affecting more than 140 million people worldwide.(1),(2)

Alcohol use disorders are a global public health issue,(2) with an annual economic burden of \$224 billion in the United States alone.(3) Alcoholism is directly responsible for more than 2.5 million deaths each year and is a causal factor in over 60 other major types of disease.(2) The current treatment approach is predominantly psychosocial support and is largely non-medicalized.(4) The majority of healthcare professionals feel underequipped to manage patients with substance abuse — including alcoholism — based on currently available standards of care.(4)

“Reckitt Benckiser Pharmaceuticals recognizes that there is a tremendous need for more effective, well-tolerated treatment options among the growing patient population with alcohol use disorders, and we believe arbaclofen placarbil is a natural fit for our growing addiction treatment pipeline,” said Shaun Thaxter, CEO, Reckitt Benckiser Pharmaceuticals Inc. “Over the past decade, we have demonstrated our leadership in the challenging addiction space by helping patients struggling with the chronic disease of opioid dependence access treatment. We are proud to focus our clinical development experience along with our global regulatory and go-to-market infrastructure to potentially bring arbaclofen placarbil to market as a new choice for the many patients with alcohol use disorder” and the healthcare professionals who treat them.”

Arbaclofen placarbil will be tested for its ability to suppress alcohol cravings, reduce alcohol intake and to possibly facilitate maintenance of abstinence in alcohol dependent people.(5),(6) In prior clinical trials, arbaclofen placarbil has demonstrated attributes that may enable convenient dosing, stable plasma exposure and good tolerability.(7)

“We believe that Reckitt Benckiser Pharmaceuticals will be an excellent partner for the further development of arbaclofen placarbil, given their track record of success in the treatment of

addiction disorders. XenoPort has completed a substantial amount of preclinical, clinical pharmacology and manufacturing work and has dosed over 1,300 human subjects with arbaclofen placarbil in various clinical trials,” said Ronald W. Barrett, Ph.D., CEO, XenoPort, Inc. “We are very pleased to leverage this work with a partner that now has an exciting opportunity to develop a potential new effective, safe and conveniently dosed medicine that could address an important medical and societal problem.”

Under the terms of the agreement, Reckitt Benckiser Pharmaceuticals will receive exclusive rights to develop and commercialize arbaclofen placarbil worldwide for all indications, subject to certain rights by XenoPort to negotiate with Reckitt Benckiser Pharmaceuticals on collaborations for non-addiction indications. In exchange for these rights and upon effectiveness of the agreement, XenoPort is entitled to receive an up-front, non-refundable cash payment of \$20 million and another \$5 million upon the transfer of certain technology and materials to Reckitt Benckiser Pharmaceuticals. XenoPort also will be eligible to receive aggregate cash payments of up to \$70 million upon the achievement by Reckitt Benckiser Pharmaceuticals of certain development and regulatory milestones, as well as up to \$50 million for commercial milestones. In addition, XenoPort is entitled to receive tiered double-digit royalty payments up to the mid-teens on a percentage basis on potential future net sales of arbaclofen placarbil in the United States and high single-digit royalty payments on potential future net sales outside the United States.

The agreement is subject to review by the U.S. Government under the Hart-Scott-Rodino Antitrust Improvements Act, as amended, and will become effective only after clearing review.

About Reckitt Benckiser Pharmaceuticals Inc.

Reckitt Benckiser Pharmaceuticals Inc. is a specialty pharmaceutical company with a decade of heritage in serving the opioid dependence treatment community. Committed to expanding education and access to medical therapies, the company innovates, manufactures and markets medications that, in conjunction with counseling and psychosocial support, treat opioid dependence. Reckitt Benckiser Pharmaceuticals Inc. continues to invest resources in raising awareness of opioid dependence within the community, while also sponsoring training programs for physicians to become certified to treat opioid addicted patients. The company aims to help patients, while also protecting communities from the financial and societal burdens of addiction through mediation-assisted treatment, enabling opioid dependence to be managed within mainstream medical practice. Reckitt Benckiser Pharmaceuticals Inc. is a wholly owned subsidiary of Reckitt Benckiser Group plc, a global company publicly traded on the UK stock exchange.

About XenoPort

XenoPort, Inc. is a biopharmaceutical company focused on developing and commercializing a portfolio of internally discovered product candidates for the potential treatment of neurological disorders. XenoPort is currently commercializing HORIZAN® (gabapentin enacarbil) Extended-Release Tablets in the United States and developing its novel fumaric acid ester product candidate, XP23829, as a potential treatment for patients with moderate-to-severe chronic plaque type psoriasis and/or relapsing forms of multiple sclerosis. REGNITE® (gabapentin enacarbil)

Extended-Release Tablets is being marketed in Japan by Astellas Pharma Inc. XenoPort’s pipeline of product candidates also includes a potential treatment for patients with Parkinson’s disease.

To learn more about XenoPort, please visit the website at www.XenoPort.com.

XenoPort Forward-Looking Statements

This press release contains “forward-looking” statements, including, without limitation, all statements related to the anticipated effectiveness of XenoPort’s license agreement with Reckitt Benckiser Pharmaceuticals; Reckitt Benckiser Pharmaceuticals’ future clinical development program for arbaclofen placarbil; the therapeutic and commercial potential of arbaclofen placarbil; and XenoPort’s receipt of potential future development, regulatory and commercial milestone payments, as well as potential royalty payments. Any statements contained in this press release that are not statements of historical fact may be deemed to be forward-looking statements. Words such as “believe,” “could,” “intend,” “plans,” “potential,” “will” and similar expressions are intended to identify forward-looking statements. These forward-looking statements are based upon XenoPort’s current expectations. Forward-looking statements involve risks and uncertainties. XenoPort’s actual results and the timing of events could differ materially from those anticipated in such forward-looking statements as a result of these risks and uncertainties, which include, without limitation: risks related to the ability of the parties to satisfy all the conditions to effectiveness of XenoPort’s license agreement with Reckitt Benckiser Pharmaceuticals, including clearance under the Hart-Scott-Rodino Antitrust Improvements Act, as amended; the difficulty and uncertainty of pharmaceutical product development and the uncertain results and timing of clinical trials and other studies, including the risk that success in preclinical testing and early clinical trials does not ensure that later clinical trials will be successful; the uncertainty of the FDA approval process and other regulatory requirements; the uncertain therapeutic and commercial value of arbaclofen placarbil; XenoPort’s dependence on collaborative partners, including the risks that if Reckitt Benckiser Pharmaceuticals were to breach or terminate the license agreement or otherwise fail to successfully develop and commercialize products thereunder and in a timely manner, XenoPort would not obtain the anticipated financial and other benefits of the license agreement and the clinical development or commercialization of arbaclofen placarbil could be delayed or terminated; as well as risks related to future opportunities and plans, including the uncertainty of future operating results. These and other risk factors are discussed under the heading “Risk Factors” in XenoPort’s Securities and Exchange Commission filings and reports, including in its Quarterly Report on Form 10-Q for the quarter ended March 31, 2014, filed with the Securities and Exchange Commission on May 9, 2014. XenoPort expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements contained herein to reflect any change in the company’s expectations with regard thereto or any change in events, conditions or circumstances on which any such statements are based.

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RULES OF THE INDIVIOR LONG-TERM INCENTIVE PLAN

Directors' Adoption: 5 November, 2014

Expiry Date: 5 November, 2024

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The Indivior Long-term Incentive Plan

Introduction

An Award under the Plan can take the form of:

- **A Nil-cost Option** - which is a right to buy Shares on Vesting for nothing or a nominal amount.
- **A Market Value Option** - which is a right to buy Shares at a price set by reference to the market value of the Shares at the Award Date.
- **A Conditional Award** - which is a right to be given Shares on Vesting.

Grant and Vesting of all types of Award work in similar ways but there are some differences in the mechanics of how they are granted and what happens after they Vest.

The schedules allow for grants of particular types of Awards in a way which attracts favourable tax treatment or complies with special rules in various countries.

This introduction does not form part of the rules.

Definitions

In these rules:

“**Acquiring Company**” means a person who obtains Control of the Company;

“**Award**” means a Conditional Award or an Option;

“**Award Date**” means the date which the Committee sets for the grant of an Award;

“**Business Day**” means a day on which the London Stock Exchange (or, if relevant and if the Committee determines, any stock exchange nominated by the Committee on which the Shares are traded) is open for the transaction of business;

“**Committee**” means, subject to rules 8.4 and 9.3, in the case of Awards to executive of directors of the Company, the remuneration committee or a sub-committee of it, and in other cases, any committee or body authorised to operate the Plan;

“**Company**” means Indivior plc;

“**Conditional Award**” means a conditional right to acquire Shares granted under the Plan;

“**Control**” means in relation to a body corporate, the power of a person to secure by means of the holding of shares or the possession of voting power in or in relation to that or any other body corporate, or by virtue of any powers conferred by the articles of association, or other document regulating that or any other body corporate, that the affairs of the first mentioned body corporate are conducted in accordance with the wishes of that person;

“**Dealing Restrictions**” means restrictions imposed by statute, order, regulation or Government directive, or by the Model Code or any code adopted by the Company based on the Model Code;

“**Expiry Date**” means 30 November, 2024;

“**Listing Rules**” means the rules relating to admission to the Official List;

“**London Stock Exchange**” means London Stock Exchange plc;

“**Market Value**” means on any day not less than the average of the closing middle market quotations of a Share (taken from the Daily Official List of the London Stock Exchange) over the immediately preceding 5 Business Days;

“**Market Value Option**” means an Option, the Option Price of which is set by reference to the Market Value of a Share on the Award Date;

“**Member of the Group**” means:

- (i) the Company; and
- (ii) its Subsidiaries from time to time; and
- (iii) any other company which is associated with the Company and is so designated by the Committee;

“**Model Code**” means the Model Code on dealings in securities set out in Listing Rule 9 annex 1;

“**Official List**” means the list maintained by the Financial Conduct Authority for the purposes of section 74(1) of the Financial Services and Markets Act 2000;

“**Option**” means a right to acquire Shares granted under the Plan;

“**Option Price**” means zero, or the amount payable on the exercise of an Option, as specified under rules 2.1 and 2.2;

“**Participant**” means a person holding an Award or his personal representatives;

“**Performance Conditions**” means any performance conditions imposed under rule 1.4 (Performance Conditions);

“**Performance Period**” means the period in respect of which the Performance Conditions are to be satisfied which will not normally be less than 3 financial years of the Company;

“**PIP**” means a service that is approved by the Financial Conduct Authority as meeting the primary information provider criteria and is on the list of such providers maintained by the Financial Conduct Authority;

“**Plan**” means these rules known as “The Indivior Long-term Incentive Plan” as changed from time to time;

“**Shares**” means fully paid ordinary shares in the capital of the Company;

“**Social Security Liability**” means a liability to pay national insurance contributions in the United Kingdom (or their equivalent, in the opinion of the Committee, outside the United Kingdom) in relation to an Award or the benefits received or capable of being received in respect of an Award;

“**Subsidiary**” means a company which is a subsidiary of the Company within the meaning of Section 1159 of the Companies Act 2006;

“**Vesting**” in relation to an Option, means an Option becoming exercisable and in relation to a Conditional Award, means a Participant becoming entitled to have the Shares transferred to him subject to these rules;

“**Vesting Date**” means the date set under rule 2.1 (Terms of Awards) and which will normally be the third anniversary of the Award Date.

1 Granting Awards

1.1 Awards

Awards will be made by the Company or the Committee. Where an Award is granted by the Company, the terms of that Award must be approved in advance by the Committee.

1.2 Eligibility

The Company may grant an Award to any employee (including an executive director) of the Company or any Subsidiary. However, unless the Committee considers that special circumstances exist, an Award may not be granted to an employee who on the Award Date has given or received notice of termination of employment, whether or not such termination is lawful.

1.3 Timing of Award

Awards may not be granted at any time after the Expiry Date and Awards may only be granted within 42 days starting on the date that the Company is first listed on the London Stock Exchange and thereafter 42 days starting on any of the following:

- (i) the day after the announcement of the Company's results through a PIP for any period;
- (ii) any day on which the Committee resolves that exceptional circumstances exist which justify the grant of Awards;
- (iii) any day on which changes to the legislation or regulations affecting share plans are announced, effected or made; or
- (iv) the lifting of Dealing Restrictions which prevented the granting of Awards during any period specified above.

1.4 Performance Conditions

When granting an Award, the Company may, or in the case of directors of the Company must (except as noted below), make its Vesting conditional on the satisfaction of one or more conditions determined by the Committee at least one of which must be linked to the performance of the Company. Performance Conditions must be objective and specified at the Award Date and may provide that an Award will lapse if the Performance Conditions are not satisfied. However where an award is granted to a director by way of replacement of an award previously held by that director under the Reckitt Benckiser Group 2007 Long Term Incentive Plan which was not subject to any performance condition, the replacement award also need not be subject to any such condition. The Committee may waive or change the Performance Conditions if anything happens which causes the Committee reasonably to consider it appropriate, provided that any changed Performance Conditions will not be materially easier or more difficult to satisfy.

1.5 Other conditions

The Company may impose other conditions when granting an Award. Any such condition must be objective, specified at the Award Date and may provide that an Award will lapse if it is not satisfied. The other conditions may include a condition that the Participant must reimburse any person for some or all of any Social Security Liability arising on any event in connection with his Award or that the Participant must enter into an election and transfer some or all of that Social Security Liability to himself. The Company, with the consent of the Committee, may waive or change a condition in

accordance with its terms or if anything happens which causes the Company reasonably to consider it appropriate provided that any changed condition will be no more difficult to satisfy. Notwithstanding anything else in the Plan, an Award will only Vest to the extent that any condition is satisfied or waived.

1.6 Award statement

Each Participant will receive a statement setting out the terms of the Award as soon as practicable after the Award Date. The statement may be the deed referred to in 2.1 (Terms of Awards) or any other document. If any statement is lost or damaged the Company may replace it on such terms as it decides.

1.7 No payment

A Participant is not required to pay for the grant of any Award.

1.8 Disclaimer of Award

A Participant may disclaim all or part of his Award within 30 days after the Award Date by notice in writing to any person nominated by the Company. If this happens, the Award will be deemed never to have been granted under the Plan. A Participant is not required to pay for the disclaimer.

1.9 Administrative errors

If the Company tries to grant an Award which is inconsistent with rule 10 (Plan limits), the Award will be limited and will take effect from the Award Date on a basis consistent with those rules.

2 Awards

2.1 Terms of Awards

Awards must be granted by deed. The terms of the Award, as determined by the Company and approved by the Committee, must be specified in the deed and must include:

- (i) whether the Award is:
 - (I) a Conditional Award;

(II) an Option; or

(III) a Market Value Options;

or a combination of these;

- (ii) the number of Shares subject to the Award;
- (iii) the Performance Conditions;
- (iv) where the Award is not subject to Performance Conditions, the Vesting Date;
- (v) any other condition specified under rule 1.5 (Other conditions);
- (vi) whether the Participant is entitled to receive any cash or shares under rule 5.4 (Dividend equivalent);
- (vii) the Award Date; and

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(viii) the Option Price (if relevant).

2.2 Option Price of Market Value Options

In the case of a Market Value Option, the Option Price will not be less than the Market Value of a Share on the Award Date.

2.3 Individual Limit

Each Award must be limited and must therefore take effect so that the total Market Value of the Shares which are subject to the Award when then added to total Market Value of the Shares, if any, subject to Awards granted to the Participant in the same financial year of the Company does not exceed ten times the Participant's pay. For these purposes a Participant's pay on any date is the rate of his basic annual salary (excluding bonus, commissions and benefits in kind) from all Members of the Group on that date.

3 Options and Conditional Awards

3.1 Rights

A Participant shall not be entitled to vote, to receive dividends or to have any other rights of a shareholder in respect of Shares subject to an Option or a Conditional Award until the Shares are issued or transferred to the Participant.

3.2 Transfer

A Participant may not transfer, assign or otherwise dispose of an Option or Conditional Award or any rights in respect of it. If he does, whether voluntarily or involuntarily, then it will immediately lapse. This rule 3.2 does not apply to the transmission of an Option or Conditional Award on the death of a Participant to his personal representatives.

4 Vesting of Awards

4.1 Timing of Vesting

Subject to rules 6 (Leaving the Group) and 8 (Takeovers and restructurings), an Award shall Vest on the latest of the following:

- (i) the date on which the Committee makes its determination under rule 4.2 of the extent to which any Performance Conditions are satisfied or waived;
- (ii) in the case of Awards with no Performance Condition, the Vesting Date;
- (iii) the date the Committee decides that any other condition (rule 1.5) are satisfied or waived; and
- (iv) the date on which any Dealing Restrictions which prevent Vesting on the dates specified above cease to apply.

4.2 Determination of Performance Conditions and other conditions

As soon as reasonably practicable after the end of the Performance Period, the Committee will determine whether and to what extent any Performance Conditions and any other conditions under rule 1.5 (Other conditions) have been satisfied and how many Shares Vest for each Award. To the extent that any Performance Conditions or other conditions are not satisfied, the Award lapses. Where an Award has been granted

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to a director of the Company the Performance Conditions and any other conditions may only be tested once; there may not be any re-testing.

4.3 Lapse

If an Award lapses under the Plan it cannot Vest and a Participant has no rights in respect of it.

5 Consequences of Vesting

5.1 Conditional Award

As soon as reasonably practicable after the Vesting of a Conditional Award, the Company will arrange (subject to rule 5.6 (Withholding) and 12.7 (Consents)) for the transfer (including a transfer out of treasury) or issue to or to the order of the Participant of the number of Shares in respect of which the Award has Vested.

5.2 Options

- (i) A Participant may exercise his Option at any time during the Exercise Period (see rule 6.7) by giving notice in the prescribed form to the Company or any person nominated by the Company and by:
 - (I) paying the Option Price (if any) for the number of Shares being acquired (or giving details of arrangements agreed between the Participant and the Company for the payment of the Option Price for the number of Shares being acquired); and
 - (II) enclosing the relevant award certificate (if required by the Company).
- (ii) The “Option Exercise Date” will be the date of receipt by the Company or other duly appointed agent of the notice and, if appropriate, documents and the payment referred to in rule (i). However, if an option exercise notice is delivered at a time when any statute, regulation or code adopted by the Company based on the Model Code, prohibits the exercise of Options, the Option Exercise Date will be the date when the Participant is permitted to exercise an Option under such statute, regulation or code.
- (iii) An Option will lapse as set out in rules 6.7 and 6.8.
- (iv) Subject to rule 5.6 (Withholding) and 12.7 (Consents) the Company will arrange for Shares to be transferred to or issued to the Participant within 30 days of the Option Exercise Date.

5.3 Rights

Shares issued on the exercise of an Option or the Vesting of an Award will rank equally in all respects with the Shares in issue on the date of allotment. They will not rank for any rights attaching to Shares by reference to a record date preceding the date of allotment. Where Shares are transferred (including a transfer out of treasury) on the exercise of an Option or the Vesting of an Award, the Participant will be entitled to all rights attaching to the Shares by reference to a record date on or after the transfer date. The Participant will not be entitled to rights before that date.

5.4 Dividend equivalent

The Committee may determine that a Conditional Award or Option will include the right to receive an amount equal in value to the dividends which were payable on the number of Vested Shares during the Performance Period (“dividend equivalents”), subject to rule 5.6 (Withholding). This amount will be paid in cash unless the Committee decides it will be paid in Shares. Dividend equivalents will be paid to any relevant Participant as soon as practicable after Vesting or, in the case of an Option, after exercise. For the avoidance of doubt the dividend does not include the tax credit.

The Committee may at any time decide to disapply this rule 5.4 in relation to all or part of a special dividend or dividend in specie which may otherwise be included in rule 5.4.

This rule 5.4 does not apply to Market Value Options.

5.5 Alternative ways to satisfy Options and Conditional Awards

The Company may, subject to the approval of the Committee, decide to satisfy an Option or a Conditional Award by paying an equivalent amount in cash (subject to rule 5.6 (Withholding)). For Options, the cash amount must be equal to the amount by which the Market Value of the Shares in respect of which the Option is exercised exceeds the Option Price on the Option Exercise Date (see rule 5.2(ii)). Alternatively, the Company may, subject to the approval of the Committee, decide to satisfy an Option by procuring the issue or transfer of Shares to the value of the cash amount specified above.

If the Committee does this, the Participant need not pay the Option Price or, if he has paid it, the Company will repay it to him.

The Company may determine that Awards will be satisfied in cash at the Award Date or at any time subsequently.

5.6 Withholding

The Company, any employing company or the trustee of any employee benefit trust may make such arrangements as it considers necessary to meet any liability to taxation, duties, social security contributions or other amounts in respect of Awards or otherwise in connection with a person's participation in the Plan, whether the liability is a liability of, or is payable by, the Participant, the Company, the employing company or the trustee and whether such liability arises before or after the adoption of this Rule. These arrangements may include a reduction in the number of Shares subject to an Award and/or the exercise of an Option on behalf of the Participant and/or the sale on behalf of the Participant of any of

the Shares to which he is entitled under the Plan and the retention of the sale proceeds to meet the liability. References to social security contributions include anything in a jurisdiction outside the United Kingdom which, in the opinion of the Committee, is reasonably comparable to social security contributions.

