

EXCHANGE AGREEMENT

Date and Location: _____

Name: _____

Official Share Register Number(s): _____ (supplied by IQPL)

Mailing Address: _____

Email Address: _____

Telephone Number: _____

Number of IQPL Common Stock as of the date of this signature: _____

Bank or Depository of IQPL Common Stock: _____

Account number for IQPL Common Stock: _____

Contact Email Address for Bank or Depository of IQPL Common Stock:

This Exchange Agreement (this “**Agreement**”) is entered into as of

April , 2018 (the “**Effective Date**”), between ENGENAVIS, Inc., a Delaware corporation (“**ENGENAVIS**”), and the shareholder listed on Annex 1 hereto (“**Shareholder**”) of IQPL Licensing AG, a stock corporation duly organized under the laws of Switzerland (“**IQPL**”).

RECITALS

WHEREAS, ENGENAVIS and IQPL have entered into that certain Investment Agreement (the “**Investment Agreement**”) on or about March 26, 2018 pursuant to which, among other things, ENGENAVIS will agree to purchase up to 200,000,000 shares (the “**Investment**”) of common stock of IQPL, nominal value CHF 0,01 (“**IQPL Common Stock**”), through a private placement and bond offering (collectively, the “**Offering**”);

WHEREAS, as a condition to the Investment, the Investment Agreement requires that ENGENAVIS enter into share exchange agreements with certain holders of IQPL Common Stock pursuant to which such holders would (i) contribute their respective IQPL Common Stock in exchange for ENGENAVIS’ issuance of shares of ENGENAVIS common stock, par value \$0.0001 (“**ENGENAVIS Common Stock**”) to such holders, and (ii) agree to vote their shares of IQPL Common Stock, or grant an irrevocable proxy thereof to ENGENAVIS, prior to the consummation of the exchange in favor of all transactions contemplated by the Investment Agreement;

WHEREAS, Shareholder is the owner of the IQPL Common Stock listed on Annex 1 hereto;

WHEREAS, Shareholder and ENGENAVIS desire to enter into this Agreement pursuant to which Shareholder will agree to (i) contribute all of his/her/its shares of IQPL Common Stock to ENGENAVIS in exchange for shares of ENGENAVIS Common Stock simultaneously with the consummation of the Offering, and (ii) to allow ENGENAVIS to exercise the voting rights of his/her/its shares of IQPL Common Stock, or grant an irrevocable proxy thereof to ENGENAVIS, prior to the consummation of the exchange in favor of all transactions contemplated by the Investment Agreement; and

WHEREAS, the Share Exchange is intended to qualify for the safe harbor from registration under United States federal securities laws under Regulation S (“**Regulation S**”) of the United States Securities Act of 1933, as amended (the “**Securities Act**”), or under Section 4(a)(2) of the Securities Exchange Act of 1934, as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I THE EXCHANGE

Section 1.01 Agreement to Exchange. On the terms and subject to the conditions set forth herein, at the Closing (as defined herein), Shareholder hereby agrees to transfer, convey, and assign to ENGENAVIS all of his right, title, and interest in and to the shares of IQPL Common Stock set forth on Annex 1 hereto, which represent all of the IQPL Common Stock beneficially owned by Shareholder (the “**Contributed Shares**”), free and clear of any mortgage, pledge, lien, charge, security interest, claim, community property interest, option, equitable interest, restriction of any kind (including any restriction on use, voting, transfer, receipt of income, or exercise of any other ownership attribute), or other encumbrance (each, an “**Encumbrance**”). In exchange for the Contributed Shares, at Closing, on the terms and subject to the conditions set forth herein, ENGENAVIS hereby agrees to issue to Shareholder 1 share of ENGENAVIS Common Stock (the “**Exchanged Shares**”) for each 34.126 Contributed Shares (the “**Exchange**”). No fractional shares of ENGENAVIS Common Stock shall be issued in exchange for Contributed Shares; ENGENAVIS shall round to the nearest whole number the number of Exchanged Shares to be issued in the Exchange for the Contributed Shares. If applicable, the Shareholder shall inform the company or bank holding his/her/its shares of IQPL Common Stock in deposit of this Agreement on a timely basis, but at a minimum, prior to the Closing.

