

EXCLUSIVE DISTRIBUTION AND SUPPLY AGREEMENT

This Exclusive Distribution and Supply Agreement ("**Agreement**") is made on this 12th day of September, 2017, and is effective October 1, 2017 ("**Effective Date**"), by and between Hikma Americas, Inc., a Tennessee corporation, with its principal place of business at 4750 Pleasant Hill Road, Memphis, Tennessee 38118 ("**Distributor**"), and Sebela Pharmaceuticals Inc., a Delaware corporation, with its principal place of business at 645 Hembree Parkway, Suite I, Roswell, Georgia 30076 ("**COMPANY**"). COMPANY and Distributor are individually referred to as "**Party**" and collectively as "**Parties**".

WHEREAS, COMPANY, through rights granted by its affiliate, has rights to promote, market, distribute, and sell the product set forth on **Exhibit 1** (the "**Product**"), including in the geographic territory set forth on **Exhibit 2** (the "**Territory**"), with the right to sublicense or assign such rights to third parties;

WHEREAS, Distributor is in the business of promoting, marketing, distributing and selling pharmaceutical products and wishes to promote, market, distribute and sell the Product in the Territory;

WHEREAS, Distributor desires to exclusively purchase from COMPANY and COMPANY desires to exclusively sell to Distributor the Product for use and sale in the Territory; and

WHEREAS, Distributor and COMPANY desire to enter into this Agreement to establish the terms and conditions on which COMPANY will grant Distributor the right to exclusively distribute the Product in the Territory.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1 APPOINTMENT AND DUTIES OF DISTRIBUTOR

1.1 Appointment and Acceptance. Subject to the terms and conditions of this Agreement, COMPANY hereby appoints Distributor as its exclusive (even as to COMPANY itself) distributor to promote, market, distribute and sell the Product in the Territory during the Term and Distributor hereby accepts such appointment. COMPANY grants to Distributor a non-sublicensable (except to affiliates), non-transferable license under the NDA for the Product, under the brand label, to promote, market, distribute and sell the Product in the Territory. It is expressly agreed that nothing in this Agreement shall be construed to grant Distributor any rights to manufacture Product or to distribute Product outside the Territory. COMPANY shall sell to Distributor, and Distributor shall purchase from COMPANY, all of Distributor's requirements of the Product, for promotion, marketing, distribution and sale in the Territory. From the Effective Date for the duration of the Term, COMPANY shall supply the Product in the Territory exclusively to Distributor and shall not supply the Product in the Territory to any third party, itself or its affiliates, and Distributor shall purchase the Product exclusively from COMPANY for promotion, marketing, distribution and sale in the Territory. As required by Applicable Law,