5.7 Joining a competitor

The following will apply if a Participant ceases to be an employee or director of a Member of the Group and within 12 months of cessation joins a competitor organisation (as determined by the Committee). All unvested Awards will lapse. In respect of Awards that have Vested on or after the Participant's cessation of employment for which the Participant has received Shares or cash in respect of the Award the Committee will issue the Participant with a notice requiring him to make a payment to the Company equal to the Market Value of the Shares comprised in the Award as at the date of

Vesting less any tax paid, and less in the case of an Option, the Option Price. The payment must be made within two months of receipt of the notice.

5.8 Adjustments in event of Misstatement and Misconduct

- (i) This rule 5.8 applies in circumstances where there has been, as the Committee determines in its absolute discretion, either:
 - (I) (having taken advice from the Company's auditors) a material misstatement of the Company's or its group's results in respect of any of the Company's financial years which fall wholly or partly within a Performance Period; or
 - (II) at any time during a Participant's employment, serious misconduct by that Participant.
- (ii) If this rule applies then the Committee may, to the extent that it considers appropriate, taking account of the extent of the relevant misstatement or misconduct, determine, in respect of any Awards which are not exercised but relate to the Performance Period, that any of the following actions may be undertaken:
 - (I) the number of Shares or number of Shares which have vested subject to any unexercised Award may be adjusted in such manner as the Committee considers appropriate; or
 - (II) the unexercised Award shall lapse with immediate effect; or
 - (III) the Performance Period may be extended (provided that a Performance Period may not end later than the day before the ninth anniversary of the relevant Grant Date) and the Performance Target adjusted; or
 - (IV) the Exercise Period may be deferred (provided that it may not end later than the day before the tenth anniversary of the relevant Grant Date).

5.9 Clawback

This Rule 5.9 applies in circumstances where at any time before the later of (i) the second anniversary of the date a Conditional Award vests or an Option becomes exercisable, as applicable, and (ii) the fifth anniversary of the Award Date the Committee determines in its absolute discretion either:

- (I) (having taken advice from the Company's auditors) there is a material mis-statement of the Company's or its group's results in respect of any of the Company's financial years which fall wholly or partly between the Date of Grant of an Award and the date the Award vests or becomes exercisable; or
- (II) there has been, at any time during a Participant's employment, serious misconduct by that Participant.

If this Rule 5.9 applies then the Committee may, to the extent that it considers appropriate, taking account of the extent of the relevant misconduct or mis-statement, determine in its absolute discretion:

- (A) in respect of any Conditional Awards which have vested or Options that have been exercised that the relevant Participant must by way of clawback repay to the Company such amount as the Committee may determine in cash or transfer to the Company such number of Shares as the Committee may determine, in each case taking account of the number of Shares which were comprised in the relevant Award and their value.

Following any such determination the Committee may:

- (1) make a reduction of an equivalent amount to:
 - (i) any unvested Awards which the Participant may have under the Plan or any other employee share scheme operated by the Company; and/or
 - (ii) any future bonus payment which would otherwise have been payable; and/or

- (iii) any salary payments or other remuneration which are due or would otherwise have been payable, and/or
 - (2) require the relevant Participant to repay to the Company an equivalent amount or to transfer a specified number of Shares to the Company within such period as it determines,
- in each case, to the extent permitted under applicable law; and
- (B) in respect of any Options that have not been exercised, to reduce the number of Shares subject to the Option or to cancel the Option in its entirety.

6 Leaving the Group

6.1 General rule on leaving employment

An Award which has Vested will not lapse on the date the Participant ceases to be an employee.

An Award which has not Vested will lapse on the date the Participant ceases to be an employee unless rule 6.2 applies. Where rule 6.2 applies to an Option, rules 6.7 and 6.8 will apply to determine the Exercise Period.

6.2 Leaving in exceptional circumstances - unvested Awards

- (i) If a Participant ceases to be an employee of any Member of the Group for any of the reasons set out below, then his Awards which have not Vested will Vest as described in rule 6.3 and lapse as to the balance. The reasons are:
 - (I) ill-health, injury or permanent disability, established to the satisfaction of the Company;
 - (II) retirement with the agreement of the Company;
 - (III) the Participant's employing company ceasing to be under the Control of the Company;
 - (IV) a transfer of the undertaking, or the part of the undertaking, in which the Participant works to a person

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which is neither under the Control of the Company nor a Member of the Group;

- (V) redundancy;
- (VI) any other reason, at the discretion of the Committee.
- (ii) The Committee must exercise any discretion provided for in rule (i) within 14 days after cessation of the relevant Participant's employment or office and the Award will lapse or Vest (as appropriate) on the earlier of the date on which the discretion is exercised and the end of the 14 day period.

6.3 Vesting - Awards subject to Performance Conditions

- (i) Where rule 6.2 applies, the Award does not lapse, and the extent to which it will Vest, subject to rule 1.5 (Other conditions), is measured in accordance with rule 4.2 (Determination of Performance Conditions and other conditions) at the end of the financial year in which the cessation of employment occurs. The Award will also be reduced pro rata to reflect the period from the date of cessation of employment until the end of the Performance Period, as a proportion of the Performance Period unless the Committee decides otherwise. The Award then lapses as to the balance.
- (ii) As an alternative to rule (i) and subject to rule 1.5 (Other conditions), the Committee may decide in its discretion in any particular case that an Award will Vest at the end of the Performance Period, in accordance with rule 4.2 (Determination of Performance Conditions and other conditions). The Award will also be reduced pro rata to reflect the period from the date of cessation of employment until the date of the end of the Performance Period as a proportion of the Performance Period unless the Committee decides otherwise. The Award then lapses as to the balance.

6.4 Vesting — Award not subject to Performance Condition

Where rule 6.2 applies, and the Award is not subject to a Performance Condition, then, the Award does not lapse but will Vest, subject to rule 1.5 (Other conditions), on the Vesting Date. The Committee may decide in its discretion in any particular case that the Award should Vest either immediately or on any other date, subject to rule 1.5 (Other conditions). Unless the Committee decides otherwise, the amount of the Award which Vests will also be reduced pro rata to reflect the period from the date of cessation of employment to the original Vesting Date as a proportion of the period from the Award Date until the original Vesting Date.

6.5 Death

If a Participant dies, his Awards will Vest on the date of death and any Performance Conditions will not apply but the Award will be reduced pro rata to reflect the period from the date of death until the end of the Performance Period or where there was no Performance Period, to the original Vesting Date, as a proportion of the original Performance Period where there was no Performance Period the period from the Award Date to the original Vesting Date unless the Committee decides otherwise. The Award will then lapse as to the balance.

6.6 Meaning of “ceasing to be an employee”

For the purposes of this rule 6, a Participant will not be treated as ceasing to be an employee of a Member of the Group until he ceases to be an employee of all Members of the Group or if he recommences employment with a Member of the Group within 7 days.

6.7 Lapsing of Options and Exercise Periods

This rule sets out when an Option will lapse. An Option will lapse on the earlier of:

- (i) the end of the Exercise Period (see rule 6.8);
- (ii) in the case of a Vested Option, the date the Participant ceases to be an employee or a director of a Member of the Group by reason of dismissal for misconduct (unless the Committee decides otherwise);
- (iii) in the case of a Vested Market Value Option 12 months after the date on which the Participant ceased to be an employee of a Member of the Group or such longer period (not exceeding 42 months) as the Committee may decide;
- (iv) in the case of an Option which Vests under this rule 6, 12 months after the date on which the Committee determines that the Performance Conditions are satisfied or waived or in the case of a Market Value Option such longer period (not exceeding 42 months) as the Committee may decide;
- (v) 6 months after an event which gives rise to a Vesting under rule 8 (Takeovers and restructurings) unless ((vi) below applies);
- (vi) 6 weeks after the date on which a notice to acquire Shares under Chapter 3 of Part 28 of the Companies Act 2006 (compulsory purchase of shares) is first served;
- (vii) the date on which a Participant joins a competitor organisation (rule 5.7); and
- (viii) 12 months from the date of death.

6.8 “Exercise Period” means:

- (i) for an Option which is not a Market Value Option, the 12 month period following Vesting (unless the Committee determines a different period under rule 2.1); and
- (ii) for a Market Value Option, the period starting on Vesting and ending on the tenth anniversary of the Award Date (unless the Committee determines a different period under rule 2.1).

If more than one Exercise Period or lapse date applies then the provision which results in the shortest Exercise Period and the earliest lapse of the Option will apply. However, the Committee may permit a Participant to exercise Options within any applicable longer periods set out in these rules.

7 Variations in share capital, demergers and special distributions

7.1 Adjustment of Awards

If there is:

- (i) a variation in the equity share capital of the Company, including a capitalisation or rights issue, sub-division, consolidation or reduction of share capital; or
- (ii) a demerger (in whatever form) or exempt distribution by virtue of Section 1075 of the Corporation Tax Act 2010; or
- (iii) a special dividend or distribution

the Committee may adjust the number or class of Shares or securities comprised in an Option or Conditional Award and, in the case of an Option, the Option Price.

The Option Price to subscribe for Shares may be adjusted to a price less than nominal value only if the Committee resolves to capitalise the reserves of the Company, subject to any necessary conditions. This capitalisation will be of an amount equal to the difference between the adjusted Option Price payable for the Shares to be issued on exercise and the nominal value of such Shares on the date of allotment of the Shares. If, at the time of exercise, the Committee does not resolve to capitalise the reserves of the Company for this purpose then the adjustment under this rule 7.1 will be deemed not to have taken place.

7.2 Notice

The Company may notify Participants of any adjustment made under this rule 7.

8 Takeovers and restructurings

8.1 Takeovers

Subject to rule 8.5, where a person (or a group of persons acting in concert) obtains Control of the Company as a result of making an offer to acquire Shares, an Award Vests, subject to rule 1.5 (Other conditions), on the date the person obtains Control but only to the extent that any Performance Conditions have been satisfied at that date as determined by the Committee, unless the Committee determines that the Performance Conditions and other conditions should not apply. In addition, unless the Committee decides otherwise, the extent to which the Award Vests shall be reduced pro rata to reflect the period from the date of the event until the date of the end of the Performance Period as a proportion of the Performance Period. The Award lapses as to the balance.

8.2 Schemes of arrangement

Subject to rule 8.5, when a court sanctions a compromise or arrangement in connection with the acquisition of Shares, an Award Vests, subject to rules 1.5 (Other conditions), but only to the extent that any Performance Conditions have been satisfied at that date as determined by the Committee unless the Committee determines that the Performance Conditions and other conditions should not apply. In addition, unless the Committee decides otherwise, the extent to which the Award Vests shall be reduced pro rata to reflect the period from the date of the event until the date of the end of the Performance Period as a proportion of the Performance Period. The Award lapses as to the balance.

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8.3 Demergers or other corporate events

If the Committee becomes aware that the Company is or is expected to be affected by any demerger, distribution (other than an ordinary dividend) or other transaction not falling within rules 8.1 (Takeover), or 8.2 (Schemes of arrangement) which, in the opinion of the Committee would affect the current or future value of any Award, the Committee may allow an Award to Vest subject to rule 1.5 (Other conditions) but only to the extent that any Performance Condition has been satisfied at that date as determined by the Committee unless the Committee determines that the Performance Conditions and other conditions should not apply. In addition, unless the Committee decides otherwise, the extent to which the Award Vests shall be reduced pro rata to reflect the period from the date of the event until the date of the end of the Performance Period as a proportion of the Performance Period. The Award lapses as to the balance.

8.4 Committee

In this rule, "Committee" means those people who were members of the remuneration committee of the Company immediately before the change of Control.

8.5 Exchange

An Award will not Vest under rules 8.1, 8.2 or 8.3 but will be exchanged under rule 9 (Exchange of Awards) to the extent that:

- (i) an offer to exchange the Award is made and accepted by the Participant; or
- (ii) the Committee decides that the Award will be automatically exchanged.

9 Exchange of Awards

9.1 Timing of exchange

Where an Award is to be exchanged under rule 8 (Takeovers and restructurings) the exchange will take place as soon as practicable after the relevant event.

9.2 Exchange terms

Where a Participant is granted a new award in exchange for an existing Award, the new Award:

- (i) must confer a right to acquire shares in the Acquiring Company or another body corporate determined by the Acquiring Company;
- (ii) must be equivalent to the existing Award, subject to rule (iv);
- (iii) is treated as having been acquired at the same time as the existing Award and, subject to rule (iv), Vests in the same manner and at the same time;
- (iv) may, at the discretion of the Committee, be subject to a performance condition which is, so far as possible, equivalent to any Performance Condition applying to the existing Award;
- (v) is governed by the Plan as if references to Shares were references to the shares over which the new award is granted and references to the Company were references to the Acquiring Company or the body corporate determined under rule (i).

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9.3 Committee

In this rule 9, “Committee” means those people who were members of the remuneration committee immediately before the change of Control which led to the exchange.

10 Plan limits

- 10.1** The nominal amount of Shares over which the Committee may grant Awards on any date shall be limited so that it does not exceed the limits set out in Rule 10.2 . This limitation only applies to Awards which are to be satisfied (directly or indirectly) by the issue of new Shares or the transfer of treasury Shares.
- 10.2** The limit is 10% of the nominal amount of the Company’s equity share capital on the day preceding the Date of Grant less the aggregate of the nominal amounts of:
- (i) Shares allocated in respect of awards granted within the previous 10 years under any employee share scheme; and
 - (ii) Shares remaining to be allocated in respect of awards granted on the same date or within the previous 10 years under any employee share scheme; and
 - (iii) Shares allocated on the same date or within the previous 10 years under any employee share scheme otherwise than in respect of an award.
- 10.3** For the purposes of Rule 10:
- (i) “**allocate**” means the issue of new Shares or the transfer of treasury Shares in satisfaction (directly or indirectly) of a person’s right under an award;
 - (ii) an “**award**” means any right to acquire or receive Shares whether conditional or unconditional and whether or not for payment;
 - (iii) an “**employee share scheme**” means any scheme for employees of the Group which has been approved by the Company prior to its admission to listing on the London Stock Exchange or thereafter in general meeting;
 - (iv) “**equity share capital**” has the meaning given to it by Section 548 of the Companies Act 2006;
 - (v) “**treasury Shares**” has the same meaning as in Chapter 6 of the Companies Act 2006;
 - (vi) no account will be taken of Shares acquired by an employee or former employee (or the personal representatives of such a person) where the Shares are acquired for a price equal to their market value at or about the date of acquisition and the cost of those Shares is borne by (or by the estate of) the employee or former employee;
 - (vii) subject to Rule 10.3(viii), no account will be taken of an award if and to the extent to which the Committee considers that it will be satisfied by the transfer of existing Shares other than treasury Shares;

- (viii) any Shares allocated or remaining to be allocated to the trustee of any trust which were used or which are to be used to satisfy awards granted under an employee shares scheme must be treated as having been allocated or as remaining to be allocated in respect of those awards unless the Shares were acquired by the trustee pursuant to a rights issue or other opportunity offered to the trustee in respect of Shares, other than Shares previously allocated to it; and
- (ix) where an award was granted in consideration of the release by the holder of an award previously granted to him under an employee share scheme, then the earlier award shall be ignored and the later award shall be deemed to have been granted at the same time as the earlier award.

- 10.4** Where an individual is granted two options on terms that the exercise of one will automatically result in a reduction to the extent to which the other may be exercised and vice versa, then for the purposes of this Rule 10 it shall only be necessary to take into account that number of Shares which could be acquired in respect of those options having regard to those terms.

11 Terms of employment

- 11.1** For the purposes of this rule, “Employee” means any employee of a Member of the Group.
- 11.2** This rule applies during an Employee’s employment and after the termination of an Employee’s employment, whether or not the termination is lawful.
- 11.3** Nothing in the rules or the operation of the Plan forms part of the contract of employment of an Employee. The rights and obligations arising from the employment relationship between the Employee and the Company are separate from, and are not affected by, the Plan. Participation in the Plan does not create any right to, or expectation of, continued employment.
- 11.4** No employee has a right to participate in the Plan. Participation in the Plan or the grant of Awards on a particular basis in any year does not create any right to or expectation of participation in the Plan or the grant of Awards on the same basis, or at all, in any future year.
- 11.5** The terms of the Plan do not entitle the Employee to the exercise of any discretion in his favour.
- 11.6** The Employee will have no claim or right of action in respect of any decision, omission or discretion, which may operate to the disadvantage of the Employee even if it is unreasonable, irrational or might otherwise be regarded as being in breach of the duty of trust and confidence (and/or

any other implied duty) between the Employee and his employer.

11.7 No Employee has any right to compensation for any loss in relation to the Plan, including any loss in relation to:

- (i) any loss or reduction of rights or expectations under the Plan in any circumstances (including lawful or unlawful termination of employment);
- (ii) any exercise of a discretion or a decision taken in relation to an Award or to the Plan, or any failure to exercise a discretion or take a decision;

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- (iii) the operation, suspension, termination or amendment of the Plan.

11.8 Participation in the Plan is permitted only on the basis that the Participant accepts all the provisions of the rules, including this rule. By participating in the Plan, an Employee waives all rights under the Plan, other than the right to acquire shares subject to and in accordance with the express terms of the Plan and the Performance Condition, in consideration for, and as a condition of, the grant of an Award under the Plan.

11.9 Nothing in this Plan confers any benefit, right or expectation on a person who is not an Employee. No such third party has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Plan. This does not affect any other right or remedy of a third party which may exist.

12 General

12.1 Committee's decisions final and binding

The decision of the Committee on the interpretation of the Plan or in any dispute relating to an Award or matter relating to the Plan will be final and conclusive.

12.2 Documents sent to shareholders

The Company may send to Participants copies of any documents or notices normally sent to the holders of its Shares at or around the same time as issuing them to the holders of its Shares.

12.3 Costs

The Company will pay the costs of introducing and administering the Plan. The Company may ask a Participant's employer to bear the costs in respect of an Award to that Participant.

12.4 Regulations

The Committee has the power from time to time to make or vary regulations for the administration and operation of the Plan but these must be consistent with its rules.

12.5 Employee trust

The Company and any Subsidiary may provide money to the trustee of any trust or any other person to enable them or him to acquire Shares to be held for the purposes of the Plan, or enter into any guarantee or indemnity for those purposes, to the extent permitted by Chapter 2 of Part 18 of the Companies Act 2006.

12.6 Data protection

By participating in the Plan the Participant consents to the holding and processing of personal data provided by the Participant to any Member of the Group, trustee or third party service provider, for all purposes relating to the operation of the Plan. These include, but are not limited to:

- (i) administering and maintaining Participant records;
- (ii) providing information to Members of the Group, trustees of any employee benefit trust, registrars, brokers or third party administrators of the Plan;

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- (iii) providing information to future purchasers of the Company or the business in which the Participant works;

- (iv) transferring information about the Participant to a country or territory outside the European Economic Area that may not provide the same statutory protection for the information as the Participant's home country.

12.7 Consents

All allotments, issues and transfers of Shares will be subject to any necessary consents under any relevant enactments or regulations for the time being in force in the United Kingdom or elsewhere. The Participant will be responsible for complying with any requirements he needs to fulfil in order to obtain or avoid the necessity for any such consent.

12.8 Articles of association

Any Shares acquired under the Plan are subject to the articles of association of the Company from time to time in force.

12.9 Listing

If and so long as the Shares are listed on the Official List and traded on the London Stock Exchange, the Company will apply for listing of any Shares issued under the Plan as soon as practicable.

12.10 Notices

- (i) Save as otherwise provided in this Plan any notice or communication to be given to any person who is or will be eligible to be a Participant may be:
 - (i) delivered by electronic mail and it shall be deemed to have been received upon electronic confirmation of such delivery; or
 - (ii) personally delivered or sent by ordinary post to his last known address and where a notice or communication is sent by post it shall be deemed to have been received 48 hours after the same was put into the post properly addressed and stamped.

Share certificates and other communications sent by post will be sent at the risk of the recipient concerned and neither the Company nor any of its Subsidiaries shall have any liability whatsoever to any such person in respect of any notification, document, share certificate or other communication so given, sent or made.

- (ii) Any notice to be given to the Company or the Trustees shall be delivered or sent to the Company at its registered office, marked for the attention of the Company Secretary, and shall be effective upon receipt. The Board may make other arrangements to receive notices.

13 Changing the Plan and termination

13.1 Committee's powers

Except as described in the rest of this rule 13, the Committee may at any time change the Plan in any way.

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13.2 Shareholder approval

- (i) Except as described in rule (ii), the Company in general meeting must approve in advance by ordinary resolution any proposed change to the Plan to the advantage of present or future Participants, which relates to the following:
 - (I) the persons to or for whom Shares may be provided under the Plan;
 - (II) the limitations on the number of Shares which may be issued under the Plan;
 - (III) the rights of a Participant in the event of a capitalisation issue, rights issue or open offer, sub-division or consolidation of shares or reduction of capital or any other variation of capital of the Company;
 - (IV) the terms of this rule (i).
- (ii) The Committee can change the Plan and need not obtain the approval of the Company in general meeting for any minor changes:
 - (I) to benefit the administration of the Plan;
 - (II) to comply with or take account of the provisions of any proposed or existing legislation;
 - (III) to take account of any changes to legislation; or
 - (IV) to obtain or maintain favourable tax, exchange control or regulatory treatment of the Company, any Subsidiary or any present or future Participant.

13.3 Notice

The Committee may give written notice of any changes made to any Participant affected.

14 Governing law and jurisdiction

English law governs the Plan and all Awards and their construction. The English Courts have non-exclusive jurisdiction in respect of disputes arising under or in connection with the Plan or any Award.