Section 1.02 Full Satisfaction. The Exchanged Shares delivered in accordance with the terms of this Agreement shall be deemed to have been delivered in full satisfaction of all rights pertaining to the Contributed Shares, and Shareholder acknowledges that, upon receipt of the Exchanged Shares, it shall have no further rights as a shareholder of IQPL.

Section 1.03 ENGENAVIS Closing Deliverables. At Closing, ENGENAVIS shall deliver to Shareholder the Exchanged Shares, pursuant to the terms and conditions in Section 1.06.

Section 1.04 Shareholder Closing Deliverables. At Closing, Shareholder shall deliver to ENGENAVIS the Contributed Shares, pursuant to the terms and conditions in Section 1.06.

Section 1.05 Closing. Subject to the terms and conditions of this Agreement, the Exchange contemplated hereby shall take place at a closing (the “**Closing**”) to be held simultaneously with the consummation of the Offering, at the offices of Squire Patton Boggs (US) LLP, 1 E. Washington Street, Suite 2700, Phoenix, AZ 85004, or at such other time or on such other date or at such other place as ENGENAVIS and Shareholder may mutually agree upon in writing (the day on which the Closing takes place being the “**Closing Date**”).

Section 1.06 Exchange Procedures.

(a) At the Closing, the Shareholder shall (i) deliver to ENGENAVIS one or more certificates representing all of the Contributed Shares with a stock power endorsed in blank, or (ii) in the case of book-entry shares representing all of the Contributed Shares, such evidence necessary to document the contribution of the Contributed Shares to ENGENAVIS, together with such other documentation as may be requested by ENGENAVIS to provide proof of contribution of the Contributed Shares to ENGENAVIS.

(b) Immediately following the delivery and assignment of all of the Contributed Shares as provided in Section 1.06(a), ENGENAVIS shall issue the Exchanged Shares to the Shareholder. ENGENAVIS may issue the Exchanged Shares in the form of a stock certificate or provide such evidence to Shareholder to verify the issuance of the Exchanged Shares to Shareholder has been recorded on ENGENAVIS' books and records.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF ENGENAVIS

Section 2.01 Organization and Authority of ENGENAVIS. ENGENAVIS is a corporation duly organized, validly existing and in good standing under the laws of Delaware. ENGENAVIS has full corporate power and authority to execute and deliver this Agreement, to carry out its respective obligations hereunder, and to consummate the transactions contemplated hereby. ENGENAVIS has obtained all necessary corporate approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the ENGENAVIS and (assuming due authorization, execution, and delivery by the other parties hereto) constitutes ENGENAVIS' legal, valid, and binding obligation, enforceable against ENGENAVIS in accordance with its terms.

Section 2.02 Capitalization. The authorized capital stock of ENGENAVIS consists of 25,000,000 shares of ENGENAVIS Common Stock. As of the date of this Agreement: (A) 14,681,954 shares of ENGENAVIS Common Stock were issued and outstanding; and (B) no shares of ENGENAVIS Common Stock were issued and held by ENGENAVIS in its treasury. There are no shares of ENGENAVIS preferred stock authorized or outstanding. There are 1,425,571 shares authorized or outstanding subscription, warrant, option, convertible or exchangeable security, or other right (contingent or otherwise) to purchase or otherwise acquire ENGENAVIS Common Stock. All of the outstanding shares of capital stock of ENGENAVIS are, and all shares of ENGENAVIS Common Stock which may be issued as contemplated or permitted by this Agreement, including the Exchanged Shares, will be, when issued, duly authorized, validly issued, fully paid, and non-assessable, not subject to any pre-emptive rights, and free of any Encumbrances created by ENGENAVIS in respect thereof. All issued and outstanding shares of ENGENAVIS Common Stock were issued in compliance with applicable law.

Section 2.03 No Registration. Assuming the accuracy of the representations made by the Shareholder in Section 3 hereof, the offer and exchange of the Exchanged Shares for the Contributed Shares in accordance with this Agreement are exempt from the registration and prospectus delivery requirements of the Securities Act, and the securities registration and qualification requirements of the currently effective provisions of applicable state securities laws in the United States.

Section 2.04 No Conflicts; Consents. The execution, delivery, and performance by ENGENAVIS of this Agreement do not conflict with, violate, or result in the breach of, or create any Encumbrances pursuant to any agreement, instrument, order, judgment, decree, law, or governmental regulation to which ENGENAVIS is a party or is subject. No governmental, administrative, or other third-party consents or approvals are required by or with respect to

ENGENAVIS in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Section 2.05 Condition and Sufficiency of Assets. The buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property of ENGENAVIS are structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property currently owned or leased by ENGENAVIS, together with all other properties and assets of ENGENAVIS, are sufficient for the continued conduct of ENGENAVIS' business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the business of ENGENAVIS as currently conducted.

Section 2.06 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of ENGENAVIS.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SHAREHOLDER

Shareholder represents and warrants to ENGENAVIS that the statements contained in this Article III are true and correct as of the date hereof.

Section 3.01 Authority of Shareholder. Shareholder is a shareholder of IQPL and has full power and authority to enter into this Agreement and any other documents required by this Agreement to which it is a party, to carry out his obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Shareholder of this Agreement and such other documents to which it is a party, the performance by Shareholder of his/her/its obligations hereunder and thereunder, and the consummation by Shareholder of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Shareholder. This Agreement has been duly executed and delivered by Shareholder, and (assuming due authorization, execution and delivery by ENGENAVIS) this Agreement constitutes a legal, valid and binding obligation of Shareholder enforceable against Shareholder in accordance with its terms.

Section 3.02 Title to Contributed Shares. Shareholder has good and marketable title to, and is the sole legal and beneficial owner of, the Contributed Shares to be exchanged by the Shareholder under this Agreement, free and clear of all Encumbrances, and has the sole legal right and authority to assign the Contributed Shares, free from any restrictions.

Section 3.03 No Other Equity Interest. Shareholder does not own any other shares of IQPL Common Stock, or have the right to receive shares of IQPL Common Stock, other than the Contributed Shares. The Contributed Shares represent all of Shareholder's legal and beneficial

equity interest in IQPL. The Shareholder hereby confirms that, as of the Closing, the Shareholder will have no interest in or rights to any securities of IQPL.

Section 3.04 No Conflicts; Consents. The execution, delivery, and performance by Shareholder of this Agreement do not conflict with, violate, or result in the breach of, or create any Encumbrances pursuant to any agreement, instrument, order, judgment, decree, law, or governmental regulation to which the Shareholder is a party or is subject. No governmental, administrative, or other third party consents or approvals are required by or with respect to Shareholder in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Section 3.05 Exchange for Own Account. The Exchanged Shares to be acquired by Shareholder hereunder will be acquired for investment purposes for the Shareholder's own account, not as a nominee or agent, and not with a view to the public resale or distribution thereof within the meaning of the Securities Act, and Shareholder has no present intention of selling, granting any participation in or otherwise distributing the same.

Section 3.06 Disclosure of Information. At no time was Shareholder presented with or solicited by any publicly issued or circulated newspaper, mail, radio, television or other form of general advertising or solicitation in connection with the offer, sale, purchase or exchange of the Exchanged Shares. Shareholder has received or has had full access to all the information that Shareholder considers necessary or appropriate to make an informed investment decision with respect to the Exchanged Shares to be acquired by Shareholder under this Agreement. Shareholder further has had an opportunity to ask questions and receive answers from ENGENAVIS regarding the terms and conditions of the offering of the Exchanged Shares and to obtain additional information necessary to verify any information furnished to Shareholder or to which Shareholder had access, and such answers and additional information have been received by Shareholder to Shareholder's satisfaction.