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Schedule

United Kingdom — Approved Options

The Company may designate a Market Value Option as an approved option granted under this schedule (“**Approved Option**”). If it does, the provisions of the rules relating to Market Value Options will apply to such Approved Option, as amended by this schedule. No other types of Awards may be designated as Approved Options under this schedule.

The following definitions apply to this Schedule as well as those set out in the Definitions section of the rules:

“**HMRC**” means “HM Revenue and Customs”;

“**ITEPA**” means “Schedule 4 to the Income Tax (Earnings and Pensions) Act 2003”.

The purpose of the Plan (including, without limitation, this Schedule) is to provide benefits for employees and directors in the form of Options.

1 Eligibility to be granted Approved Options

Approved Options cannot be granted to anybody who is:

- (i) excluded from participation because of paragraph 9 of ITEPA (material interest provisions); or
- (ii) a director who is required to work less than 25 hours a week (excluding meal breaks) for the Company.

2 Timing of grant and conditions

2.1 Any additional conditions imposed under rule 1.5 must relate to the vesting or exercise of Approved Options.

2.2 If the Shares under Option are subject to any restriction, then details of that restriction must be stated and notified to the Participant. The Participant must also be notified at the time of grant of the Option Price, the number of Shares, the exercise period, details of any performance conditions and the circumstances in which the Options may lapse.

3 Shares subject to an Approved Option

The Shares subject to an Approved Option (both at the time of grant and at the time of exercise) must satisfy paragraphs 16 to 20 of ITEPA. If they cease to satisfy paragraphs 16 to 20 of ITEPA the Committee will notify HMRC that it wishes the terms of Approved Options to be disapproved, so that the definition of “Market Value Option” will continue in effect, but the Market Value Option will cease to be an Approved Option and will be treated, for the purposes of the rules, as a Market Value Option.

4 Individual limit on Approved Options

The Committee must not grant an Approved Option to an employee which would cause the aggregate market value of:

- (i) the Shares subject to that Approved Option; and
- (ii) the Shares which he may acquire on exercising other Approved Options; and

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- (iii) the shares which he may acquire on exercising his options under any other HMRC approved discretionary scheme established by the Company or by any of its associated companies (as defined in paragraph 35 of ITEPA)

to exceed the amount permitted under paragraph 6(1) of ITEPA (currently £30,000). For the purposes of this paragraph, market value is calculated as at the date of grant of the options as described in the relevant plan rules.

If the Committee tries to grant an Approved Option which is inconsistent with this paragraph 4, the Approved Option will be limited and will take effect from the Award Date on a basis consistent with this paragraph 4.

5 Variations in share capital, demergers and special distributions

5.1 Adjustments may not be made to Approved Options under rule 7 where there is a demerger (in whatever form), an exempt distribution by virtue of Section 1075 of the Corporation Tax Act 2010 or a special dividend or distribution.

5.2 The Committee cannot adjust the class of Shares comprised in an Approved Option.

5.3 Any adjustment of Approved Options under rule 7 must secure:

- (a) that the total market value of the Shares which may be acquired by the exercise of the Option is immediately after the variation substantially the same as what it was immediately before the variation; and
- (b) the total Option Price at which those Shares may be acquired is immediately after the variation substantially the same as what it was immediately before the variation.

6 Restrictions on exercise of an Approved Option

A Participant may not exercise an Approved Option while he is excluded from being granted an Approved Option under paragraph 9 of ITEPA (material interest provisions).

7 Redundancy

Redundancy, for the purposes of rule 6.2, has the meaning given to that term by the Employment Rights Act 1996.

8 Death

If the Participant dies, the Approved Option may be exercised by his personal representatives within 12 months after his death, after which it will lapse.

9 Exercise and lapse of Approved Options

If the Committee exercises any discretion in relation to an Approved Option, it must do so fairly and reasonably.

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10 Takeovers and restructurings

10.1 Rule 8.2 shall only apply where the court has sanctioned a compromise or arrangement under Section 899 of the Companies Act 2006 applicable to or affecting:

- (a) all the ordinary share capital of the Company or all the shares in the same class of the shares to which the Approved Option relates, or
- (b) all the Shares or all the shares in that same class which are held by a class of shareholders identified otherwise than by reference to their employment or directorships or their participation in the Plan.

10.2 Rule 8.3 shall not apply.

10.3 The following replaces rule 8.5 in relation to Approved Options: If:

- 8.5.1** the events referred to in rules 8.1 or 8.2 are part of an arrangement which will mean that the Company will be under the Control of another company; and
- 8.5.2** the persons who own Shares in the Company immediately before the change of Control will immediately afterwards own at least 75% of the shares in that other company; and
- 8.5.3** Participants are to be offered substitute options under rule 11,
options, which are not exercisable otherwise than under rule 8.1 or 8.2, as the case may be, may not be exercised.

11 Exchange of Approved Options

11.1 If HMRC approval of the terms of Approved Options is to be maintained, Approved Options can only be exchanged, as described in rule 9, if the Acquiring Company:

obtains Control of the Company as a result of making a general offer to acquire:

the whole of the issued ordinary share capital of the Company (other than that which is already owned by it and its subsidiary or holding company) made on a condition such that, if satisfied, the Acquiring Company will have Control of the Company; or

all the Shares (or all those Shares not already owned by the Acquiring Company or its subsidiary or holding company); or

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11.1.2 obtains Control of the Company under a compromise or arrangement sanctioned by the court under Section 899 of the Companies Act 2006 applicable to or affecting:

- (a) all the ordinary share capital of the Company or all the shares in the same class of the shares to which the Approved Option relates, or
- (b) all the Shares or all the shares in that same class which are held by a class of shareholders identified otherwise than by reference to their employment or directorships or their participation in the Plan; or

becomes bound or entitled to acquire Shares under Chapter 3 of Part 28 of the Companies Act 2006 or other local legislation which HMRC agrees is equivalent.

11.2 Approved Options must be exchanged within the period referred to in paragraph 26(3) of ITEPA and subject to paragraph 11.4, by agreement between the Participant and the Acquiring Company.

- 11.3** The new Award will be in respect of shares which satisfy the conditions of paragraph 27(4) of ITEPA, in a body corporate falling within paragraph 16(b) or (c) of ITEPA and any performance condition applying to the new Award must be no more difficult to satisfy than the Performance Condition applying to the existing Award.
- 11.4** The new Award must be equivalent to the old options and thus for the new Awards
- (a) the shares to which they relate must meet the conditions in paragraphs 16 to 20 (types of share that may be used),
 - (b) they must be exercisable in the same manner as the old options and subject to the provisions of the Plan as it had effect immediately before the release of the old options,
 - (c) the total market value of the shares subject to the old options immediately before the release of those options by the participant must be substantially the same as the total market value, immediately after the grant of the new Awards to the participant, of the shares subject to those Awards, and
 - (d) the total amount payable by the participant for the acquisition of shares under the new Awards must be substantially the same as the total amount that would have been so payable under the old options.

For the purposes of this paragraph the market value of any shares is to be determined using a methodology agreed by HMRC.

- 11.5** The following replaces rule 9.2.5:

9.2.5 is governed by the Plan as if references to Shares were references to shares over which the new award is granted and as if references to the Company in rules 3-14 and the Schedule (other than rule 13) (including any such references as occur in expressions which are defined in rule 1 and used in those rules) were references to the Acquiring Company or the body corporate determined under rule 9.2.1.

12 Alternative ways to satisfy Options and adjustment

Rules 5.5 and 5.8 do not apply in relation to Approved Options.

13 Joining a competitor

The following replaces rule 5.7 in relation to Approved Options:

If a Participant ceases to be an employee or director of a Member of the Group and within 12 months of cessation joins a competitor organisation (as determined by the Committee), all unvested Approved Options will forthwith lapse.

14 Changing the terms of Approved Options

- 14.1** The Committee need not obtain the approval of the Company in general meeting for any minor changes which are necessary or desirable in order to obtain or maintain HMRC approval for the terms of Approved Options under ITEPA or any other enactment.

15 Withholding of tax

The following replaces rule 5.6 in relation to Approved Options:

Unless the Optionholder discharges any liability that may arise himself, the Company, any employing company or the trustee of any employee benefit trust from which Shares may be provided may make the necessary arrangements after the exercise of an Option to withhold an amount sufficient to meet any liability to taxation or social security contributions in respect of that exercise for which the Company is obliged to account on behalf of an Optionholder. These arrangements may include the sale of sufficient Shares on behalf of an Optionholder.

16 Terms of employment

The following replaces rule 11 in relation to Approved Options:

- 16.1** For the purposes of this rule, "Employee" means any employee of a Member of the Group.
- 16.2** This rule applies during an Employee's employment and after the termination of an Employee's employment, whether or not the termination is lawful.
- 16.3** Nothing in the rules or the operation of the Plan forms part of the contract of employment of an Employee. The rights and obligations arising from the employment relationship between the Employee and the Company are separate from, and are not affected by, the Plan. Participation in the Plan does not create any right to, or expectation of, continued employment.
- 16.4** No employee has a right to participate in the Plan. Participation in the Plan or the grant of Options on a particular basis in any year does not create any right to or expectation of participation in the Plan or the grant of Approved Options on the same basis, or at all, in any future year.
- 16.5** Subject to paragraph 9 of this Schedule, the terms of the Plan do not entitle the Employee to the exercise of any discretion in his favour.
- 16.6** The Employee will have no claim or right of action in respect of any decision, omission or discretion, not relating to a subsisting option, which may operate to the disadvantage

of the Employee even if it is unreasonable, irrational or might otherwise be regarded as being in breach of the duty of trust and confidence (and/or any other implied duty) between the Employee and his employer.

- 16.7** Subject to paragraph 9 of this Schedule, the Employee will have no claim or right of action in respect of any decision, omission or discretion relating to a subsisting option which may operate to the disadvantage of the Employee.
- 16.8** Subject to paragraph 9 of this Schedule, no Employee has any right to compensation for any loss in relation to the Plan, including any loss in relation to:
- (i) any loss or reduction of rights or expectations under the Plan in any circumstances (including lawful or unlawful termination of employment);
 - (ii) any exercise of a discretion or a decision taken in relation to an Approved Option or to the Plan, or any failure to exercise a discretion or take a decision;
 - (iii) the operation, suspension, termination or amendment of the Plan.
- 16.9** Participation in the Plan is permitted only on the basis that the Participant accepts all the provisions of the Rules, including this Rule. By participating in the Plan, an Employee waives all rights under the Plan, other than the right to exercise an Approved Option subject to and in accordance with the express terms of the rules and the Performance Condition, in consideration for, and as a condition of, the grant of an Approved Option under the Plan.

Nothing in this Plan confers any benefit, right or expectation on a person who is not an Employee. No such third party has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Plan. This does not affect any other right or remedy of a third party which may exist.

RULES OF THE
INDIVIOR UK
SAVINGS RELATED SHARE OPTION PLAN

SLAUGHTER AND MAY
One Bunhill Row
London EC1Y 8YY

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1 Definitions and interpretation

1.1 In this Plan, the following words and expressions shall, where the context so permits, have the following meanings:

“Act” means the Income Tax (Earnings and Pensions) Act 2003;

“Associated Company” has the meaning given by paragraph 47 (1) of Schedule 3 to the Act except in relation to Rule 6.6 where it will have the meaning given by paragraph 35 (4) of Schedule 3;

“Auditors” means the auditors for the time being of the Company;

“Bonus” means any sum payable by way of terminal bonus under a Savings Contract being the additional payment made by the nominated Savings Authority when repaying contributions under a Savings Contract and:

(a) “Three Year Bonus” shall mean the Bonus payable under a Three Year Savings Contract; and

(b) “Five Year Bonus” shall mean the Bonus payable on the first date on which a Bonus is payable under a Five Year Savings Contract.

“Bonus Date” means the earliest date on which the relevant Bonus is payable;

“Company” means Indivior PLC registered in England and Wales under no.9237894, which for the purposes of the Rules may act through the Directors, or any employee or employees of it authorised to act;

“Control” has the meaning given by section 995 of the Income Tax Act 2007; “Date of Grant” means the date on which an Option is granted;

“Dealing Day” means a day on which the London Stock Exchange is open for business;

“Directors” means the board of directors from time to time of the Company or a duly authorised committee of it;

“Eligible Employee” means:

(a) any person who is an employee or Full-Time Director of any Participating Company who:

- (i) has such qualifying period (if any) of continuous service (being a period commencing not earlier than five years prior to the Date of Grant) as the Directors may in their absolute discretion and from time to time determine; and
- (ii) receives earnings in respect of his office or employment which are general earnings to which section 15 of the Act applies (or would apply if there were any);

(b) any other director or employee of any Participating Company whom the Directors may in their absolute discretion and from time to time select.

“Exercise Price” means the price at which each Share the subject of an Option may be acquired on the exercise of that Option, being (subject to Rule 10) not less than:

- (a) eighty per cent (80%) of the Market Value of a Share (or such other percentage as shall from time to time be specified in paragraph 28 (1) of Schedule 3); or
- (b) if greater, and Shares are to be acquired by subscription, the nominal value of a Share;

“Full-Time Director” means an employee who is a director of any Participating Company and normally devotes not less than 25 hours per week (excluding meal breaks and normal holiday entitlement or such other number of hours as may be required by HMRC for the purposes of paragraph 6 of Schedule 3) to his duties;

“Grant Period” means the period during which the Directors may invite Eligible Employees to apply for Options as specified in Rule 2.1;

“Group” means the Company and all its Subsidiaries;

“Group Company” means any company in the Group;

“HMRC” means H. M. Revenue & Customs;

“London Stock Exchange” means The London Stock Exchange plc; “Market Value” means the lowest of the following:

- (a) the market value of a Share on the date on which the invitation is made in accordance with Rule 2 (the “relevant date”);
- (b) the average of the market values of a Share for the three Dealing Days immediately preceding the relevant date;
- (c) the average of the market values of a Share for the five Dealing Days immediately preceding the relevant date,

with the market value of a Share being determined in accordance with Part VIII of the Taxation of Chargeable Gains Act 1992 and for these purposes the Market Value of a Share subject to a restriction is to be determined as if it was not subject to a restriction;

“Maximum Contribution” means the maximum aggregate Monthly Contribution which an Optionholder may make under all Savings Contracts linked to options granted to him under the Plan or any other savings-related share option plan approved by HMRC under Part 8 of Schedule 3, being the lesser of:

- (a) £500 per month or, if higher, the maximum amount specified in paragraph 25(3) of Schedule 3 from time to time; and
- (b) such other maximum Monthly Contribution as may be determined from time to time by the Directors which need not be the same in relation to all Eligible Employees provided that it does not infringe the requirements of paragraph 7 of Schedule 3 (participation on similar terms);

“Monthly Contribution” means the monthly contribution agreed to be paid by an Optionholder under the relevant Savings Contract;

“Option” means a right granted or to be granted to acquire Shares pursuant to the Rules;

“Optionholder” means any person (including where the context permits the personal representatives of such a person) who holds an Option;

“Participating Company” means any Group Company which the Company has determined shall be a participating company for the purposes of the Plan;

“Plan” means this plan, being the Indivior UK Savings Related Share Option Plan constituted by the Rules as from time to time amended;

“Rules” means these rules together with any amendment effected in accordance with Rule 12;

“Savings Authority” means the building society or bank recognised by the Directors from time to time for the purpose of receiving Monthly Contributions under Savings Contracts;

“Savings Contract” means a savings contract under a certified SAYE savings arrangement (within the meaning of paragraph 48(1) of Schedule 3 and “Three Year Savings Contract” and “Five Year Savings Contract” shall be construed accordingly;

“Schedule 3” means Schedule 3 to the Act;

“Share” means a fully paid ordinary share in the capital of the Company which satisfies the requirements of paragraphs 18 to 22 of Schedule 3 at both the Date of Grant and date of exercise of an Option;

“Subsidiary” means a company which is a subsidiary of the Company within the meaning of section 1159 of the Companies Act 2006; and

- 1.2 References to any statutory provision are to that provision as amended or re-enacted from time to time (and any regulations made under it), and, unless the context otherwise requires, words in the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.
- 1.3 The purpose of the Plan is to provide in accordance with Schedule 3 benefits to Eligible Employees in the form of share options. The Plan may not provide benefits to employees or directors other than in accordance with Schedule 3.
- 2 Invitations to apply for Options
 - 2.1 The Directors may, in their absolute discretion, decide whether or not to operate the Plan. If they do so decide, they will invite all Eligible Employees to apply for the grant of Options at any time during the period of 30 days (or 42 days in the event that applications are scaled down under Rule 3) after any of the following:
 - 2.1.1 the announcement by the Company of its results for any period or the issue by the Company of any prospectus, listing particulars or other document containing equivalent information relating to Shares; or
 - 2.1.2 a day on which an announcement is made of a new prospectus for certified SAYE savings arrangements (within the meaning of section 703(1) of the Income Tax (Trading and Other Income) Act 2005) for the purposes of Schedule 3; or

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- 2.1.3 a day on which an announcement is made of amendments to be made to the Act (so far as those changes affect savings — related share option plans approved by HMRC) or a day on which any such amendments come into force; or
 - 2.1.4 any general meeting of the Company’s shareholders; or
 - 2.1.5 any day on which they resolve that exceptional circumstances exist which justify the grant of Options.
- 2.2 Such invitations shall be made in writing to all Eligible Employees and shall include details of the following matters which shall be determined by the Directors:
 - 2.2.1 the Exercise Price or the means by which it will be notified to Eligible Employees;
 - 2.2.2 the latest date by which applications must be received, being neither earlier than 14 days nor later than 28 days after the date of the invitations;
 - 2.2.3 the Maximum Contribution; and
 - 2.2.4 whether the applicable Savings Contract(s) being offered are:
 - (i) a Three Year Savings Contract; or
 - (ii) a Five Year Savings Contract; or
 - (iii) either a Three Year Savings Contract or a Five Year Savings Contract, as the applicant shall select; or
 - (iv) a combination of a Three Year Savings Contract and a Five Year Saving Contract (subject always to the Maximum Contribution).
- 2.3 Each invitation shall be accompanied by:
 - 2.3.1 a proposal form for a Savings Contract; and
 - 2.3.2 an application form.
- 2.4 An application form shall be in such form as the Directors may from time to time prescribe save that it must provide for the applicant to state:
 - 2.4.1 the Monthly Contribution (being a multiple of £1 and not less than £10) which he wishes to make under the related Savings Contract; and
 - 2.4.2 that his proposed Monthly Contribution (when taken together with any Monthly Contribution he makes under any other Savings Contract linked to an option granted to him under the Plan or any other savings-related share option plan which satisfies the requirements of Schedule 3) will not exceed the Maximum Contribution; and
 - 2.4.3 if the Directors have determined that an applicant may select either a Three Year Savings Contract and/or a Five year Savings Contract, his selection in that respect.
- 2.5 Each application shall provide that, in the event of scaling down in accordance with Rule 3, the Directors are authorised by the applicant to modify his application to reflect such scaling down.

- 2.6 Subject to Rule 2.7 and Rule 3, each application shall be deemed to be for an Option over such number of whole Shares as can be acquired at the Exercise Price with the expected repayment under the related Savings Contract at the appropriate Bonus Date.
- 2.7 If an application for a Savings Contract specifies a Monthly Contribution which, when added to any other Monthly Contributions already being made or proposed to be made by the Eligible Employee, exceeds the Maximum Contribution, that application may be modified by the Company down to the maximum possible amount.
- 3 Scaling down
- 3.1 To the extent that valid applications are received in excess of any maximum number of Shares which may be determined by the Directors or the limit in Rule 5, the Directors shall scale down applications in the same manner in order to eliminate the excess by:
- 3.1.1 excluding the Bonuses under the relevant Savings Contracts; and/or
- 3.1.2 reducing pro-rata the proposed Monthly Contributions in excess of £10; and/or
- 3.1.3 each application for a Savings Contract with a Five Year Bonus will be deemed to be an application for a Savings Contract with a Three Year Bonus; and/or
- 3.1.4 so far as necessary, selecting by lot.
- 3.2 Where applications are scaled down in accordance with Rule 3.1 all relevant applications shall be deemed to have been amended or withdrawn, as the case may be.
- 3.3 If the number of Shares is insufficient to enable an Option based on a £10 per month contribution to be granted to each Eligible Employee who has made a valid application, the Company may, as an alternative to selecting by lot, determine in its absolute discretion that no Options will be granted.
- 4 Grant of Options
- 4.1 No Option shall be granted after whichever is the earlier of:
- 4.1.1 30 days (or 42 days, or such longer period as may be agreed with HMRC, in the event that applications are scaled down under Rule 3) after the day(s) by reference to which the Exercise Price was fixed; and
- 4.1.2 the last day of the applicable Grant Period.
- 4.2 No Option shall be granted to a person unless at the Date of Grant he is an Eligible Employee. No payment will be required for the grant of an Option.
- 4.3 As soon as is practicable after having granted an Option to an Eligible Employee the Company shall issue to him, or procure the issue to him of, an option certificate. The option certificate shall be in such form determined by the Directors from time to time and shall state:
- 4.3.1 the Date of Grant of the Option;
- 4.3.2 the number of Shares over which the Option is granted;
- 4.3.3 the Exercise Price payable for each Share subject to the Option; and
- 4.3.4 if the Shares are subject to any restriction, details of the restriction.

- 4.4 Subject to the right of an Optionholder's personal representatives to exercise an Option as provided in Rule 6.4, every Option shall be personal to the Eligible Employee to whom it is granted and any purported assignment, transfer, charge, disposal or dealing with the rights or interests of the Optionholder under the Plan shall render the Option void.
- 5 Plan limits
- 5.1 On or before the date upon which invitations are issued on any occasion the Board may determine a limit on the number of Shares over which applications for Options will be accepted on that occasion.
- 5.2 The nominal amount of Shares over which the Board may grant Options on any date shall be limited so that it does not exceed the limit set out in Rule 5.3. This limitation only applies to Options which are to be satisfied (directly or indirectly) by the issue of new Shares or the transfer of treasury Shares.
- 5.3 The limit is 10 per cent of the nominal amount of the Company's Equity Share Capital on the day preceding the Date of Grant, less the total nominal amount of:
- 5.3.1 Shares allocated in respect of awards granted within the previous 10 years under any employee share scheme, and
- 5.3.2 Shares remaining to be allocated in respect of awards granted on the same date or within the previous 10 years under any employee share scheme, and

- 5.3.3 Shares allocated on the same date or within the previous 10 years under any employee share scheme otherwise than in respect of an award.
- 5.4 Where an individual is granted two options on terms that the exercise of one will automatically result in a reduction to the extent to which the other may be exercised and vice versa, then for the purposes of this Rule 5 it shall only be necessary to take into account that number of Shares which could be acquired in respect of those options having regards to those terms.
- 5.5 For the purposes of Rule 5:
- 5.5.1 “allocate” means the issue of new Shares or the transfer of treasury Shares in satisfaction (directly or indirectly) of a person’s rights under an award;
- 5.5.2 an “award” means any right to acquire or receive Shares whether conditional or unconditional;
- 5.5.3 an “employee share scheme” means any scheme for employees of the Group which has been approved by the Company or Reckitt Benckiser plc (registered in England under no. 527217) in general meeting;
- 5.5.4 “treasury Shares” has the same meaning as in Chapter 6 of the Companies Act 2006;
- 5.5.5 no account will be taken of Shares acquired by an employee or former employee (or the personal representatives of such a person) where the Shares are acquired for a price equal to their market value at or about the date of acquisition and the cost of those Shares is borne by (or by the estate of) the employee or former employee;

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- 5.5.6 subject to Rule 5.5.7, no account will be taken of an award if and to the extent to which the Board considers that it will be satisfied by the transfer of existing Shares other than treasury Shares;
- 5.5.7 any Shares allocated or remaining to be allocated to the trustee of any trust which were used or which are to be used to satisfy awards granted under an employee share scheme must be treated as having been allocated or as remaining to be allocated in respect of those awards unless the Shares were acquired by the trustee pursuant to a rights issue or other opportunity offered to the trustee in respect of Shares other than Shares previously allocated to it; and
- 5.5.8 where an award was granted in consideration of the release by the holder of an award previously granted to him under an employee share scheme, then the earlier award shall be ignored and the later award shall be deemed to have been granted at the same time as the earlier award.
- 5.6 No Option shall be granted under this Scheme after 30 November, 2024.
- 6 Rights of Exercise and Lapse of Options
- 6.1 Save as provided in Rules 6.3 (death), 6.4 (good leavers) and 8 (takeovers etc), an Option may be exercised only during the period commencing with the Bonus Date under the related Savings Contract.
- 6.2 Save as provided in Rules 6.3, 6.4 and 6.5, an Option may only be exercised by an Optionholder while he is a director or employee of a Participating Company.
- 6.3 An Option may be exercised by the personal representatives of a deceased Optionholder:
- 6.3.1 during the period of one year following the date of the Optionholder’s death if such death occurs before the Bonus Date; or
- 6.3.2 during the period of one year following the Bonus Date if the Optionholder’s death occurs on or within the period of six months of the Bonus Date.
- 6.4 Subject to Rule 6.5, if an Optionholder ceases to hold any office or employment with a Participating Company on account of:
- 6.4.1 injury, ill-health or disability (evidenced to the satisfaction of the Directors); or
- 6.4.2 redundancy (within the meaning of the Employment Rights Act 1996); or
- 6.4.3 retirement; or
- 6.4.4 the transfer of the undertaking or part-undertaking in which the Optionholder is employed to a person other than a Group Company; or
- 6.4.5 the Company by which the Optionholder is employed ceasing to be under the Control of the Company; or
- 6.4.6 provided more than three years have elapsed since the relevant Date of Grant pregnancy, and for the purposes of the Plan, a woman who leaves employment due to pregnancy or confinement will be regarded as having left such employment on the earlier of the date she notifies the relevant Participating Company of her intention not to return or the date on which she ceases to have a statutory or contractual right to return to work,

the Option may be exercised within the period of six months following such cessation.

- 6.5 An Optionholder shall not be treated as having ceased to hold any office or employment with a Participating Company for the purposes of this Rule 6 if he continues to hold any office or employment with an Associated Company.
- 6.6 An Option shall lapse on the occurrence of the earliest of the following:
- 6.6.1 subject to Rule 6.6.2 below, the expiry of the period of six months after the Bonus Date;
 - 6.6.2 where the Optionholder has died, the expiry of the period during which the Option may be exercised in accordance with Rule 6.3;
 - 6.6.3 the expiry of any of the applicable periods specified in Rules 6.3 (exercise by personal representatives) and 6.4 (good leavers) but if an Optionholder dies while time is running under Rule 6.4, the Option shall not lapse until the expiry of the relevant period in Rule 6.3;
 - 6.6.4 subject to Rule 9 (exchange of options on a takeover), the expiry of any of the applicable periods in Rules 8.1, 8.2, 8.3 and 8.4 (takeovers etc);
 - 6.6.5 subject to Rule 6.5 (retaining an office or employment with an Associated Company etc), the date on which an Optionholder ceases to be a director or employee of a Participating Company for any reason other than his death or those specified in Rule 6.4 (good leavers);
 - 6.6.6 the date on which a resolution is passed, or an order is made by the Court, for the compulsory winding up of the Company;
 - 6.6.7 the date on which the Optionholder becomes bankrupt or does or omits to do anything as a result of which he is deprived of the legal or beneficial ownership of the Option; and
 - 6.6.8 where, before an Option has become capable of being exercised, the date on which the Optionholder:
 - (i) gives notice that he intends to stop paying Monthly Contributions;
 - (ii) is deemed under the terms of the Savings Contract to have given such notice; or
 - (iii) makes an application for the repayment of Monthly Contributions.

7 Exercise of Options

- 7.1 An Option may only be exercised with monies not exceeding the amount of repayment (including any Bonus or interest) made under the related Savings Contract. For this purpose, repayment under the Savings Contract shall exclude the repayment of any Monthly Contribution the due date for payment of which falls more than one month after the date on which repayment is made.
- 7.2 Save as otherwise provided in the Rules, an Option shall be exercisable in whole or in part but only on one occasion, by notice in writing (in the form prescribed by the Directors) given by the Optionholder (or his personal representatives) to the Company (or to a duly authorised agent of the Company). The notice of exercise of the Option

shall be accompanied by the relevant option certificate and a remittance in cleared funds for the aggregate Exercise Price payable.

- 7.3 As soon as reasonably practicable (and not later than 30 days) after the Option exercise the Directors shall allot or procure the transfer of the Shares to the Optionholder (or his nominee) in respect of which the Option has been validly exercised.
- 7.4 The allotment or transfer of any Shares pursuant to the Plan will be subject to obtaining any applicable approval or consent.
- 7.5 Shares allotted under the Plan shall rank *pari passu* in all respects with the Shares of the same class for the time being in issue save as regards any rights attaching to such Shares by reference to a record date prior to the date of allotment and, in the case of a transfer of existing Shares, the transferee shall not acquire any rights attaching to such Shares by reference to a record date prior to the date of such transfer.
- 7.6 If and so long as the Shares are listed on the London Stock Exchange, the Company shall apply to the London Stock Exchange for the Shares allotted pursuant to the Plan to be admitted to the Official List of the UK Listing Authority.

8 Takeovers and Liquidation

- 8.1 Subject to Rule 8.5, if any person (either alone or together with any person acting in concert with him) obtains Control of the Company as a result of making:
- 8.1.1 a general offer to acquire the whole of the issued ordinary share capital of the Company (or such part as is not already owned by the offeror or any person acting in concert with the offeror) which is made on a condition such that if it is satisfied the person making the offer together with persons acting in concert with him, will have Control of the Company; or
 - 8.1.2 a general offer to acquire all the shares in the Company which are of the same class as the Shares,
- any Option may be exercised immediately before and conditionally upon such change of Control or within six months thereafter.
- 8.2 Subject to Rule 8.5, if under section 899 of the Companies Act 2006 (or in either case closely comparable overseas legislation), the Court sanctions a compromise or arrangement applicable to or affecting:

- (a) all the ordinary share capital of the Company or all the Shares of the same class as the Shares to which the Option relates; or
- (b) all the Shares or all the Shares of that same class, which are held by a class of shareholders identified otherwise than by reference to their employment or directorships or their participation in an approved SAYE Option Scheme,

then any Option may be exercised within 6 months of the Court sanctioning such compromise or arrangement.

- 8.3 Subject to Rule 8.5, if any person becomes bound or entitled to acquire Shares under Chapter 3 of Part 28 of the Companies Act 2006 (or closely comparable overseas legislation), any unexercised Option may be exercised at any time when that person remains so bound or entitled.

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- 8.4 Subject to Rule 8.5, if the Company passes a resolution for the voluntary winding up of the Company, any outstanding Option may be exercised within 60 days of the passing of the resolution after which, to the extent not exercised, it will lapse.

- 8.5 If:

- 8.5.1 the events referred to in rule 8.1, 8.2, 8.3 or 8.4 are part of an arrangement which will mean that the Company will be under the Control of another company; and
- 8.5.2 the persons who owned Shares in the Company immediately before the change of Control will immediately afterwards own at least 75% of the shares in that other company; and
- 8.5.3 Optionholders are to be offered substitute options under Rule 9,

then Options which are not exercisable otherwise than as a consequence of those Rules may not be exercised.

- 9 Exchange of Options on a Takeover

- 9.1 Notwithstanding the provisions of Rule 8, if any company (the “Acquiring Company”) obtains Control of the Company or becomes bound or entitled to acquire shares in the Company within any of the sets of circumstances specified in Rules 8.1, 8.2 and 8.3, any Optionholder may at any time within the periods specified in those Rules, by agreement with the Acquiring Company, release his Option (the “Old Option”) in consideration of the grant to him of a new option (the “New Option”) which is equivalent to the Old Option (by virtue of satisfying the requirements of paragraph 39 of Schedule 3 but relates to shares in a different company (whether the Acquiring Company itself or some other company falling within paragraph (b) or (c) of paragraph 18 of Schedule 3).

- 9.2 Where the “New Options” are granted pursuant to Rule 9.1 they shall be regarded for the purposes of the subsequent application of the provisions of the Plan as having been granted at the time when the corresponding Old Options were granted and, with effect from the date on which the New Options are granted:

- 9.2.1 save for the definitions of “Participating Company” and “Group Company” in Rule 1, references to the “Company” (including the definition in Rule 1 shall be construed as being references to the Acquiring Company or such other company to whose shares the New Option relates;
- 9.2.2 references to “Shares” (including the definition in Rule 1) shall be construed as being references to shares in the Acquiring Company or shares in such other company to which the New Options relate but references to Participating Company shall continue to be construed as if references to the Company were references to Indivior;
- 9.2.3 the Savings Contract made in connection with the Old Option has been made in connection with the New Option; and
- 9.2.4 the Bonus Date in relation to the New Option was the same as in relation to the Old Option.

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- 10 Variation of Share Capital

- 10.1 In the event of any capitalisation (other than a scrip issue), rights issue, consolidation, subdivision, reduction or other variation of the share capital of the Company:

- 10.1.1 the number of Shares comprised in an Option;

- 10.1.2 their Exercise Price;

- 10.1.3 where an Option has been exercised but no Shares have been allotted or transferred in satisfaction of such exercise, the number of Shares to be so allotted or transferred and their Exercise Price;

may be varied in such manner as the Directors shall determine provided that:

- (i) the variation or variations made under this Rule 10 must (in particular) secure:

- (a) that the total market value of the Shares which may be acquired by the exercise of the Option is immediately after the variation or variations substantially the same as what it was immediately before the variation or variations; and
 - (b) that the total price at which those Shares may be acquired is immediately after the variation or variations substantially the same as what it was immediately before the variation or variations; and
 - (ii) except as provided in Rules 10.2 and 10.3, no variation shall be made which would result in the Exercise Price for an allotted Share being less than its nominal value.
- 10.2 Any adjustment made to the Exercise Price of unissued Shares which would have the effect of reducing the Exercise Price to less than the nominal value of the Shares shall only be made if and to the extent that the Directors are authorised to capitalise from the reserves of the Company a sum equal to the amount by which the nominal value of the Shares in respect of which the Option is exercisable exceeds the adjusted Exercise Price. The Directors may apply such sum in paying up such amount on such Shares so that on the exercise of any Option in respect of which such a reduction shall have been made, the Directors shall capitalise such sum (if any) and apply the same in paying up such amount as aforesaid.
- 10.3 Where an Option subsists over both issued and unissued Shares, an adjustment may be only be made under Rule 10.2 if the reduction of the Exercise Price in relation to Options over both issued and unissued Shares can be made to the same extent.
- 10.4 The Directors may take such steps as they consider necessary to notify Optionholders of any adjustment made under this Rule 10 and to call in, cancel, endorse, issue or re- issue any option certificate consequent upon such adjustment.
- 11 Administration
- 11.1 The Directors shall have power from time to time to make and vary such regulations (not being inconsistent with this Plan) for the implementation and administration of this Plan as they think fit.
- 11.2 The decision of the Directors shall be final and binding in all matters relating to this Plan (other than in the case of matters to be determined or confirmed by the auditors for the time being of the Company in accordance with this Plan).

- 11.3 The costs of establishing and administering this Plan shall be borne by the Company. However, the Company may require any Participating Company to enter into such arrangement with it as it shall deem necessary for each Participating Company to bear the costs borne by the Company directly or indirectly in respect of such participating Company's employees.
- 11.4 The Company may, but shall not be obliged to, provide Eligible Employees or Optionholders with copies of any notices circulars or other documents sent to shareholders of the Company.
- 12 Amendments
- 12.1 Subject to Rules 12.2 and 12.3 the Rules may be amended in any respect by the Directors.
- 12.2 If and for so long as the Shares are admitted to the "Official List" of the London Stock Exchange no amendment to the advantage of Optionholders or Eligible Employees (except for an amendment which could be included in an additional section adopted under this Rule 12) can be made to the provisions in the Rules (if any) relating to:
- 12.2.1 who can be an Optionholder or Eligible Employee;
 - 12.2.2 the number of Shares which can be allocated under the Plan; and
 - 12.2.3 the basis for determining an Optionholder's entitlement to and the terms of the Shares and any adjustment in the event of a variation in the share capital of the Company as described in Rule 10.
- without the approval by ordinary resolution of the Company in general meeting, except for minor amendments to benefit the administration of the Plan, to take account of a change in legislation or to obtain or maintain favourable tax, exchange control or regulatory treatment for Optionholders or Eligible Employees or for a member of the Group.
- 12.3 No amendment will be made under Rule 12.2 which would abrogate or materially affect adversely the existing rights of an Optionholder unless it is made with his written consent or by a resolution passed as if the Options constituted a separate class of share capital and the provisions of the Articles of Association of the Company and of the Companies Act 2006 relating to class meetings (with the necessary amendments) applied to that class.
- 12.4 Written notice of any amendment to the Plan shall be given to all Optionholders affected thereby.
- 12.5 The Company can adopt additional sections of the Rules, applicable in any jurisdiction, under which Options may be subject to additional and/or modified terms and conditions, having regard to any securities, exchange control or taxation laws, which may apply to the Optionholder, the Company, any Participating Company or Associated Company. Any additional sections must conform to the basic principles of the Plan and must not enlarge to the benefit of Optionholders the limits in the Rules.

- 13.1 The Plan will terminate on 30 November, 2024. On termination, no further Options may be granted but such termination shall be without prejudice to any accrued rights in existence at the date thereof.
- 13.2 The Company will at all times keep available sufficient authorised and unissued Shares, or shall ensure that sufficient Shares will be available, to satisfy the exercise to the full extent still possible of all subsisting Options, taking account of any other obligations of the Company to issue Shares.
- 13.3 In the event that the Directors decide to grant options over issued Shares then the Company and/or any Participating Company may give or procure financial assistance (whether by way of loan, gift, guarantee to a third party lender or otherwise) to the trustee or trustees for the time being of any employee benefit trust established by any Group Company to facilitate the acquisition by such trustee or trustees of the relevant number of Shares, provided that any such financial assistance shall only be given to the extent permitted by Chapter 2 of Part 18 of the Companies Act 2006.
- 13.4 Notwithstanding any other provision of this Plan:
- 13.4.1 this Plan shall not form part of any contract of employment between any Participating Company and any employee of any such company and the rights and obligations of any individual under the terms of his office or employment with any Group Company shall not be affected by his participation in this Plan or any right which he may have to participate in it and this Plan shall afford such an individual no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason whatsoever;
- 13.4.2 no Optionholder shall be entitled to any compensation or damages for any loss or potential loss which he may suffer by reason of being unable to exercise an Option in consequence of the loss or termination of his office or employment with any Group Company for any reason whatsoever;
- 13.4.3 Participation in the Plan does not affect the rights of any Eligible Employee (whether beneficially or adversely) under any pension scheme which relates to his employment. In particular (but without limitation), the contributions payable to such a pension scheme by his employer, and the benefits provided to or in respect of any Eligible Employee under the pension scheme, are not to be increased as a result of their participation in the Plan or the benefits received by them under the Plan;
- 13.4.4 this Plan shall not confer on any person any legal or equitable rights (other than those constituting the Options themselves) against any Group Company directly or indirectly, or give rise to any cause of action at law or in equity against any Group Company.
- 13.5 Save as otherwise provided in this Plan any notice or communication to be given to any Eligible Employee or Optionholder may be:
- 13.5.1 delivered by electronic mail and it shall be deemed to have been received upon electronic confirmation of such delivery; or
- 13.5.2 personally delivered or sent by ordinary post to his last known address and where a notice or communication is sent by post it shall be deemed to have been

received 48 hours after the same was put into the post properly addressed and stamped.

Share certificates and other communications sent by post will be sent at the risk of the Eligible Employee or Optionholder concerned and neither the Company nor any of its Subsidiaries shall have any liability whatsoever to any such person in respect of any notification, document, share certificate or other communication so given, sent or made.

- 13.6 Any notice to be given to the Company shall be delivered or sent to the Company at its registered office, marked for the attention of the Company Secretary, and shall be effective upon receipt. The Board may make other arrangements to receive notices.
- 13.7 This Plan and all Options granted under it shall be governed by and construed in accordance with English law.

Indivior PLC

U. S. Employee Stock Purchase Plan

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ARTICLE I

PURPOSE AND EFFECTIVE DATE

1.1 The purpose of the Indivior PLC U.S. Employee Stock Purchase Plan (the “Plan”) is to provide an opportunity for eligible employees to acquire a proprietary interest in Indivior PLC (the “Company”) through accumulated payroll deductions. It is the intent of the Company to have the Plan qualify as an “employee stock purchase plan” under Section 423 of the Code, including any amendments or replacements of such section. The provisions of the Plan shall be construed to extend and limit participation in a manner consistent with the requirements of Section 423 of the Code.

1.2 The Plan was initially approved by the Remuneration Committee of the Board of Indivior PLC, a company registered in England and Wales, on 19 November 2015 (the “Effective Date”). No option shall be granted under the Plan after the date as of which the Plan is terminated by the Board in accordance with Section 11.7 of the Plan.

ARTICLE II

DEFINITIONS

2.1 “Account” means a recordkeeping account maintained for a Participant to which payroll deductions are credited in accordance with Article VIII of the Plan.

2.2 “Accumulation Period” means, as to the Company or a Participating Subsidiary, a period of six (6) months commencing with the first regular payroll period commencing on or after each successive January 1 and ending on each successive June 30 and a period of six (6) months commencing with the first regular payroll period commencing on or after each successive July 1 and ending on each successive December 31. The Committee may modify (including increasing or decreasing the length of time covered) or suspend Accumulation Periods at any time and from time to time.

2.3 “Administrator” means the persons or committee appointed under Section 3.1 to administer the Plan.

2.4 “Article” means an Article of this Plan.

2.5 “Base Earnings” means base salary and wages payable by the Company or a Participating Subsidiary to an Eligible Employee, prior to pre-tax deductions for contributions to qualified or non-qualified (under the Code) benefit plans or arrangements, and excluding bonuses, incentives and overtime pay but including commissions.

2.6 “Board” means the Board of Directors of the Company or a duly authorized Committee thereof.

2.7 “Code” means the Internal Revenue Code of 1986, as amended.

2.8 “Company” means Indivior PLC, a company registered in England and Wales.

2.9 “Cut-Off Date” means the date established by the Administrator from time to time by which enrollment forms must be received with respect to an Accumulation Period.

2.10 “Eligible Employee” means an Employee, including an employee on an Authorized Leave of Absence (as defined in Section 10.3), but shall exclude any executive directors unless and until the Plan is approved by ordinary resolution of the shareholders in General Meeting.

2.11 “Employee” means an individual who performs services for the Company or a Participating Subsidiary pursuant to an employment relationship described in Treasury Regulations Section 31.3401(c)-1 or any successor provision, or an individual who would be performing such services but for such individual’s Authorized Leave of Absence (as defined in Section 10.3).

2.12 “Enrollment Date” means the first Trading Day of an Accumulation Period beginning on or after January 1, 2016.

2.13 “Exchange Act” means the Securities Exchange Act of 1934.

2.14 “Fair Market Value” means, as of any applicable date:

- (a) If the security is listed on any established stock exchange or traded on the London Stock Exchange, the closing price of the security on such exchange (or the mean between the bid and asked prices for the security if the security is so quoted instead) on the date of determination, as reported in The Wall Street Journal or such other source as the Board deems reliable, or if no such reported sale of the security shall have occurred on such date, on the latest preceding date on which there was such a reported sale, in all cases, as reported in The Wall Street Journal or such other source as the Board deems reliable. Unless otherwise provided by the Board, if there is no closing sales price (or closing bid if no sales were reported) for the security on the date of determination, then the Fair Market Value shall be the mean between the bid and asked prices for the security on the last preceding date for which such quotation exists.
- (b) In the absence of such markets for the security, the value determined by the Board in good faith.

2.15 “Participant” means an Eligible Employee who has enrolled in the Plan pursuant to Article VI. A Participant shall remain a Participant until the applicable date set forth in Article X.

2.16 “Participating Subsidiary” means a Subsidiary incorporated under the laws of any state in the United States, a territory of the United States, Puerto Rico, or the District of Columbia, or such foreign Subsidiary approved under Section 3.3, which has adopted the Plan as a Participating Subsidiary by action of its board of directors and which has been designated by the Board in accordance with Section 3.3 as covered by the Plan, subject to the requirements of Section 423 of the Code except as noted in Section 3.3.

2.17 “Plan” means the Indivior PLC U.S. Employee Stock Purchase Plan, as amended from time to time.

2.18 “Purchase Date” means the specific Trading Day during an Accumulation Period on which Shares are purchased under the Plan in accordance with Article IX. For each Accumulation Period, the Purchase Date shall be the last Trading Day occurring in such Accumulation Period. The Administrator may, in its discretion, designate a different Purchase Date with respect to any Accumulation Period.

2.19 “Qualified Military Leave” means an absence due to service in the uniformed services of the United States (as defined in Chapter 43 of Title 38 of the United States Code) by an individual employee of the Company or a Participating Subsidiary, provided the individual’s rights to reemployment under the Uniformed Services Employment and Reemployment Rights Act of 1994 have not expired or terminated.

2.20 “Section” means a section of this Plan, unless indicated otherwise.

2.21 “Securities Act” means the Securities Act of 1933, as amended.

2.22 “Share” means a share, par value, of Indivior PLC

2.23 “Subsidiary” means any corporation in an unbroken chain of corporations beginning with the Company if, as of the applicable Enrollment Date, each of the corporations other than the last corporation in the chain owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in the chain.

2.24 “Trading Day” means a day the national exchange on which the Shares are listed for trading or, if not so listed, a day the London Stock Exchange is open for trading.

ARTICLE III

ADMINISTRATION

3.1 Subject to Section 11.7, the Plan shall be administered by the Board, or a duly appointed committee of the Board (“Committee”). The Committee shall consist of at least one Board member, but may additionally consist of individuals who are not members of the Board. The Committee shall serve at the pleasure of the Board. If the Board does not so appoint a Committee, the Board shall administer the Plan. Any references herein to “Administrator” are, except as the context requires otherwise, references to the Board or the Committee, as applicable.

3.2 If appointed under Section 3.1, the Committee may select one of its members as chairman and may appoint a secretary. The Committee shall make such rules and regulations for the conduct of its business as it shall deem advisable; provided, however, that all determinations of the Committee

shall be made by a majority of its members.

3.3 The Administrator shall have the power, in addition to the powers set forth elsewhere in the Plan, and subject to and within the limits of the express provisions of the Plan, to construe and interpret the Plan and options granted under it; to establish, amend and revoke rules and regulations for administration of the Plan including determination of beneficiary designation requirements; to determine all questions of policy and expediency that may arise in the administration of the Plan; to allocate and delegate such of its powers as it deems desirable to facilitate the administration and operation of the Plan; and, generally, to exercise such powers and perform such acts as it deems necessary or expedient to promote the best interests of the Company. The Administrator's determinations as to the interpretation and operation of this Plan shall be final and conclusive.

3.4 The Board may designate from time to time which Subsidiaries of the Company shall be Participating Subsidiaries. Without amending the Plan, the Board may adopt special or different rules for the operation of the Plan which allow employees of any foreign Subsidiary to participate in the purposes of the Plan. In furtherance of such purposes, the Board may approve such modifications, procedures, rules or sub-plans as it deems necessary or desirable, including those deemed necessary or desirable to comply with any foreign laws or to realize tax benefits under foreign law. Any such different or special rules for employees of any foreign Subsidiary shall not be subject to Code Section 423 and for purposes of the Code shall be treated as separate and apart from the balance of the Plan.

3.5 This Article III relating to the administration of the Plan may be amended by the Board from time to time as may be desirable to satisfy any requirements of or under the federal securities and/ or other applicable laws of the United States, or to obtain any exemption under such laws.

ARTICLE IV

NUMBER OF SHARES

4.1 Subject to the Plan being approved by ordinary resolution of the shareholders of the Company in General Meeting, the nominal amount of Shares that may be authorized for issuance pursuant to the Plan shall be limited so that it does not exceed the limit set out in Section 4.2. This limitation only applies to the issuance of new Shares or the transfer of Treasury Shares.

4.2 The number of Shares that may be allocated under the Plan on any day cannot, when added to the aggregate of the number of Shares allocated in the period of 10 years ending at that time under the Plan and any other Employees' Share Plan adopted by the Company, exceed the number of Shares that is equal to 10 per cent. of the ordinary share capital of the Company in issue at that time.

4.3 In the event of any reorganization, recapitalization, stock split, stock dividend, combination of shares, merger, consolidation, acquisition of property or shares, separation, asset spin-off, stock rights offering, liquidation or other similar change in the capital structure of the Company, the Board shall make such adjustment, if any, as it deems appropriate in the number, kind and purchase price of the Shares available for purchase under the Plan in order to prevent the dilution or enlargement of a Participant's rights under the Plan. In the event that, at a time when options are outstanding hereunder, there occurs a dissolution or liquidation of the Company, except pursuant to a transaction to which Section 424(a) of the Code applies, each option to purchase Shares shall terminate, but the Participant holding such option shall have the right to exercise his or her option prior to such termination of the option upon the dissolution or liquidation. The Company reserves the right to reduce the number of Shares which Employees may purchase pursuant to their enrollment in the Plan.

ARTICLE V

ELIGIBILITY REQUIREMENTS

5.1 Except as provided in Section 5.2, each individual who is an Eligible Employee of the Company or a Participating Subsidiary on the applicable Cut-Off Date shall become eligible to participate in the Plan in accordance with Article VI as of the first Enrollment Date following the date the individual becomes an Employee of the Company or a Participating Subsidiary, provided that the individual remains an Eligible Employee on the first day of the Accumulation Period associated with such Enrollment Date. Participation in the Plan is entirely voluntary.

5.2 Employees meeting any of the following restrictions are not eligible to participate in the Plan:

- (a) Employees who, immediately upon enrollment in the Plan or upon grant of an Option would own directly or indirectly, or hold options or rights to acquire, an aggregate of five percent (5%) or more of the total combined voting power or value of all outstanding shares of all classes of stock of the Company or any Subsidiary (and for purposes of this paragraph, the rules of Code Section 424(d) shall apply, and stock which the Employee may purchase under outstanding options shall be treated as stock owned by the Employee);
- (b) Employees (other than individuals on Authorized Leave of Absence (as defined in Section 10.3)) who are customarily employed by the Company or a Participating Subsidiary for not more than twenty (20) hours per week; or
- (c) Employees (other than individuals on Authorized Leave of Absence (as defined in Section 10.3)) who are customarily employed by the Company or a Participating Subsidiary for not more than five (5) months in any calendar year.

5.3 The Plan is intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the options shall be granted and may be exercised, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and the options granted hereunder shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

ARTICLE VI

ENROLLMENT

6.1 Eligible Employees are able to enroll in the Plan on the first day of each Accumulation Period. Any Eligible Employee may consent to enrollment in the Plan for an Accumulation Period by completing and signing an enrollment form (which authorizes payroll deductions during such Accumulation Period in accordance with Section 8.1) and submitting such enrollment form to the Company or the Participating Subsidiary on or before the Cut-Off Date specified by the Administrator. Payroll deductions pursuant to the enrollment form shall be effective as of the first payroll period with a pay day after the Enrollment Date for the Accumulation Period to which the enrollment form relates, and shall continue in effect until the earliest of:

- (a) The end of the last payroll period with a payday in the Accumulation Period;
- (b) The date during the Accumulation Period as of which the Employee elects to cease his or her enrollment in accordance with Section 8.3; and
- (c) The date during the Accumulation Period as of which the Employee withdraws from the Plan or has a termination of employment in accordance with Article X.

ARTICLE VII

GRANT OF OPTIONS ON ENROLLMENT

7.1 The automatic enrollment by an Eligible Employee in the Plan as of an Enrollment Date will constitute the grant as of such Enrollment Date by the Company to such Participant of an option to purchase Shares from the Company pursuant to the Plan.

7.2 An option granted to a Participant pursuant to this Plan shall expire, if not terminated earlier for any reason, on the earliest to occur of: (a) the end of the Purchase Date with respect to the Accumulation Period in which such option was granted; (b) the completion of the purchase of Shares under the option under Article IX; or (c) the date on which participation of such Participant in the Plan terminates for any reason.

7.3 As of each Enrollment Date, except as otherwise provided below, on the Enrollment Date of each Accumulation Period, each Participant in such Accumulation Period shall automatically be granted an option to purchase on each Purchase Date during such Accumulation Period (at the applicable purchase price) up to a maximum number of Shares, subject to the terms of the Plan, equal to the quotient of twelve thousand five hundred dollars (\$12,500) divided by the Fair Market Value of a Share on the Enrollment Date of such Accumulation Period, subject to adjustment under Section 4.2 above. The Administrator may, in its discretion and prior to the Enrollment Date of an Accumulation Period change the maximum number of Shares that may be purchased by a Participant in such Accumulation Period or on any Purchase Date within an Accumulation Period.

7.4 Notwithstanding any other provision of this Plan, no Participant may be granted an option which permits his or her rights to purchase Shares under the Plan and any other Code Section 423

employee stock purchase plan of the Company or any of its Subsidiaries or parent companies to accrue (when the option first becomes exercisable) at a rate which exceeds twenty-five thousand dollars (\$25,000) of Fair Market Value of such Shares (determined at the time such option is granted) for each calendar year in which such option is outstanding at any time.

ARTICLE VIII

PAYROLL DEDUCTIONS

8.1 An Employee who files an enrollment form pursuant to Article VI shall elect and authorize in such form to have deductions made from his or her pay on each payday he or she receives a paycheck during the Accumulation Period to which the enrollment form relates, and he or she shall designate in such form the percentage (in whole percentages) of Base Earnings to be deducted each payday during such Accumulation Period. The minimum an Employee may elect and authorize to have deducted is one percent (1%) of his or her Base Earnings paid per pay period in such Accumulation Period, and the maximum is ten percent (10%) of his or her Base Earnings paid per pay period in such Accumulation Period (or such larger or smaller percentage as the Administrator may designate from time to time).

8.2 Except as provided in the last paragraph of Section 6.1, deductions from a Participant's Base Earnings shall commence upon the first payday on or after the commencement of the Accumulation Period, and shall continue until the date on which such authorization ceases to be effective in accordance with Article VI. The amount of each deduction made for a Participant shall be credited to the Participant's Account. All payroll deductions received or held by the Company or a Participating Subsidiary may be, but are not required to be, used by the Company or Participating Subsidiary for any corporate purpose, and the Company or Participating Subsidiary shall not be obligated to segregate such payroll deductions, but may do so at the discretion of the Board.

8.3 As of the last day of any month during an Accumulation Period, a Participant may elect to cease (but not to increase or decrease) payroll deductions made on his or her behalf for the remainder of such Accumulation Period by filing the applicable election with the Company or Participating Subsidiary in such form and manner and at such time as may be permitted by the Administrator. A Participant who has ceased payroll deductions may have the amount which was credited to his or her Account prior to such cessation applied to the purchase of Shares as of the Purchase Date, in accordance with Section 9.1, and receive the balance of the Account with respect to which the enrollment is ceased, if any, in cash. A Participant who has ceased payroll deductions may also voluntarily withdraw from the Plan pursuant to Section 10.1. Any Participant who ceases payroll deductions for an Accumulation Period may re-enroll in the Plan on the next subsequent Enrollment Date following the cessation in accordance with the provisions of Article VI. A Participant who ceases to be employed by the Company or any Participating Subsidiary will cease to be a Participant in accordance with Section 10.2.

8.4 A Participant may not make any separate or additional contributions to his Account under the Plan. Neither the Company nor any Participating Subsidiary shall make separate or additional contributions to any Participant's Account under the Plan.

ARTICLE IX

PURCHASE OF SHARES

9.1 Subject to Section 9.2, any option held by the Participant which was granted under this Plan and which remains outstanding as of a Purchase Date shall be deemed to have been exercised on such Purchase Date for the purchase of the number of Shares (including partial or fractional Shares) which the funds accumulated in his or her Account as of the Purchase Date will purchase at the applicable purchase price (but not in excess of the number of Shares for which options have been

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granted to the Participant pursuant to Section 7.3). Any purchase of Shares will be based on the applicable currency in which the Shares are listed and traded on an established stock exchange on the Purchase Date, and any required currency conversion shall be based on the closing day exchange rates as reported in The Wall Street Journal or such other source as the Board deems reliable. No Shares will be purchased on behalf of any Participant who fails to file an enrollment form authorizing payroll deductions for an Accumulation Period.

9.2 A Participant who holds an outstanding option as of a Purchase Date shall not be deemed to have exercised such option if the Participant elected not to exercise the option by withdrawing from the Plan in accordance with Section 10.1.

9.3 Except as otherwise set forth in this Section 9.3, the purchase price for each Share purchased under any option shall be eighty-five percent (85%) of the lower of:

- (a) The Fair Market Value of a Share on the Enrollment Date on which such option is granted; or
- (b) The Fair Market Value of a Share on the Purchase Date, but, in the case of newly issued Shares, not lower than the par value of a Share.

Notwithstanding the above, the Board may establish a different purchase price for each Share purchased under any option provided that such purchase price is determined at least thirty (30) days prior to the Accumulation Period for which it is applicable and provided that such purchase price may not be less than (i) the purchase price set forth above and (ii)—in the case of newly issued Shares—than the par value per Share.

9.4 If Shares are purchased by a Participant pursuant to Section 9.1, then such Shares shall be held in non-certificated form at a bank or other appropriate institution selected by the Administrator until the earlier of the Participant's termination of employment or the time a Participant requests delivery of certificates representing such shares, which would only be possible if the Board resolved that share certificates shall be issued. If any law governing corporate or securities matters, or any applicable regulation of the Securities and Exchange Commission or other body having jurisdiction with respect to such matters, shall require that the Company or the Participant take any action in connection with the Shares being purchased under the option, delivery of such Shares shall be postponed until the necessary action shall have been completed, which action shall be taken by the Company at its own expense, without unreasonable delay. Shares transferred pursuant to this Section 9.4 shall be registered in the name of the Participant or, if the Participant so elects, in the names of the Participant and one or more such other persons as may be designated by the Participant in joint tenancy with rights of survivorship or in tenancy by the entirety or as spousal community property, or in such forms of trust as may be approved by the Administrator, to the extent permitted by law.

9.5 In the case of Participants employed by a Participating Subsidiary, the Board may provide for Shares to be sold through the Subsidiary to such Participants, to the extent consistent with and governed by Section 423 of the Code.

9.6 If the total number of Shares for which an option is exercised on any Purchase Date in accordance with this Article IX, when aggregated with all Shares previously granted under this Plan, exceeds the maximum number of Shares reserved in Section 4.1, the Administrator shall make a pro rata allocation of the Shares available for delivery and distribution in as nearly a uniform manner as shall be practicable and as it shall determine to be equitable, and the balance of the cash amount credited to the Account of each Participant under the Plan shall be returned to him or her as promptly as administratively practical.

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9.8 If a Participant or former Participant sells, transfers, or otherwise makes a disposition of Shares purchased pursuant to an option granted under the Plan within two years after the date such option is granted or within one (1) year after the Purchase Date to which such option relates, or if the Participant or former Participant otherwise has a taxable event relating to Shares purchased under the Plan, and if such Participant or former Participant is subject to U.S. federal income tax, then such Participant or former Participant shall notify the Company or Participating Subsidiary in writing of any such sale, transfer or other disposition within ten (10) days of the consummation of such sale, transfer or other disposition, and shall remit to the Company or Participating Subsidiary or authorize the Company or Participating Subsidiary to withhold from other sources such amount as the Company may determine to be necessary to satisfy any federal, state, or local tax withholding obligations of the Company or Participating Subsidiary. A Participant must reply to a written request, within ten (10) days of the receipt of such written request, from the Company, Participating Subsidiary, or Administrator regarding whether such a sale, transfer or other disposition has occurred.

The Administrator may from time to time establish rules and procedures (including but not limited to postponing delivery of Shares until the earlier of the expiration of the two (2) year or one (1) year period or the disposition of such Shares by the Participant) to cause the withholding requirements to be satisfied.

ARTICLE X

**WITHDRAWAL FROM THE PLAN; TERMINATION OF EMPLOYMENT;
LEAVE OF ABSENCE;**

10.1 **Withdrawal from the Plan.** Effective as of the last day of any calendar quarter during an Accumulation Period, a Participant may withdraw from the Plan in full (but not in part) by delivering a notice of withdrawal to the Company (in a manner prescribed by the Administrator) at least ten (10) business days prior to the end of such calendar quarter (but in no event later than the June 1 or December 1 immediately preceding the Purchase Date for the Plan's two Accumulation Periods, respectively). Upon such withdrawal from participation in the Plan, all funds then accumulated in the Participant's Account shall not be used to purchase Shares, but shall instead be distributed to the Participant as soon as administratively practical after the end of such calendar quarter, and the Participant's payroll deductions shall cease as of the end of such calendar quarter. An Employee who has withdrawn during an Accumulation Period may not return funds to the Company or a Participating Subsidiary during the same Accumulation Period and require the Company or Participating Subsidiary to apply those funds to the purchase of Shares, nor may such Participant's payroll deductions continue, in accordance with Article VI. Any Eligible Employee who has withdrawn from the Plan may, however, re-enroll in the Plan on the next subsequent Enrollment Date following withdrawal in accordance with the provisions of Article VI.

10.2 **Termination of Employment.** Participation in the Plan terminates immediately when a Participant ceases to be employed by the Company or any Participating Subsidiary for any reason whatsoever, including but not limited to termination of employment, whether voluntary or involuntary, or on account of death, disability, or retirement, or if the participating Subsidiary employing the Participant ceases for any reason to be a Participating Subsidiary. Participation in the Plan also terminates immediately when a Participant ceases to be an Eligible Employee under Article V or withdraws from the Plan. Upon termination of participation such terminated Participant's outstanding options shall thereupon terminate. As soon as administratively practical after termination of participation, the Company shall pay to the Participant or legal representative all amounts accumulated in the Participant's Account and held by the Company at the time of termination of participation, and any Participating Subsidiary shall pay to the Participant or legal representative all amounts accumulated in the Participant's Account and held by the Participating Subsidiary at the time of termination of participation.

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10.3 **Leaves of Absence.**

- (a) If a Participant takes a leave of absence (other than an Authorized Leave of Absence) without terminating employment, such Participant will be deemed to have discontinued contributions to the Plan in accordance with Section 8.3, but will remain a Participant in the Plan through the balance of the Accumulation Period in which his or her leave of absence begins, so long as such leave of absence does not exceed ninety (90) days. If a Participant takes a leave of absence (other than an Authorized Leave of Absence) without terminating employment, such Participant will be deemed to have withdrawn from the Plan in accordance with Section 10.1 if such leave of absence exceeds ninety (90) days.
- (b) An Employee on an Authorized Leave of Absence shall remain a Participant in the Plan and, in the case of a paid Authorized Leave of Absence, shall have deductions made under Section 8.1 from payments that would, but for the Authorized Leave of Absence, be Base Earnings. An Employee who does not return from an Authorized Leave of Absence on the scheduled date (or, in the case of Qualified Military Leave, prior to the date such individual's reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 have expired or terminated) shall be deemed to have terminated employment on the last day of such Authorized Leave of Absence (or, in the case of Qualified Military Leave, the date such reemployment rights expire or are terminated).
- (c) An "Authorized Leave of Absence" means (a) a Qualified Military Leave, and (b) an Employee's absence of more than ninety (90) days which has been authorized, either pursuant to a policy of the Company or the Participating Subsidiary that employs the Employee, or pursuant to a written agreement between the employer and the Employee, which policy or written agreement guarantees the Employee's rights to return to employment.

ARTICLE XII

MISCELLANEOUS

11.1 **Interest.** Interest or earnings will not be paid on any Employee Accounts.

11.2 **Restrictions on Transfer.** The rights of a Participant under the Plan shall not be assignable or transferable by such Participant, and an option granted under the Plan may not be exercised during a Participant's lifetime other than by the Participant. Any such attempt at assignment, transfer, pledge or other disposition shall be without effect, except that the Company may treat such act as an election to withdraw from the Plan in accordance with Section 10.1.

11.3 **Administrative Assistance.** If the Administrator in its discretion so elects, it may retain a brokerage firm, bank, other financial institution or other appropriate agent to assist in the purchase of Shares, delivery of reports or other administrative aspects of the Plan. If the Administrator so elects, each Participant shall (unless prohibited by applicable law) be deemed upon enrollment in the Plan to have authorized the establishment of an account on his or her behalf at such institution. Shares purchased by a Participant under the Plan shall be held in the account in the Participant's name, or if the Participant so indicates in the enrollment form, in the Participant's name together with the name of one or more other persons in joint tenancy with right of survivorship or in tenancy by the entireties or as spousal community property, or in such forms of trust as may be approved by the Administrator, to the extent permitted by law.

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11.4 **Costs.** All costs and expenses incurred in administering the Plan shall be paid by the Company or Participating Subsidiaries, including any brokerage fees on the purchased Shares; excepting that any stamp duties, transfer taxes, fees to issue stock certificates, and any brokerage fees on the sale price applicable to participation in the Plan after the initial purchase of the Shares on the Purchase Date shall be charged to the Account or brokerage account of such Participant.

11.5 **Equal Rights and Privileges.** All Eligible Employees shall have equal rights and privileges with respect to the Plan so that the Plan qualifies as an “employee stock purchase plan” within the meaning of Section 423 or any successor provision of the Code and the related regulations. Notwithstanding the express terms of the Plan, any provision of the Plan which is inconsistent with Section 423 or any successor provision of the Code shall without further act or amendment by the Company or the Board be reformed to comply with the requirements of Code Section 423. This Section 11.5 shall take precedence over all other provisions in the Plan.

11.6 **Applicable Law.** The Plan shall be governed by the substantive laws (excluding the conflict of laws rules) of the State of Delaware.

11.7 **Amendment.** The Board may amend or modify the Plan at any time; provided, however, that no amendment which would amend or modify (i) the definition of Eligible Employees entitled to participate in the Plan, (ii) the maximum number of Shares reserved for sale and issuance under the Plan pursuant to Section 4.2, (iii) the number, kind and purchase price of the Shares available for purchase in order to permit the enlargement of a Participant’s rights under the Plan pursuant to Section 4.3, (iv) the maximum Fair Market Value option amount that a Participant may be granted in a calendar year under the Plan pursuant to Section 7.4, (v) the Plan in a manner requiring stockholder approval under Code Section 423, or (vi) the requirements of any securities exchange on which the Shares are traded shall be effective unless, within one (1) year after it is adopted by the Board, it is approved by ordinary resolution of the shareholders of the Company in general meeting. In addition, the Committee (if appointed under Section 3.1) may amend the Plan as provided in Section 3.3, subject to the conditions set forth therein and in this Section 11.7.

11.8 **Termination.** The Plan will remain in effect until the first to occur of: (i) its termination by the Board, or (ii) the expiry of ten years from the date of adoption of the Plan.

11.9 If the Plan is terminated, the Board may elect to terminate all outstanding options either prior to their expiration or upon completion of the purchase of Shares on the next Purchase Date, or may elect to permit options to expire in accordance with the terms of this Plan (and participation to continue through such expiration dates). If the options are terminated prior to expiration, all funds accumulated in Participants’ Accounts as of the date the options are terminated shall be returned to the Participants as soon as administratively feasible.

11.10 **No Right of Employment.** Neither the grant nor the exercise of any rights to purchase Shares under this Plan nor anything in this Plan shall impose upon the Company or Participating Subsidiary any obligation to employ or continue to employ any employee. The right of the Company or Participating Subsidiary to terminate any employee shall not be diminished or affected because any rights to purchase Shares have been granted to such employee.

11.11 **No Impact on Benefits.** Any grant of an option to purchase Shares pursuant to the Plan shall not be considered compensation for purposes of calculating a Participant’s rights under any employee benefit plan that does not specifically require the inclusion of such grant of an option to purchase Shares in calculating benefits.

11.12 **Requirements of Law.** The Company shall not be required to sell, issue, or deliver any Shares under this Plan if such sale, issuance, or delivery might constitute a violation by the Company or the Participant of any provision of law. Unless a registration statement under the Securities Act is in effect

with respect to the Shares proposed to be delivered under the Plan, the Company shall not be required to issue such Shares if, in the opinion of the Company or its counsel, such issuance would violate the Securities Act. Regardless of whether such Shares have been registered under the Securities Act or registered or qualified under the securities laws of any state, the Company may impose restrictions upon the hypothecation or further sale or transfer of such shares if, in the judgment of the Company or its counsel, such restrictions are necessary or desirable to achieve compliance with the provisions of the Securities Act, the securities laws of any state, or any other law or are otherwise in the best interests of the Company. Any determination by the Company or its counsel in connection with any of the foregoing shall be final and binding on all parties.

The Company may, but shall not be obligated to, register or qualify any securities covered by the Plan. The Company shall not be obligated to take any other affirmative action in order to cause the grant or exercise of any right or the issuance, sale, or deliver of Shares pursuant to the exercise of any right to comply with any law.

11.13 **Gender.** When used herein, masculine terms shall be deemed to include the feminine, except when the context indicates to the contrary.

11.14 **Data Protection.** The Board, the Committee, and any other person or entity empowered by the Board or the Committee to administer the Plan may process, store, transfer or disclose personal data of the Participants to the extent required for the implementation and administration of the Plan. The Board, the Committee and any other person or entity empowered by the Board or the Committee to administer the Restated Plan shall comply with any applicable data protection laws.

11.15 **Withholding of Taxes.** The Company or Participating Subsidiary may withhold from any purchase of Shares under this Plan or any sale, transfer or other disposition thereof any local, state, federal or foreign taxes, employment taxes, social taxes or other taxes at such times and from such other amounts as it deems appropriate. The Company or Participating Subsidiary may require the Participant to remit an amount in cash sufficient to satisfy any required withholding amounts to the Company or Participating Subsidiary, as the case may be.

**RULES OF THE
INDIVIOR GLOBAL
STOCK PROFIT PLAN**

**SLAUGHTER AND MAY
One Bunhill Row
London EC1Y 8YY**

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1 Definitions

1.1 In the Plan references to the following words and expressions bear the following meanings namely:

“**Act**” means the Income Tax (Earnings and Pensions) Act 2003;

“**Board**” means the directors present at a duly convened meeting of the board of directors of the Company (or a duly appointed committee thereof) at which a quorum is present;

“**Bonus Date**” means in relation to any Option, the earliest date upon which the Notional Bonus is deemed payable under the terms of the Related Savings Contract;

“**Company**” means Indivior PLC in England and Wales with No. 9237894;

“**Control**” has the meaning ascribed to it in Section 995 of the Income Tax Act 2007;

“**Date of Grant**” the date on which an Option is granted;

“**Dealing Day**” means a day on which the London Stock Exchange is open for the transaction of business;

“**Eligible Employee**” means any individual who is an employee or director (being also an employee) of a Participating Company (except any such employee or director who is excluded from participation in the Plan under the terms of Rule 2);

“**Equity Share Capital**” has the meaning given to it by Section 548 of the Companies Act 2006;

“**Exercise Price**” means the price at which each Share the subject of an Option may be acquired on the exercise of that Option, being not less than:

- (a) eighty per cent (80 per cent) of the Market Value of a Share (or such other percentage as shall be specified from time to time); or
- (b) if greater, and Shares are to be acquired by subscription, the nominal value of a Share;

“**Group**” means the Company and its Subsidiaries;

“**issue**” means in relation to Shares, the allotment and issue of Shares forming part of the authorised but unissued share capital of the Company and derivative expressions shall be construed accordingly;

“**Local Currency**” means such lawful currency as the Board shall determine to be appropriate for purposes of a Related Savings Contract;

“Local Currency Equivalent” means an amount of money in the Local Currency equivalent to an amount in Pounds Sterling calculated by using the closing exchange rate as quoted in the Financial Times on the relevant day which, unless specified in the Plan, shall be as determined by the Board in advance;

“Local Limit” means any limit on the amount which may be paid by a Participant on the exercise of an Option under the laws or regulations of any jurisdiction in which he resides at the relevant time;

“London Stock Exchange” means the London Stock Exchange plc or any recognised investment exchange for the purposes of the Financial Services and Markets Act 2000 which may take over the function of the London Stock Exchange plc;

“Market Value” means on any day the arithmetic average of the market value of a Share, as derived from the Daily Official List of the London Stock Exchange for the previous five Dealing Days;

“Minimum Monthly Contribution” means in relation to any invitation to participate in the Plan and Options granted in respect of such invitation £5 or such other amount as the Board shall determine as the minimum monthly contribution;

“Notional Bonus” means the notional bonus deemed payable on the third anniversary of the starting date of a Savings Contract (after completion of 36 monthly contributions) and being equivalent to such bonus rate as is prescribed from time to time by the United Kingdom Treasury in relation to three year savings contracts under savings-related share option schemes which satisfy the requirement of the Act);

“Option” means a right granted pursuant to the Plan over Shares and for the time being subsisting, which right:

- (a) in the case of the Trustee, is granted by the Company in respect of Eligible Employees; and
- (b) in the case of Eligible Employees, is granted either by the Company or by the Trustee but (for the avoidance of doubt) in either case involves an obligation by the Company to issue or procure the transfer of Shares due on exercise;

“Participant” means an Eligible Employee who holds an Option or, where the context admits or requires, the personal representatives of such a person or the equivalent in any jurisdiction;

“Participating Company” means the Company and any Subsidiary which the Company has in accordance with, but subject to, Rule 13.2 for the time being agreed should be a participating company for the purposes of the Plan;

“Plan” means the [Indivior] Global Stock Profit Plan in its present form or with and subject to any amendment thereto for the time being in force;

“Related Savings Contract” means the Savings Contract entered into (or, as the context may require, to be entered into) by an Eligible Employee in connection with an invitation to participate in the Plan which for the avoidance of doubt may be more than one contract with more than one Savings Authority;

“Rules” means the Rules of the Plan as set out herein and amended from time to time;

“Savings Authority” means any bank or other savings authority or institution to whom contributions are payable under the terms of a Savings Contract;

“Savings Contract” means a contract for monthly savings with a Savings Authority;

“Shares” means fully paid Ordinary Shares in the capital of the Company complying with the conditions of paragraphs 18 to 22 (inclusive) of Schedule 3 to the Act;

“Subsidiary” means a company which is for the time being a subsidiary of the Company within the meaning of Section 1159 of the Companies Act 2006;

“Taxes Act” means the Corporation Tax Act 2010;

“Trustee” means the trustee of the Indivior Employee Trust;

“UK Listing Authority” means the UK Financial Services Authority acting in its capacity as competent authority for the purposes of the Financial Services Act 2000 or such other person as is appointed to be the competent authority for the purposes of that Act;

“UK Plan” means the [Indivior] UK 2005 Savings Related Share Option Plan.

1.2 Where the context so admits, any reference in these Rules:

- 1.2.1 to the singular number shall be construed as if it referred also to the plural number and vice versa;
- 1.2.2 to the masculine gender shall be construed as if it referred also to the feminine gender;
- 1.2.3 to a statute or statutory provision is to a UK statute or statutory provision and shall be construed as if it referred also to that statute or provision as for the time being amended or re-enacted; and

1.2.4 to a person “acting in concert” shall bear the same meaning as in Schedule 3 to the Act.

2 Eligible Employees

Every Eligible Employee shall be eligible to be invited to apply for an Option in accordance with the provisions of Rule 3 except that the Board may determine to exclude from participation in the Plan in any year of operation of the Plan or until further determination individuals employed in any jurisdiction, who would otherwise be Eligible Employees, by virtue of the fact that either their participation in the Plan is prohibited under the laws and/or regulations of such jurisdiction or because the level of costs which are likely to be incurred in order to enable such participation is not considered by the Board to be justifiable either generally or in the particular circumstances.

3 Invitations to Apply for Options

3.1 Subject to the limitations and conditions herein contained (including the Board’s determination referred to in Rule 2) and unless prohibited by law, the Board may, at any time during the period of 30 (or 42 days in the event that applications are scaled down under Rules 4.5 and 4.6) after any of the following:

- 3.1.1 the announcement by the Company of its results for any period or the issue by the Company of any prospectus, listing particulars or other document containing equivalent information relating to Shares; or
- 3.1.2 a day on which an announcement is made of a new prospectus for certified SAYE savings arrangements (within the meaning of section 703(1) of Income Tax (Trading and Other Income) Act 2005; or
- 3.1.3 a day on which an announcement is made of amendments to be made to the Act (so far as those changes affect savings - related share option plans under the Act) or a day on which any such amendments come into force; or
- 3.1.4 any general meeting of the Company’s shareholders; or
- 3.1.5 any day on which they resolve that exceptional circumstances exist which justify the grant of Options,

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issue invitations to all Eligible Employees or issue an invitation to the Trustee to apply for an Option on behalf of all such persons on the basis that respective invitations will be issued to such Eligible Employees as soon as it is practicable to do so. Invitations shall be in such form as the Board may from time to time determine but shall specify:

- (i) the date by which applications must be received by the Company;
- (ii) whether the repayment to be made under the Related Savings Contract for the purposes of determining the number of Shares to be placed under the relevant Option shall be deemed to include the Notional Bonus; and
- (iii) the limit, if any, on the number of Shares over which applications for Options will be accepted on that occasion as fixed by the Board pursuant to Rule 5.1.

3.2 Any invitation to the Trustee shall be issued on the basis that the Trustee may apply for an Option over the cumulative total number of Shares for which all the Eligible Employees could apply and on the basis that, to the extent the Eligible Employees do not apply for Options over such total number of Shares, the Option shall lapse in respect of the balance of the Shares immediately following the date specified to Eligible Employees for returning the forms referred to in Rule 3.3.1.

3.3 Each invitation to an Eligible Employee shall be accompanied by or there shall be made available to each Eligible Employee:

- 3.3.1 a form of application for an Option containing such provisions as may be prescribed by the Board including, without prejudice to the generality of the foregoing either (i), an authority for the contributions under the Related Savings Contract to be deducted from the Eligible Employee’s pay and remitted to the relevant Savings Authority on his behalf, or the Eligible Employee’s agreement to an alternative arrangement to make such contributions; (ii) and an authorisation for appropriate amendments to be made to the forms mentioned in this Rule 3.3 having regard to the requirements of Rules 4.6 and 4.7; and
- 3.3.2 where appropriate a form of application to enter into a Savings Contract with and subject to the rules of such Savings Authority as the Board may determine stating the amount of the monthly contributions which the Eligible Employee wishes to pay thereunder (to be completed by the Eligible Employee).

3.4 Each Eligible Employee who wishes to apply for an Option must return all such forms as are referred to in Rule 3.3 as instructed duly completed by no later than the date specified in the invitation failing which the invitation shall be deemed to have been declined.

3.5 If the Board so determines, an Eligible Employee may apply for more than one Option in response to any invitation. If he does so, then he shall be treated for the purposes of Rules 4.5, 4.6 and 4.7 as having applied for a single Option.

4 Grant of Options

4.1 Subject as hereinafter provided, the Board shall on a date not later than 30 days (or 42 days in the event that any such scaling down as is referred to in this Rule 4 is necessary) of the date specified by the Board for the return of the application forms grant the Options to the Eligible Employees or the Option to the Trustee in respect of the Eligible Employees. No payment will be required for the grant of an Option.

- 4.2** Where an Option is granted to the Trustee, the number of Shares over which it shall be granted shall be the cumulative total number of Shares for which all the relevant Eligible Employees may have applied (subject to any scaling down which is necessary in accordance with Rule 4.6 or Rule 4.7) on the basis that, to the extent the Eligible Employees do not apply for options over such total number of Shares, the Option shall lapse in respect of the balance of the Shares immediately following the date specified for returning the forms referred to in Rule 3.3. The Option granted to the Trustee shall lapse in respect of the Shares over which Eligible Employees make applications for Options immediately following the grant of the Options to the Eligible Employees.
- 4.3** Where an Option is granted to the Trustee, the subsequent grant of Options to the Eligible Employees shall be made within 30 days of the date specified to them for returning the forms referred to in Rule 3.3. No payment will be required for the grant of an Option.
- 4.4** Subject as provided in Rules 4.4, 4.6 and 4.7, the number of Shares over which an Option shall be granted to each Eligible Employee shall be the nearest whole number (rounding down) obtained by dividing the Sterling equivalent (as determined by reference to the exchange rate applied at the time of invitations or invitation under Rule 3.1) of the aggregate of the contributions repayable under the Related Savings Contract on the Bonus Date and the Notional Bonus where the Board has specified, in accordance with Rule 3.1, that it is to be included for determining the number of Shares, by the Exercise Price.
- 4.5** If the total number of Shares over which Options would otherwise be granted to Eligible Employees or (as appropriate) an Option would otherwise be granted to the Trustee on any Date of Grant would result in any limit imposed by the Board pursuant to Rule 5.1 in relation to that Date of Grant or any other limit imposed by Rule 5 to be exceeded, the Board must scale down the applications by Eligible Employees or the application by the Trustee (which, for the purposes of this Rule 4.5 and Rule 4.6, shall be treated as being the number of applications as represents the total number of Eligible Employees on whose behalf the Trustee has made its application) in accordance with the provisions set out in Rule 4.6 or on some other basis as may be determined by the Board and in the case of scaling down of the application by the Trustee there shall be an equivalent scaling down of the applications made by the Eligible Employees .
- 4.6** The Board shall take steps to reduce each application by taking the following steps in the order in which they appear:
- 4.6.1** each application will be reduced either by the same monetary amount or in proportion to the nearest multiple of £1 or its Local Currency Equivalent but no application may be reduced below such sum as may be the Minimum Monthly Contribution or its Local Currency Equivalent; and
- 4.6.2** each application will be deemed to be an application for a Savings Contract under which the Notional Bonus will not be taken into account for the purposes of determining the number of Shares over which an Option is to be granted.
- 4.7** If following the operation of Rule 4.6 above the number of Shares over which the Option would otherwise be granted on the Date of Grant would still exceed any of the relevant limits referred to in Rule 5, the Board may either (i) not grant the Option or (ii) in the case of any Date of Grant other than the first under the Plan grant Options to such of the Eligible Employees, or grant the Option to the Trustee in respect of such of the Eligible

Employees, as appropriate, who have never previously been granted Options or in relation to whom the Trustee has never previously been granted an Option on the basis that there are no other Eligible Employees and on the basis also that where the Option has initially been granted to the Trustee the invitations will be issued and Options granted only to the Eligible Employees in respect of whom the Trustee has been initially granted the Option.

- 4.8** As soon as practicable after the Date of Grant (to the Trustee and/or the Eligible Employees, as appropriate), option certificates shall be issued in respect of all Options granted. An option certificate shall specify the number of Shares over which the Option has been granted, the Exercise Price, the Bonus Date and the Date of Grant and shall otherwise be in such form as the Board may from time to time determine. If an option certificate becomes worn out, defaced, destroyed or lost, it may be renewed on such evidence being provided and on such terms as the Board may require.
- 4.9** No Option shall be granted other than to a person who at the Date of Grant is employed by a Participating Company (or to the Trustee on behalf of such a person).
- 4.10** Subject to Rule 7.3, an Option granted to an Eligible Employee shall be personal to him and neither such Option nor any rights or interests of a Participant under the Plan shall be the subject of any disposal, assignment, charge or other dealing by such Participant.

5 Limitations on the size and duration of the Plan

- 5.1** On or before the date upon which invitations are issued to Eligible Employees or an invitation is issued to the Trustee on any occasion the Board may determine a limit on the number of Shares over which applications for Options will be accepted on that occasion.
- 5.2** The nominal amount of Shares over which the Board may grant Options on any date shall be limited so that it does not exceed the limit set out in Rule 5.3. This limitation only applies to Options which are to be satisfied (directly or indirectly) by the issue of new Shares or the transfer of treasury Shares.
- 5.3** The limit is 10 per cent of the nominal amount of the Company's Equity Share Capital on the day preceding the Date of Grant less the aggregate of the nominal amounts of:
- 5.3.1** Shares allocated in respect of awards granted within the previous 10 years under any employee share scheme; and
- 5.3.2** Shares remaining to be allocated in respect of awards granted on the same date or within the previous 10 years under any employee share scheme; and

- 5.3.3 Shares allocated on the same date or within the previous 10 years under any employee share scheme otherwise than in respect of an award.
- 5.4 For purposes of Rule 5:
- 5.4.1 “**allocate**” means the issue of new Shares or the transfer of treasury Shares in satisfaction (directly or indirectly) of a person’s rights under an award;
- 5.4.2 an “**award**” means any right to acquire or receive Shares whether conditional or unconditional and whether or not for payment;

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- 5.4.3 an “**employee share scheme**” means any scheme for employees of the Group which has been approved by the Company or Reckitt Benckiser plc (registered in England under no. 527217) in general meeting;
- 5.4.4 “**treasury Shares**” has the same meaning as in Chapter 6 of the Companies Act 2006;
- 5.4.5 no account will be taken of Shares acquired by an employee or former employee (or the personal representatives of such a person) where the Shares are acquired for a price equal to their market value at or about the date of acquisition and the cost of those Shares is borne by (or by the estate of) the employee or former employee;
- 5.4.6 subject to Rule 5.4.7, no account will be taken of an award if and to the extent to which the Board considers that it will be satisfied by the transfer of existing Shares other than treasury Shares;
- 5.4.7 any Shares allocated or remaining to be allocated to the trustee of any trust which were used or which are to be used to satisfy awards granted under an employee share scheme must be treated as having been allocated or as remaining to be allocated in respect of those awards unless the Shares were acquired by the trustee pursuant to a rights issue or other opportunity offered to the trustee in respect of Shares, other than Shares previously allocated to it; and
- 5.4.8 where an award was granted in consideration of the release by the holder of an award previously granted to him under an employee share scheme, then the earlier award shall be ignored and the later award shall be deemed to have been granted at the same time as the earlier award.
- 5.5 Where an individual is granted two options on terms that the exercise of one will automatically result in a reduction to the extent to which the other may be exercised and vice versa, then for the purposes of this Rule 5 it shall only be necessary to take into account that number of Shares which could be acquired in respect of those options having regard to those terms.
- 5.6 No Option shall be granted under the Plan after 30 November, 2024.