Section 3.07 Investment Experience. Shareholder understands that the acquisition of the Exchanged Shares may involve substantial risk. Shareholder (i) has experience as an investor in securities of companies in the development stage and acknowledges that Shareholder is able to fend for himself/herself/itself, can bear the economic risk of the Shareholder's investment in the Exchanged Shares, and has such knowledge and experience in financial or business matters that Shareholder is capable of evaluating the merits and risks of this investment in the Exchanged Shares and protecting the Shareholder's own interests in connection with this investment, and/or (ii) has a preexisting personal or business relationship with ENGENAVIS and certain of its officers, directors or controlling persons of a nature and duration that enables Shareholder to be aware of the character, business acumen and financial circumstances of such persons. Shareholder's current permanent residence is set forth on Annex 1.

Section 3.08 Accredited Investor. Shareholder (i) either (A) is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated by the United States Securities and Exchange Commission ("SEC") under the Securities Act, or (B) certifies that the Shareholder is not a "U.S. person" within the meaning of Rule 902 of Regulation S promulgated by the SEC under the Securities Act and that Shareholder is not acquiring the Exchanged Shares for the account or benefit of any such "U.S. person"; (ii) agrees to resell the Exchanged Shares only in compliance with the provisions of Regulation S, pursuant to registration under the Securities Act

and applicable state securities laws, or pursuant to an available exemption from the registration requirements of the Securities Act and applicable state securities laws and agrees not to engage in hedging transactions with regard to the Exchanged Shares except in compliance with the Securities Act and applicable state securities laws; (iii) agrees that any certificates for any Exchanged Shares issued to the Shareholder shall contain a legend to the effect that transfer of the Exchanged Shares is prohibited except in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act and applicable state securities laws or pursuant to an available exemption from the registration requirements of the Securities Act and applicable state securities laws and that hedging transactions involving the Exchanged Shares may not be conducted except in compliance with the Securities Act and applicable state securities laws; and (iv) agrees that ENGENAVIS is hereby required to refuse to register any transfer of any Exchanged Shares issued to the Shareholder not made in compliance with the provisions of Regulation S, pursuant to registration under the Securities Act and applicable state securities laws, or pursuant to an available exemption from the registration requirements of the Securities Act and applicable state securities laws.

Section 3.09 Restricted Securities. Shareholder understands that the Exchanged Shares are characterized as “restricted securities” under the Securities Act inasmuch as they are being acquired from ENGENAVIS in a transaction not involving a public offering and that under the Securities Act and applicable regulations thereunder such securities may be resold without registration under the Securities Act only in certain limited circumstances. Shareholder represents that Shareholder is familiar with Rule 144 promulgated by the SEC under the Securities Act and understands the resale limitations imposed by Rule 144 and by the Securities Act. Shareholder understands that ENGENAVIS is under no obligation to register any of the securities sold hereunder. Shareholder understands that no public market now exists for any of the Exchanged Shares and that none of ENGENAVIS, IQPL, or any of their respective officers, directors, employees or agents has made any assurances that a public market will ever exist for the Exchanged Shares.

Section 3.10 Legal Proceedings. There are no Actions pending or threatened (a) against or by Shareholder affecting the Contributed Shares; or (b) against or by Shareholder that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

Section 3.11 Tax Matters. Shareholder hereby agrees and acknowledges that the Exchange pursuant to this Agreement may result in adverse tax consequences depending on the application of applicable law. Shareholder further agrees and acknowledges that (a) Squire Patton Boggs (US) LLP has not represented Shareholder in connection with the drafting of this Agreement and the tax consequences resulting from entering into this Agreement; (b) neither ENGENAVIS nor IQPL has represented or assisted Shareholder in connection with the drafting of this Agreement and the tax consequences resulting from entering into this Agreement; (c) Shareholder has had an opportunity to consult with professionals of Shareholder’s own choosing with respect to any tax matters or tax consequences; and (d) Squire Patton Boggs (US) LLP has urged Shareholder to obtain such independent advice with respect to the tax consequences of entering into this Agreement, including the Exchange under this Agreement. Shareholder has had the opportunity to consult with independent tax advisors and fully understands the material tax consequences of the transaction contemplated hereunder. Shareholder acknowledges that it, and

not ENGENAVIS or IQPL, is liable for any taxes levied on the transfer of its Contributed Shares to ENGENAVIS in exchange for the Exchanged Shares.

Section 3.12 Registration Matters. Shareholder hereby agrees and acknowledges that the Exchange may result in various required securities or other registrations depending on the application of applicable law. Shareholder further agrees and acknowledges that (a) Squire Patton Boggs (US) LLP has not represented Shareholder in connection with potential registration requirements of applicable law; (b) neither ENGENAVIS nor IQPL has represented or assisted Shareholder in connection with the potential registration requirements under applicable law; (c) Shareholder has had an opportunity to consult with professionals of Shareholder's own choosing with respect to any registration requirements under applicable law; and (d) Squire Patton Boggs (US) LLP has urged Shareholder to obtain such independent advice with respect to any registration requirements as a result of the Exchange.

Section 3.13 Compliance With Laws. Shareholder has complied, and is now complying, with all laws applicable to the Contributed Shares. The Exchange, and Shareholder's continued beneficial ownership of the Exchanged Shares, will not violate any applicable securities or other laws of any jurisdiction applicable to the Shareholder.

Section 3.14 Continuing Nature of Representations and Warranties. Shareholder shall take all action necessary to ensure that all representations and warranties set forth in this Section 3 continue to be accurate, true and complete in all respects as of the Closing. Shareholder agrees, upon request of ENGENAVIS, to certify to ENGENAVIS that all such representations and warranties are accurate, true and complete in all respects as of the Closing.

Section 3.15 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Shareholder.

ARTICLE IV COVENANTS

Section 4.01 Conduct of Business Prior to the Closing. From the date hereof until the Closing, except as otherwise provided in this Agreement, the Investment Agreement, or consented to in writing by Shareholder (which consent shall not be unreasonably withheld or delayed), ENGENAVIS shall (a) conduct its business in the ordinary course of business consistent with past practice; and (b) use reasonable best efforts to maintain and preserve intact the current organization, business, and franchise of ENGENAVIS and to preserve the rights, franchises, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having business relationships with ENGENAVIS.

Section 4.02 Contributed Shares. From the date hereof until Closing, Shareholder shall not sell, assign, convey, or transfer any of the Contributed Shares, or create any Encumbrance in the Contributed Shares.

Section 4.03 Irrevocable Proxy. On the Effective Date, Shareholder hereby agrees to transfer his/her/its voting rights to ENGENAVIS and irrevocably appoint ENGENAVIS as the

sole and exclusive proxy of Shareholder, with full power of substitution and resubstitution, to vote and exercise all voting related rights with respect to all of the Contributed Shares. Each of the proxy and power of attorney granted pursuant to the immediately preceding sentence is given in consideration of the agreements and covenants of ENGENAVIS and the parties in connection with the transactions contemplated by the Investment Agreement as well as this Agreement and, as such, each is coupled with an interest and shall be irrevocable unless and until this Agreement terminates or expires pursuant to its terms. In the event the irrevocable proxy granted to ENGENAVIS is deemed unenforceable pursuant to applicable law, Shareholder hereby agrees that on and after the Effective Date through the Closing, Shareholder will vote all of the Contributed Shares in favor of all transactions contemplated by the Investment Agreement. Shareholder shall submit this Agreement, signed by it, to IQPL and IQPL shall submit all such agreements to ENGENAVIS prior to the next IQPL shareholder meeting on a timely basis to allow ENGENAVIS to exercise the voting rights of Shareholder.