6 Limitation on Individual Participants

- 6.1 The contribution payable by a Participant in any month under his Related Savings Contract when added to the contribution payable in that month under any other Savings Contract entered into by him at an earlier date (whether under the Plan or the UK Plan) shall not exceed £500 or such greater sum determined by the Board or its equivalent by reference to the Local Currency Equivalent in respect of contributions being made under Savings Contracts entered into under the Plan.
- 6.2 The contribution payable by a Participant in any month under his Related Savings Contract shall not be less than the Local Currency Equivalent of the Minimum Monthly Contribution.
- 6.3 The relevant day for determining the Local Currency Equivalent for the purposes of this Rule 6 in respect of Savings Contracts entered into under the Plan shall be determined by the Board but shall be at or about the time of the invitations or invitation under Rule 3.1.

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7 Time of exercise and lapse of Options

- 7.1 Save as provided in this Rule 7 and Rule 8 and subject to Rule 11.2, an Option shall first be exercisable on the Bonus Date of the Related Savings Contract.
- 7.2 Subject to any other provision in this Rule 7 or Rule 8 providing for the Option to lapse at any earlier time, an Option shall lapse upon the expiry of six months after the Bonus Date of the Related Savings Contract notwithstanding any other provision of this Rule 7 (other than Rule 7.3) or Rule 8.
- 7.3 If a Participant dies:
- 7.3.1 before the Bonus Date of the Related Savings Contract, any Option then held by him shall, subject to Rule 10.2, and any relevant restriction under the laws or regulations of any jurisdiction be exercisable by his personal representatives (or the equivalent in any jurisdiction) for a period of 12 months from the date of his death; or
- 7.3.2 within a period of six months after the Bonus Date of the Related Savings Contract, any Option then held by him shall, subject to Rule 10.2 and any relevant restriction under the laws or regulations of any jurisdiction, be exercisable by his personal representatives (or the equivalent in any jurisdiction) within 12 months of the Bonus Date;

and at the expiry of either such period the Option shall lapse.

- 7.4** If a Participant ceases to hold an office or employment by virtue of which he was an Eligible Employee as a result of:
- 7.4.1** his injury, ill-health or disability; or
 - 7.4.2** his redundancy (and for these purposes the Board shall determine whether a Participant has been made redundant but may, in making such determination, seek the advice of the relevant Participating Company employing the Participant in relation to the applicability of redundancy laws in the particular jurisdiction of the relevant Participating Company); or
 - 7.4.3** his retirement; or
 - 7.4.4** the undertaking or the part thereof in which he works being transferred to a transferee which is neither a Participating Company, an associated company (within the meaning of paragraph 47 of Schedule 3 to the Act) of the Company nor a company of which the Company has Control,
- he may, subject to Rule 8 and Rule 10.2, exercise any Option then held by him during the period of six months from the date of such cessation and at the expiry of such period his Option shall, subject to Rule 7.3, lapse.
- 7.5** If the Company ceases to have Control of any company in which a Participant holds the office or employment as a result of which he was an Eligible Employee, he shall thereupon be deemed to have ceased to hold such office or employment and any Option then held by him shall, subject to Rule 8 and Rule 11.2, be exercisable for a period of six months from the date of such cessation and at the expiry of such period shall, subject to Rule 7.3, lapse.
- 7.6** If, other than in the circumstances described in Rules 7.3 and 7.4, a Participant ceases for whatever reason to hold the office or employment by virtue of which he was an

Eligible Employee any Option then held by such Participant shall lapse at the date of such cessation provided always that for the purposes of this Rule 7.6 only where a Participant has ceased to hold such an office or employment due to maternity leave and in circumstances such that she has a right to return to work she shall be deemed not to have ceased to hold such an office or employment until she is no longer capable of exercising a right to return to work.

- 7.7** If a Participant gives notice to the relevant Savings Authority that he intends to stop paying contributions under his Related Savings Contract or he misses any monthly contribution due under the Related Savings Contract then, unless the relevant Option is then exercisable under this Rule 7 or Rule 8, it shall thereupon lapse.
- 7.8** In the event of any assignment, charge or other dealing with or disposal, purported or otherwise, of an Option or any of his rights or interests under the Plan by a Participant contrary to the provisions of Rule 4.12, such Option shall automatically lapse.
- 7.9** Participation in the Plan by an Eligible Employee or a Participant is a matter entirely separate from, and shall not affect, any pension rights or entitlements which he may have and from his terms of employment and in particular (but without prejudice to the generality of the foregoing) if a Participant shall for any reason cease to be an Eligible Employee or a Participant or his Option shall lapse, he shall not be entitled to any compensation (including, without limitation, any compensation in any claim for damages for breach of any contract of employment) from the Company or any Subsidiary or any associated company (within the meaning of paragraph 47 of Schedule 3 to the Act) of the Company or any company of which the Company has Control by reference to his rights granted under the Plan or the benefits capable of being received under the Plan or for any loss or diminution in value thereof.
- 7.10** For the purposes of Rules 7.4, 7.5 and 7.6 no person shall be treated as ceasing to hold an office or employment by virtue of which he was an Eligible Employee until he ceases to hold an office or employment in the Company or any associated company of the Company (within the meaning that this expression bears in paragraph 47(1) of Schedule 3 to the Act) or any company under the Control of the Company. But if a Participant holds an office or employment on the Bonus Date with a company which is not a Participating Company but which is:
- 7.10.1** an associated company (within the meaning that this expression bears in paragraph 47(1) of Schedule 3 to the Act) of the Company; or
 - 7.10.2** a company which is under the Control of the Company,

he may, subject to Rule 11.2, exercise his Option in the period of six months starting with the Bonus Date and, subject to Rule 7.3, at the expiry of that period his Option shall lapse.

8 Changes in the control of the Company and Liquidation

- 8.1** Subject to Rule 8.5, if any person (either alone or together with any person acting in concert with him) obtains Control of the Company as a result of making:
- 8.1.1** a general offer to acquire the whole of the ordinary share capital (as defined in Section 1119 of the Taxes Act) of the Company (or such part thereof as is not already owned by the offeror and/or any person acting in concert with the offeror) which is made on condition such that if it is satisfied the person making

8.1.2 a general offer to acquire all the Shares of the Company,

the Board shall give notice thereof to all Participants as soon as reasonably practicable thereafter and thereupon each Participant may, subject to Rule 11.2, exercise any Option then held by him within the six months following the time when the person making the offer (together with any persons acting in concert with him) has obtained Control of the Company and any condition subject to which the offer was made has been satisfied provided that, if under any of the provisions of Rule 7 or Rule 8.3 that Option lapses at an earlier time, the Option shall cease to be exercisable after that time notwithstanding this Rule 8.1.

8.2 Subject to Rule 8.5, if under Section 899 of the Companies Act 2006 the Court sanctions a compromise or arrangement between the Company and its members, the Board shall give notice thereof to all Participants as soon as reasonably practicable thereafter and thereupon each Participant may, subject to Rule 11.2, exercise any Option within 6 months of the Court sanctioning such compromise or arrangement provided that, if under any of the provisions of Rule 7 that Option lapses at an earlier time, the Option shall cease to be exercisable after that time notwithstanding this Rule 8.2. Upon the compromise or arrangement becoming effective, all Options shall lapse.

8.3 If any person becomes bound or entitled to require Shares under Chapter 3 of Part 28 of the Companies Act 2006 (or closely comparable overseas legislation) any unexercised Options may, subject to Rule 11.2, be exercised at any time when that person remains so bound or entitled and will lapse when that person ceases to be so bound or entitled provided that, if under any of the provisions of Rule 7 an Option lapses at an earlier date, the Option shall cease to be exercisable after that time notwithstanding Rule 8.3.

8.4 Subject to Rule 8.5, if the Company passes a resolution for the voluntary winding up of the Company, any outstanding Option may be exercised within 60 days of the passing of the resolution after which, to the extent not exercised, it will lapse.

8.5 If:

8.5.1 the events referred to in Rules 8.1, 8.2, 8.3 or 8.4 are part of an arrangement which will mean that the Company will be under the Control of another company; and

8.5.2 the persons who owned Shares in the Company immediately before the change of Control will immediately afterwards own at least 50% of the shares in that other company; and

8.5.3 Participants to be offered substitute options under Rule 9,

then the Board may decide that those Participants who hold Options which are not exercisable otherwise than under Rule 8 may not be exercised.

9 Exchange of Options on a Takeover

9.1 Notwithstanding the provisions of Rule 8, if any company (the “**Acquiring Company**”) obtains Control of the Company or becomes bound or entitled to acquire shares in the Company within any of the sets of circumstances specified in Rules 8.1, 8.2 and 8.3, a Participant may at any time within the period specified in those Rules, by agreement

with the Acquiring Company release his Option (the “**Old Option**”) in consideration of the grant to him of a new option (the “**New Option**”) which is equivalent to the Old Option (by virtue of satisfying the requirements of paragraph 39 of Schedule 3 to the Act) but relates to shares in a different company (whether the Acquiring Company itself or some other company falling within paragraph (b) or (c) of paragraph 18 of Schedule 3 to the Act).

9.2 The Board may determine that a Participant will be deemed to have agreed to the release of his Old Option in return for the grant of a New Option under Rule 9 in either or both of the following cases:

9.2.1 where Rule 8.5 applies to the Old Option (and it does not therefore become exercisable); and

9.2.2 where the Participant has chosen not to exercise his Option and the Option would otherwise lapse under the relevant part of Rule 8.

9.3 Where the “**New Options**” are granted pursuant to Rule 9.1 they should be regarded for the purposes of the subsequent application of the provisions of the Plan as having been granted at a time when the corresponding Old Options were granted and, with effect from the date on which the New Options are granted:

9.3.1 save for the definition of “Participating Company in Rule 1, references to the “**Company**” (including the definition in Rule 1) shall be construed as being references to the Acquiring Company or such other company to whose shares the New Option relates;

9.3.2 references to “**Shares**” (including the definition in Rule 1) shall be construed as being references to shares in the Acquiring Company or shares in such other company to which the New Options relate but references to Participating Company shall continue to be construed as if references to the Company were references to [Indivior];

9.3.3 the Related Savings Contract made in connection with the Old Option has been made in connection with New Option; and

9.3.4 the Bonus Date in relation to the New Option was the same as in relation to the Old Option.

10 Variation of Capital

10.1 In the event of any capitalisation or rights issue by the Company, or any consolidation, subdivision or reduction of the share capital of the Company or any other variation of its share capital, the number and the nominal amount of Shares subject to any Option and the Exercise Price may be adjusted

by the Board in such manner as it may determine to be appropriate.

- 10.2** Any adjustment made pursuant to this Rule shall be made on the basis that the aggregate Exercise Price originally payable by a Participant on the exercise of his Option in full shall not be materially altered.
- 10.3** No adjustment shall be made to the extent that it would result in a Share being issued at less than its nominal value or cause the Shares subject to the Plan to cease to satisfy the conditions of paragraphs 18 to 22 (inclusive) of Schedule 3 to the Act.

11 Procedure for exercise of Options and Listing

- 11.1** Subject to Rule 11.2, where an Option is exercisable under the provisions of the Plan, a Participant may exercise it (subject to any Local Limit) in whole or, provided that the amount payable on exercise is not less than the lowest of (i) £200, (ii) the amount payable on the exercise of the Option to the maximum extent permitted by the Rules at that time and (iii) any applicable Local Limit, in part.

- 11.2** This Rule shall apply:

- 11.2.1** when an Option becomes exercisable under any Rule of the Plan (except Rule 8.4 or Rule 7.7) unless:

- (i) either prior to such Option becoming exercisable or within 14 days (or, in relation to Rule 8, such lesser number of days as the Board shall determine and notify to the Participants) of such Option becoming exercisable (or where this is not feasible such later date as may be determined by the Company) the Participant notifies the Company that he wishes to exercise the Option utilising the repayment under the Related Savings Contract in accordance with Rule 11.5 (by giving notice in writing to the Company in the form prescribed by the Board); or
- (ii) in relation to an event falling within Rule 8, a Participant is deemed to have elected to release his Option in exchange for the grant of a new option under Rule 9.2;

- 11.2.2** when an Option becomes exercisable under Rule 7.7 if either prior to such Option becoming exercisable or within 14 days of such Option becoming exercisable the Participant notifies the Company in writing that he wishes this Rule to apply;

- 11.2.3** when an Option is not capable of being exercised due to any relevant restriction under the laws or regulations of any jurisdiction when this rule shall apply automatically in respect of the relevant Option which the Participant is not able to exercise due to such restriction; and

- 11.2.4** when an Option is exercised by a Participant in part only in order to comply with any relevant Local Limit when this Rule shall apply automatically in respect of such part of the Option as the Participant is not able to exercise due to such limit and provided there are sufficient Shares remaining under the unexercised part of the Option in order for a resulting benefit to be provided to the Participant, and

provided that the market value of a Share (as derived from the Daily Official List of the London Stock Exchange) on the day of deemed exercise is greater than the Exercise Price.

- 11.3** Where Rule 11.2 applies:

- 11.3.1** by virtue of Rules 11.2.1 or 11.2.2 the Participant shall be deemed to have exercised his Option on the day of deemed exercise and instructed the Company's brokers to sell as many Shares as are necessary to obtain the funds due on exercise in full of the Option together with such amount (if any) as is required under Rule 11.11 and to account to the Company for the net proceeds of sale, such proceeds to be applied in payment of the aggregate Exercise Price and the amount (if any) due under Rule 11.11. The balance of the Shares under

the Option shall be passed on to or for the benefit of the relevant Participant. Any sale proceeds remaining shall be applied towards the costs of administering the Plan;

- 11.3.2** by virtue of Rules 11.2.3 or 11.2.4, the Participant shall be deemed to have exercised his Option or such part of his Option (as applicable) as he has not been able to actually exercise under Rule 11.5, on the day of deemed exercise, and instructed the Company's brokers to sell all of his Shares. Such amount of the proceeds as are necessary to obtain the funds due on exercise of the Option together with such amount (if any) as is required under Rule 11.11 shall be accounted to the Company, such proceeds to be applied in payment of the aggregate Exercise Price and the amount (if any) due under Rule 11.11. The balance of the proceeds of sale shall be passed on to or for the benefit of the relevant Participant.

- 11.4** The day of deemed exercise for the purposes of this Rule 11.3 is:

- 11.4.1** where Rule 11.3 applies by virtue of Rules 11.2.1, 11.2.2 or 11.2.3, where an Option is exercisable pursuant to Rule 7.1, the day after the end of the 14 day period referred to above and, where an Option is exercisable pursuant to any other Rule, either the day after the end of the 14 day (or lesser) period referred to above or, where the Participant has not completed 36 contributions under his Savings Contract and wishes to continue to save as long as possible and indicates this to the Company in writing prior to the end of such 14 day or lesser period, the last practicable date, as determined by the Board and notified to the Participant in writing, prior to his Option lapsing; and

- 11.4.2** where this Rule 11.3 applies by virtue of Rule 11.2.4, such date as may be selected by the Board which is as close to the date of actual exercise of the part of the Option which the Participant has been able to exercise under Rule 11.5 as is practicable.

- 11.5** Where a Participant wishes to exercise his Option utilizing the repayment under the Related Savings Contract he shall do so by submitting a remittance for the whole of the amount payable on the exercise of the Option (being the product of the number of Shares in respect of which the Option is to be exercised and the Exercise Price applicable thereto) which amount shall be provided out of the repayment (including any interest) under the Related Savings Contract (or, if the Board so determines, an authority to obtain such repayment from the relevant Savings Authority). If such repayment is insufficient to acquire all the Shares in respect of which the Option is exercisable because of fluctuations in the exchange rate where the Participant has been saving in Local Currency, the Participant may provide additional funds to acquire all the Shares.
- 11.6** Where a Participant wishes to exercise his Option utilizing the repayment under the Related Savings Contract, an Option shall be deemed to be exercised upon receipt by the Company of both the notice and the payment of the due exercise monies or, as the case may be, the appropriate authority except where the notice and payment or authority shall be sent by pre-paid post when the date of posting, as evidenced by the postmark on the envelope or in such other manner as shall be determined by the Board, shall be the date of exercise.

- 11.7** If an Option is to be exercised in accordance with Rule 11.5 or deemed exercised in accordance with Rule 11.4 pursuant to any of the provisions of Rule 7 or 8 before the Bonus Date, then and in any such case the relevant Option shall be exercisable or deemed exercised only in respect of that number of Shares whose total Exercise Price can or could be satisfied out of the repayment (including any interest) payable under the Related Savings Contract as at the date of such exercise or deemed exercise subject to the Participant's right to top up his savings in accordance with Rule 11.5 and where the Option is to be deemed exercised under Rule 11.5 it shall be assumed that he has topped up his savings in accordance with Rule 11.5.
- 11.8** Subject to such consents or other required action of any competent authority under regulations or enactments for the time being in force as may be necessary and subject to compliance with the terms of the Option, the Company shall, within 30 days after the exercise or deemed exercise of any Option, either issue and allot to the Participant or at his direction the number of Shares due or procure the transfer to him or at his direction of those Shares. Shares issued and allotted pursuant to the Plan shall rank *pari passu* in all respects with the Shares in issue on the date of allotment, save as regards any rights attaching by reference to a record date which precedes that date.
- 11.9** The Company shall make application to the UK Listing Authority for the admission to the Official List of all Shares allotted pursuant to the exercise or deemed exercise of any Option and to the London Stock Exchange for permission to trade in those Shares provided that Shares are then listed on the UK Listing Authority.
- 11.10** Subject to the provisions of Rule 11.1 and 11.2, if an Option is exercised or deemed exercised in respect of part only of the Shares comprised therein, the Option in respect of the balance shall lapse.
- 11.11** The Company, any employing company or the trustee of any employee benefit trust may make such arrangements as it considers necessary to meet any liability to taxation, duties, social security contributions or other amounts in respect of Options or otherwise in connection with a person's participation in the Plan, whether the liability is a liability of, or is payable by, the Participant, the Company, the employing company or the trustee and whether such liability arises before or after the adoption of this Rule. These arrangements may include (without limitation) a reduction in the number of Shares subject to an Option and/or the exercise of an Option on behalf of a Participant and/or the sale on behalf of the Participant of any of the Shares to which he is entitled under the Plan and the retention of the sale proceeds to meet the liability. References to social security contributions include anything in a jurisdiction outside the United Kingdom which, in the opinion of the Board, is reasonably comparable to social security contributions.

12 Availability of Authorised Capital

The Company shall keep available sufficient unissued Share capital, or otherwise ensure that there are sufficient Shares available, to satisfy all outstanding Options.

13 Administration and amendment of the Plan

- 13.1** The Board shall have power from time to time to make and vary such regulations (not being inconsistent with the Plan) for the implementation and administration of the Plan as it thinks fit.

- 13.2** The Company shall have power from time to time exercisable by resolution of the Board to agree that any Subsidiary over which the Company has Control shall become a Participating Company for the purposes of the Plan. Any such Subsidiary shall cease to be a Participating Company as from such date as the Board may by resolution determine and shall be deemed not to be a Participating Company as from the date on which it ceases to be a Subsidiary or, if earlier, as from the date on which the Company ceases to have Control of the Subsidiary.
- 13.3** In the event of any dispute as to whether a person is or is not an Eligible Employee or as to any rights or obligations of any person hereunder or any question concerning the construction or effect hereto or any other question in connection with the Plan, the Board shall determine the same (other than in the case of a matter to be certified by the auditors in accordance with these Rules) and such determination shall be final and binding on all persons.
- 13.4** This Plan may be altered in any respect by resolution of the Board provided that:
- 13.4.1** except to the extent that such alteration is necessary or advisable to give effect to any increase in the maximum monthly contribution as permitted by Rule 6 or would be subject to Rule 13.5 below, the definition of "Adoption Date" and the provisions of Rules 2, 4.5, 4.12, 5, 6, 7, 8, 10, 11.8 and this Rule 13 shall not be altered to the advantage of Eligible Employees or Participants except with the prior sanction of the Company in general meeting; and

- 13.4.2** subject to Rule 13.5, no alteration shall be made which would affect adversely any of the subsisting rights of Participants except with the consent of Participants who, if they exercised their Options in full, would thereby become entitled to not less than three-quarters of all the Shares which would fall to be allotted upon exercise in full of all outstanding Options.
- 13.5** The Board may make amendments to the Plan to take account of any changes to any relevant law or to get or keep favourable tax, exchange control or regulatory treatment for Participants or any Participating Company including without limitation, the adoption of sub-plans with particular rules to apply for specific jurisdictions.
- 13.6** Written notice of any alteration made in accordance with Rule 13.4 which affects the rights of Participants shall be given to all Participants and to the Trustee.
- 13.7** Subject to Rule 8 and any requirement in any jurisdiction of any Participating Company to provide documentation or information to Eligible Employees or Participants, the Company shall not be obliged to provide Eligible Employees or Participants with copies of any notices, circulars or other documents sent to holders of Shares.
- 13.8** The cost of the preparation and the operation of the Plan shall be borne by the Company.
- 14 Errors and Omissions**

The Company, the relevant Participating Company and where appropriate the Trustee may do all such acts and things as they may agree to rectify any error or omission, including any error or omission as a result of which any Eligible Employee is not accounted for on the grant of Options or an Option to the Trustee notwithstanding that such action may fall outside the time limits or otherwise conflict with the provisions of the

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Rules provided always that the limits set out in Rules 5 and 6 would not thereby be exceeded.

15 Termination

- 15.1** The Company by resolution of the Board may at any time suspend or terminate the operation of the Plan and in such event no further Options will be granted for the time being or permanently but in all other respects the provisions of the Plan shall remain in force.
- 15.2** The Plan will terminate on 30 November, 2014. On termination, no further Options may be granted but such termination shall be without prejudice to any accrued rights in existence at the date thereof.

16 Notices

- 16.1** Save as otherwise provided in this Scheme any notice or communication to be given to any Eligible Employee or Participant may be:

16.1.1 delivered by electronic mail and it shall be deemed to have been received upon electronic confirmation of such delivery; or

16.1.2 personally delivered or sent by ordinary post to his last known address and where a notice or communication is sent by post it shall be deemed to have been received 48 hours after the same was put into the post properly addressed and stamped.

Share certificates and other communications sent by post will be sent at the risk of the Eligible Employee or Participant concerned and neither the Company nor any of its Subsidiaries nor the Trustee shall have any liability whatsoever to any such person in respect of any notification, document, share certificate or other communication so given, sent or made.

- 16.2** Any notice to be given to the Company or the Trustee shall be delivered or sent to the Company at its registered office, marked for the attention of the Company Secretary, and shall be effective upon receipt. The Board may make other arrangements to receive notices.

17 Governing Law

This Plan and all Options granted under it shall be governed by and construed in accordance with English law.

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Schedule 1
The Indivior Global Stock Profit Plan (SAR Version)
(the “SAR Plan”)

1 Definitions and Interpretation

- 1.1** Unless the context otherwise requires, all expressions defined in the Indivior Global Stock Profit Plan shall have the same meaning in this Schedule 1 save that any reference to an **“Option”** in the Plan shall be regarded as a SAR (as defined in Rule 1.2 of this Schedule 1).
- 1.2** In addition, the following expressions shall have the following meanings in this Schedule 1 unless the context otherwise requires:

“Cash Award” an award made to a Participant in the form of cash as described in Rule 9 of this Schedule 1;

“Relevant Repayment Date” the third anniversary of the starting date of the Related Savings Contract, on which, subject to the rules of the Plan, the total value of such Related Savings Contract is due for repayment;

“SAR” a right to receive a Share Award (subject to the rules of this Schedule 1) and for the time being subsisting;

“SAR Option” means an Option granted to the Trustee in accordance with Rule 5 of this Schedule 1; and

“Share Award” a gift from the Company to a Participant in the form of Shares, calculated as described in Rules 4.2 and 7 of this Schedule 1, as appropriate.

2 Applicability of the Plan

- 2.1** Save as hereinafter specified, all the terms and provisions of the Plan shall apply *mutatis mutandis* to the grant of SARs under this Schedule 1.
- 2.2** Under Rule 7 of the Plan the words “Bonus Date of the Related Savings Contract” shall be substituted with the words “Relevant Repayment Date” when referring to the exercise and lapse of a SAR.
- 2.3** The exercise of a SAR in accordance with Rules 7 and 8 of the Plan will be to the extent described in Rule 7 of this Schedule 1 below.

3 Invitations to apply for SARs

- 3.1** Subject to the limitations and conditions herein contained (including the Board’s determination referred to in Rule 2 of the Plan) and unless prohibited by law, the Board may at any time within the period of time during the period of 30 (or 42 days in the event that applications are scaled down under Rules 4.5 and 4.6 of the Plan) after any of the following;

- 3.1.1** the announcement by the Company of its results for any period or the issue by the Company of any prospectus, listing particulars or other document containing equivalent information relating to Shares; or

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- 3.1.2** a day on which an announcement is made of a new prospectus for certified SAYE savings arrangements (within the meaning of section 703(1) of the Income Tax (Trading and Other Income) Act 2005); or

- 3.1.3** a day on which an announcement is made of amendments to be made to the Act (so far as those changes affect savings - related share option plans under the Act) or a day on which any such amendments come into force; or

- 3.1.4** any general meeting of the Company’s shareholders; or

- 3.1.5** any day on which they resolve that exceptional circumstances exist which justify the grant of Options,

issue an invitation to all persons who will be or were Eligible Employees. Invitations shall be in such form as the Board may from time to time determine but shall specify:

- (i) the date by which applications must be received by the Company;
- (ii) that if an Eligible Employee wishes to accept an invitation he must agree to enter into a Savings Contract;
- (iii) whether the repayment to be made under the Related Savings Contract for the purposes of determining the number of Shares to which the relevant SAR relates shall be deemed to include the Notional Bonus and;
- (iv) the limit, if any, on the number of Shares which may be contained in a Share Award as fixed by the Board pursuant to Rule 5.1 of the plan.

- 3.2** Each invitation to an Eligible Employee shall be accompanied by or there shall be made available to each Eligible Employee:

- 3.2.1** a form of application for an SAR, containing such provisions as may be prescribed by the Board, including

- (i) either an authority for the contributions under the Related Savings Contract to be deducted from the Eligible Employee’s pay and remitted to the relevant Savings Authority on his behalf or the Eligible Employee’s agreement to an alternative arrangement to make such contributions; and
- (ii) an authorisation for appropriate amendments to be made to the forms mentioned in this Rule 3 having regard to the requirements of Rules 4.3 and 4.4 of this Schedule 1; and

- 3.2.2** where appropriate, a form of application to enter into a Savings Contract with and subject to the rules of such Savings Authority as the Board may determine, stating the amount of the monthly contributions which the Eligible Employee wishes to pay thereunder (to be completed by the Eligible Employee).

- 3.3** Each Eligible Employee who wishes to apply for an SAR must return all such forms as are referred to in Rule 3.2 above as instructed, duly completed, by no later than the date specified by the Board, failing which the invitation shall be deemed to have been declined.

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4 Grant of SARs

4.1 Subject as hereinafter provided, the Board shall on a date not later than 30 days (or 42 days in the event that any such scaling down as is referred to in Rules 4.3 and 4.4 of this Schedule 1 is necessary) of the date specified by the Board for the return of the application forms, and following (or on the same day as) the grant of an SAR Option to the Trustee pursuant to Rule 5 of this Schedule 1, grant SARs to the Eligible Employees who have returned forms pursuant to Rule 3.3 of this Schedule 1. No payment will be required for the grant of any SAR.

4.2 The formula for determining the number of Shares subject to a Share Award shall be as follows:

$$N = MS \times M \div NSP \times (ESP - NSP) \div ESP$$

Where: **N** is the number of Shares subject to a Share Award, rounded down to a whole number of Shares.

MS is the monthly level of savings of the Participant (converted into pounds Sterling using an exchange rate determined by the Board as at the time invitations are issued to Eligible Employees under Rule 3).

M is the number of monthly savings contributions made by the Participant under the Related Savings Contract and, if the Board has so determined, will be increased by the number of months representing the Notional Bonus. If the Participant makes less than 36 monthly contributions when **M** includes the Notional Bonus, then **M** shall be expressed as $(M \div 36) \times (36 + \text{the Notional Bonus})$.

NSP is the “net Share price”, (expressed in pounds Sterling), being the Market Value of a Share (as determined by the Board) on the date of grant of the SAR, less a discount (as determined by the Board) of up to 20 per cent of such Market Value.

ESP is the “end Share price”, (expressed in pounds Sterling) being the Market Value of a Share (as determined by the Board) at the Relevant Repayment Date.

The number of Shares to be taken into account for the purposes of Rule 5 of this Schedule 1 and for the purposes of the limits in Rule 5 of the Plan shall be calculated as follows in respect of each Participant and shall be aggregated appropriately:

$$N = MS \times M \div NSP$$

For the purposes of Rules 5 of this Schedule 1 and Rule 5 of the Plan, if the Board has determined that **M** shall include the Notional Bonus, **M** shall be deemed to be the sum of 36 and the Notional Bonus.

4.3 If the application of the formula in Rule 4.2 above results in the number of Shares to which an SAR relates exceeding any maximum number of Shares which may be determined by the Board under Rule 5.1 of the Plan or results in the aggregate number of Shares exceeding any of the other limits in Rule 5 of the Plan, the Board may scale down such number of Shares pursuant to Rule 4.4 of this Schedule 1.

4.4 The Board shall take steps to reduce each application by taking the following steps in the order in which they appear:

4.4.1 each application to be granted an SAR will be reduced either by deeming the monthly savings contributions to be reduced by the same monetary amount or in proportion to the nearest multiple of £1 or its Local Currency Equivalent but no

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monthly savings contribution may be deemed to be reduced below such sum as may be the Minimum Monthly Contribution or its Local Currency Equivalent; and

4.4.2 each application will be deemed to be an application to be granted an SAR on the basis that the Notional Bonus will not be taken into account for the purposes of determining the number of Shares to which a SAR relates.

4.5 If following the operation of Rule 4.4 above the number of Shares to which an SAR relates would still exceed any of the relevant limits referred to in Rule 5 of the Plan, the Board may decide not to grant the SAR.

4.6 The Company shall, as soon as practicable after the Date of Grant, issue or cause to be issued certificates in respect of all SARs granted. Each certificate shall specify the number of Shares to which the SAR relates, the net Share price, the Relevant Repayment Date and the Date of Grant and shall otherwise be in such form as the Board may from time to time determine. If a certificate becomes worn out, defaced, destroyed or lost, it may be renewed on such evidence being provided and on such terms as the Board may require.

4.7 No SAR shall be granted other than to a person who at the Date of Grant is an Eligible Employee.

4.8 Subject to Rule 7.3 of the Plan, a SAR granted to an Eligible Employee shall be personal to him and neither such SAR nor any rights or interests of a Participant under this Plan shall be the subject of any disposal, assignment, charge or other dealing by such Participant.

5 Grant of SAR Options

5.1 The Board shall grant an SAR Option to the Trustee, during the period specified in Rule 4.1 of this Schedule 1, over such number of Shares as is calculated pursuant to Rule 4.2 of this Schedule 1.

5.2 No SAR Option shall be granted to the Trustee in respect of any person unless at the Date of Grant such person is an Eligible Employee.

5.3 The Company shall issue a deed of option grant to the Trustee which shall be in such form as the Directors may from time to time determine and which shall include the following details:

5.3.1 the name of each relevant Eligible Employee;

- 5.3.2 the date of grant of the SAR Option;
 - 5.3.3 the price payable by the Trustee on the exercise of an SAR Option, which, in respect of each Share subject to SAR Option, shall equal the net Share price described in Rule 4.2 of this Schedule 1;
 - 5.3.4 the number of Shares subject to each SAR Option; and
 - 5.3.5 the duties and obligations of the Trustee with respect to any Share Awards and Cash Awards.
- 5.4 Subject to the terms of the Plan, neither the SAR Option nor any rights or interests of the Trustee pursuant to such SAR Option shall be the subject of any disposal, assignment, charge or dealing by the Trustee.

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- 5.5 No payment shall be made in respect of the grant of an SAR Option.

6 Savings Contracts

- 6.1 On a Relevant Repayment Date, the balance in the Participant's Related Savings Contract (including any interest) shall be promptly paid to him.

- 6.2 Provided that:

- 6.2.1 the Participant is still an Eligible Employee at the Relevant Repayment Date and;
- 6.2.2 the Participant has provided the Company with a letter or other evidence from the Savings Authority confirming the completion of 36 monthly savings contributions and closure of the Related Savings Contract,

the Participant may then exercise his SAR in accordance with Rule 7.1 and 7.2 of the Plan.

- 6.3 If a Participant ceases to be an Eligible Employee for any reason before the Relevant Repayment Date, subject to Rule 7.11 of the Plan, the balance of the Related Savings Contract, as at the date of such cessation, shall be paid to the Participant or (where appropriate) the Participant's personal representatives or the equivalent in any jurisdiction and, where relevant, no further amounts will be deducted from the Participant's pay.

- 6.4 If the Participant ceases to be an Eligible Employee for a reason provided in Rule 7.3, 7.4 or 7.5 of the Plan or wishes to exercise his SAR in circumstances in which Rules 7.7 or 8 of the Plan apply, or to make an election under Rule 8.4 of the Plan, he (or, where appropriate, his personal representatives or the equivalent in any jurisdiction) must first provide the Company with a letter or other evidence from the Savings Authority confirming the completion of the relevant number of monthly savings contributions and closure of the Related Savings Contract.

7 Changes in the control of the Company and Liquidation

- 7.1 Rules 8.1, 8.2, 8.3, 8.5 and 9 of the Plan shall be applicable to this Schedule 1.

- 7.2 Rule 8.4 of the Plan shall be replaced by the following wording:

"Subject to Rule 8.5, if an effective resolution is passed for the voluntary winding-up of the Company, the Company shall give notice thereof to all Participants and thereupon each Participant may, subject to any provision in the Rules providing for an SAR to lapse at an earlier time and to Rule 5.4, forthwith and until the expiry of 60 days thereafter elect by notice in writing to the Company to be treated as if he had, immediately before the passing of the winding-up resolution, exercised any SAR then held by him. Where a Participant makes an election in respect of his SAR, subject to Rule 9.6 of this Schedule 1, he shall be entitled in the liquidation to such sum as equals the Market Value (calculated pursuant to Rule 9.2 of this Schedule 1) of the number of Shares which would have been subject to any Share Award to which he would otherwise have been entitled, calculated pursuant to Rule 8 and the SAR shall immediately lapse."

- 7.3 Save as mentioned in Rule 7.2 of this Schedule 1, all SARs shall automatically lapse in the event of an effective resolution being passed or an order being made for the winding-up of the Company.

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- 7.4 The Board shall give notice to the Trustee of any event described in this Rule 7, at the same time as notice is given to all Participants. The Trustee shall exercise the SAR Option(s) held by it in respect of those Participants who wish to exercise SAR(s) within the appropriate time period(s) specified in this Rule 7, or shall take such action as is necessary, pursuant to the deed of option grant, to deliver any sum to which a Participant becomes entitled under Rule 8.4 of the Plan as amended in Rule 7.2 above. To the extent that an SAR Option relates to an SAR which lapses pursuant to this Rule 7, such SAR Option will immediately lapse. This is subject to Rules 8.5 and 9 of the Plan under which the Participant may elect (or be deemed to have elected) to release his SAR(s) in return for the grant of a new SAR(s) in which case the Trustee may not exercise the corresponding SAR Option(s) held by it.

8 Share Award Calculation on the exercise of a SAR

Any Share Award received by a Participant on the exercise of an SAR under Rules 7.3, 7.4, 7.5, 7.7 and 8 of the Plan shall be calculated as follows:

$$N = MS \times X \div NSP \times (ESP - NSP) \div ESP$$

Where: **N** is the number of Shares contained in a Share Award, rounded down to a whole number of Shares.

MS is the monthly level of savings of a Participant, (converted into pounds Sterling using an exchange rate determined by the Board as at the time invitations are issued to Eligible Employees under Rule 3 of the Plan).

X is the number of monthly savings contributions made by the Participant as at the date of death or cessation of office or employment under Rule 7 of the Plan, or the date on which the Board gives notice to Participants under Rule 8 of the Plan (as appropriate), which, if the Board has determined that M (as defined in Rule 4.2) includes the Notional Bonus, shall be expressed as $((X \div 36) \times (36 + \text{the Notional Bonus}))$.

NSP is the “net Share price”, (expressed in pounds Sterling) being the Market Value of a Share (as determined by the Board) on the date of grant of the SAR, less a discount (as determined by the Board) of up to 20 per cent of such Market Value.

ESP is the “end Share price”, (expressed in pounds Sterling) being the Market Value of a Share (as determined by the Board) at the date of death or cessation of office or employment under Rule 7 of the Plan, or the date on which the Board gives notice to Participants under Rule 8 of the Plan (as appropriate).

9 Procedure for exercise of SARS and Listing

- 9.1** A SAR shall be deemed to be exercised upon receipt by the Company (or its duly appointed agent) of both a notice of exercise and written confirmation pursuant to Rule 6.2 or 6.4 of this Schedule 1 in respect of the Related Savings Contract, except where the notice and authority shall be sent by pre-paid post when the date of posting, as evidenced by the postmark on the envelope or in such other manner as shall be determined by the Board, shall be the date of exercise.
- 9.2** An SAR Option shall be exercisable by the Trustee submitting to the Company (or its duly appointed agent) a duly completed notice of exercise and the relevant deed of option grant on the date under Rule 4.2 or 8 of this Schedule 1 (as appropriate) by reference to which the Market Value of a Share determines the ESP or “end Share

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price” as specified in each such rule or where this is not feasible on a date as soon as practicable thereafter and upon such date the Trustee shall be deemed to have instructed the Company’s brokers either to sell as many Shares as are necessary to obtain the funds due on exercise of the SAR Option, where Shares are to be delivered to the relevant Participant on the exercise of the related SAR, and to account to the Company for the net proceeds of sale, such proceeds to be applied in payment of the aggregate exercise price of the SAR Option, or to sell all the Shares under the SAR Option, where cash is to be delivered to the relevant Participant, and to account to the Company for the aggregate exercise price of the SAR Option in payment of such exercise price out of the net proceeds of sale and to deliver to the Trustee the balance of the net proceeds of sale remaining. The notice of exercise will confirm such instructions. The Company may issue a replacement deed of option grant in respect of any unexercised SAR Options.

- 9.3** Subject to such consents or other required action of any competent authority under regulations or enactments for the time being in force as may be necessary and subject to compliance with the terms of the SAR Option, the Company shall, within 30 days after the deemed date of exercise of an SAR Option, either issue and allot to the Trustee or at his direction the number of the Shares due or procure the transfer to it or at its direction of those Shares. Except where cash and not Shares is to be delivered to the relevant Participant, the Trustee shall hold the balance of the Shares, after accounting for the Shares which have been sold to fund the cost of exercise, pursuant to the terms of the deed of option grant in respect of the relevant Participant and, subject to the extent of the exercise of the related SAR by the relevant Participant, the Trustee shall arrange for such Shares to be transferred to the Participant or at his direction. Where cash is to be delivered to a Participant in respect of an SAR, the Trustee shall pass on to the Participant the balance of the net proceeds of sale received from the Company’s brokers as referred to in Rule 9.2 of this Schedule 1 as soon as possible. Shares issued and allotted pursuant to this Plan shall rank *pari passu* in all respects with the Shares in issue on the date of allotment, save as regards any rights attaching by reference to a record date which precedes that date.
- 9.4** The Company shall make application to the UK Listing Authority for the admission to the Official List of all Shares allotted pursuant to the Plan and to the London Stock Exchange for permission to trade in those shares provided that Shares are then listed by the UK Listing Authority. Certificates will be issued in respect of new Shares, save that if the Shares are then listed, new Shares may be issued in uncertificated form.
- 9.5** If an SAR is exercised in respect of part only of the Shares comprised therein, the SAR in respect of the balance shall lapse.
- 9.6** The Company, any employing company or the trustee of any employee benefit trust may make such arrangements as it considers necessary to meet any liability to taxation, duties, social security contributions or other amounts in respect of Share Awards or Cash Awards or otherwise in connection with a person’s participation in the Plan, whether the liability is a liability of, or is payable by, the Participant, the Company, the employing company or the trustee and whether such liability arises before or after the adoption of this Rule. These arrangements may include a reduction in the number of Shares subject to a Share Award and/or the sale on behalf of the Participant of and of the Shares to which he is entitled under the Plan and the retention of the sale proceeds to meet the liability and/or withholding amounts due from a Cash Award. References to social security contributions include anything in a jurisdiction outside the United

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Kingdom which, in the opinion of the Board, is reasonably comparable to social security contributions.

10 Cash Awards

Notwithstanding anything to the contrary in these Rules, if the delivery of a Share Award to a Participant is prohibited under any laws or regulations of a relevant territory, no Participant subject to the laws or regulations of such territory shall receive a Share Award. Instead any Participant who would otherwise have received a Share Award may, if the Board so determines, receive a Cash Award equal to the Market Value of the number of Shares which would have been subject to such Share Award.

For the purposes of this Rule 10, Market Value means:

- 10.1** in respect of a Share Award which would otherwise have been delivered pursuant to Rule 4.2 of this Schedule 1, Market Value (as determined by the Board) as at the Relevant Repayment Date;
- 10.2** in respect of a Share Award which would otherwise have been delivered pursuant to Rule 7 of the Plan, Market Value (as determined by the Board) as at the date of death or cessation of office or employment (under Rule 7 of the Plan), or the date on which the Board gives notice to Participants (under Rule 8 of the Plan).

Subject to Rule 9.6 of this Schedule 1, any Cash Award shall be paid to the Participant as soon as practicable following the determination of Market Value specified above and any SARs which relate to a corresponding Share Award shall lapse immediately thereafter.