Section 4.04 Disposition. Shareholder agrees not to make any disposition of all or any portion of the Exchanged Shares unless and until (a) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made pursuant to such registration statement, or (b) Shareholder shall have notified ENGENAVIS of the proposed disposition and shall have furnished ENGENAVIS with a statement of the circumstances surrounding the proposed disposition, and, at the expense of ENGENAVIS or its transferee, with an opinion of counsel, satisfactory to ENGENAVIS in its reasonable discretion, that such disposition will not require registration of such securities under the Securities Act or any state securities laws.

Section 4.05 Public Announcements. Unless otherwise required by applicable law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

Section 4.06 Closing Conditions. From the date hereof until the Closing, each party hereto shall use reasonable best efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article V hereof.

Section 4.07 Further Assurances. After the Closing, each of the parties hereto shall, and shall cause their respective affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

ARTICLE V CONDITIONS TO CLOSING

Section 5.01 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(a) That the transactions according to the Investment Agreement and the transaction according to this Agreement allow ENGENAVIS to acquire at least 55%, on a Fully-Diluted Basis (as defined in the Investment Agreement), of IQPL Common Stock (after the transactions according to the Investment Agreement).

(b) The Offering shall have been consummated.

(c) No governmental authority shall have enacted, issued, promulgated, enforced or entered any governmental order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

(d) No Action shall have been commenced which would prevent the Closing.

Section 5.02 Conditions to Obligations of ENGENAVIS. The obligations of ENGENAVIS to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or ENGENAVIS' waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of Shareholder contained in this Agreement and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date.

(b) Shareholder shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

ENGENAVIS shall have received a certificate representing all of the Contributed Shares with a stock power endorsed in blank, or in the case of book-entry shares representing all of the Contributed Shares, such evidence necessary to document the contribution of the Contributed Shares to ENGENAVIS, together with such other documentation as may be requested by ENGENAVIS to provide proof of contribution of the Contributed Shares to ENGENAVIS, including, without limitation (i) a copy of the written instruction of Shareholder to its custodian to transfer the Contributed Shares on the securities account that shall have been designated by ENGENAVIS, and a copy of the written confirmation from the custodian that it will execute the transfer of the Contributed Shares as instructed, (ii) a copy of a resolution of the board of directors of IQPL approving, contingent on the transaction contemplated by this Agreement being consummated, the transfer of the Contributed Shares to ENGENAVIS and (iii) the stock ledger of IQPL in which ENGENAVIS is entered into as the Shareholder with voting rights with respect to the relevant Contributed Shares.

(c) Shareholder shall have delivered to ENGENAVIS such other documents or instruments as ENGENAVIS reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

Section 5.03 Conditions to Obligations of Shareholder. The obligations of Shareholder to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or ENGENAVIS' waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of ENGENAVIS contained in this Agreement and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date.

(b) ENGENAVIS shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) ENGENAVIS shall have issued the Exchanged Shares to the Shareholder in the form of a stock certificate or provide such evidence to Shareholder to verify the issuance of the Exchanged Shares to Shareholder has been recorded on ENGENAVIS' books and records.

(d) ENGENAVIS shall have delivered to Shareholder such other documents or instruments as Shareholder reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

ARTICLE VI TERMINATION

Section 6.01 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of ENGENAVIS and Shareholder;

(b) by ENGENAVIS by written notice to Shareholder if:

(i) ENGENAVIS is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Shareholder pursuant to this Agreement and such breach, inaccuracy or failure has not been cured by Shareholder within ten days of Shareholders' receipt of written notice of such breach from ENGENAVIS; or

(ii) any of the conditions set forth in Section 5.01 or Section 5.02 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by December 15, 2018, unless such failure shall be due to the failure of ENGENAVIS to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;

(c) by Shareholder by written notice to ENGENAVIS if:

(i) Shareholder is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any

representation, warranty, covenant or agreement made by ENGENAVIS pursuant to this Agreement and such breach, inaccuracy or failure has not been cured by ENGENAVIS within ten days of ENGENAVIS' receipt of written notice of such breach from Shareholder; or

(ii) any of the conditions set forth in Section 5.01 or Section 5.03 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by December 15, 2018, unless such failure shall be due to the failure of Shareholder to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing; or

(d) by ENGENAVIS or Shareholder in the event that (i) there shall be any law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited, (ii) any governmental authority shall have issued a governmental order restraining or enjoining the transactions contemplated by this Agreement, and such governmental order shall have become final and non-appealable, or (iii) the Offering shall not have been consummated by December 15, 2018.

Section 6.02 Effect of Termination. In the event of the termination of this Agreement in accordance with this Article VI, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except:

(a) as set forth in this Article VI and Article VII hereof; and

(b) that nothing herein shall relieve any party hereto from liability for any willful breach of any provision hereof.

ARTICLE VII MISCELLANEOUS

Section 7.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors, tax advisors, and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

Section 7.02 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, U.S.A. without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

Section 7.03 Submission to Jurisdiction. Each of the parties hereto irrevocably agrees that any Action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by any other party hereto or its successors or assigns shall be brought and determined exclusively in the Court of Chancery of the State of Delaware, or in the event (but only in the event) that such court does not have subject matter

jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware.

Section 7.04 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

Section 7.05 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.05):

If to Shareholder: To the Address listed in Annex 1 to this Agreement

If to ENGENAVIS: ENGENAVIS Inc.
8541 E. Anderson Dr. Suite 100,
Scottsdale Arizona 85255, USA
Email: gweiss@engenavis.com
Attention: George Weiss

with a copy (which shall not constitute notice to the ENGENAVIS) to: Squire Patton Boggs (US) LLP
1 E. Washington Street, Suite 2700
Phoenix, AZ 85004
Facsimile: (602) 253-8129
Email: matthew.holman@squirepb.com
Attention: Matthew M. Holman

or to such other persons, addresses or facsimile numbers as may be designated in writing by the person entitled to receive such communication as provided above.

Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties to this Agreement with respect to the subject matter of this Agreement.

Section 7.06 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and respective successors and nothing herein, express

or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.07 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 7.08 Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 7.09 Remedies. Except as otherwise provided in this Agreement, any and all remedies expressly conferred upon a party to this Agreement will be cumulative with, and not exclusive of, any other remedy contained in this Agreement, at law, or in equity. The exercise by a party to this Agreement of any one remedy will not preclude the exercise by it of any other remedy.

Section 7.10 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver.

Section 7.11 Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any federal court located in the State of Delaware or any Delaware state court, in addition to any other remedy to which they are entitled at Law or in equity.

Section 7.12 Confidentiality. From and after the Effective Date, the parties to this Agreement will, and will cause their respective affiliates, directors, officers, employees, agents and advisors (collectively, “**Affiliates**”) to, keep this Agreement, any related correspondence, and the terms of this Agreement in strict confidence. From and after the Effective Date, the parties to this Agreement will maintain in confidence, and will cause their respective Affiliates to maintain in confidence, and not use to the detriment of any other party hereto, any and all information, whether written or oral, that is obtained from another party hereto in connection with, this Agreement or any other agreement referenced herein or the transactions referenced or contemplated hereby or thereby, except to the extent (a) such information is known to others not

bound by a duty of confidentiality or such information becomes publicly available through no fault of the disclosing party, (b) is lawfully acquired by the a party hereto or any of its Affiliates, or (c) the disclosure of such information is required by law or any order from a governmental authority. If a party hereto is required to disclose any information by judicial or administrative process or other requirements of any law, such party shall notify the other party in writing and shall disclose only that portion of such information which such party is advised by its counsel is legally required to disclose, and shall use reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

Section 7.13 Counterparts. This Agreement may be executed in any number of counterparts, all of which will be one and the same agreement. This Agreement will become effective when each party to this Agreement will have received counterparts signed by all of the other parties.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ENGENAVIS

ENGENAVIS, Inc., a Delaware corporation

By:

Name:

Title:

SHAREHOLDER / AKTIONÄR

Name:
