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

FORM 20-F

(Mark One)

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

OR

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended November 30, 2023

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☐ **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 _____

For the transition period from _____ to_____

Commission file number 001-35203

THERATECHNOLOGIES INC.
(Exact name of Registrant as specified in its charter)

THERATECHNOLOGIES INC.
(Translation of Registrant's name into English)

Quebec
(Jurisdiction of incorporation or organization)

2015 Peel Street, 11th Floor, Montreal, Quebec, Canada, H3A 1T8
(Address of principal executive offices)

Jocelyn Lafond, Tel.: (438) 315-6607, Fax: (514) 331-9691
2015 Peel Street, 11th Floor, Montreal, Quebec, Canada, H3A 1T8
(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Shares, no par value	THTX	NASDAQ Capital Market

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Securities registered or to be registered pursuant to Section 12(g) of the Act.

(Title of Class)

(Title of Class)

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act.

Common Shares
(Title of Class)

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report.

45,980,019 Common 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 ☒

Note – Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 from their obligations under those Sections.

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 every Interactive Data File required to be submitted 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 such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See definition of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

☐ Large accelerated filer ☐ Accelerated filer ☒ Non-accelerated filer ☒ Emerging Growth Company

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards† provided pursuant to Section 13(a) of the Exchange Act. ☐

† The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b) by the registered public accounting firm that prepared or issued its audit report. ☐

Auditor Name: KPMG LLP Auditor Location: Montreal, Quebec, Canada Auditor Firm ID: 85

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive- based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark which basis of accounting the registrant has used to prepare the 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 ☒

(APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE PAST FIVE YEARS)

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court. ☐ Yes ☐ No

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BASIS OF PRESENTATION

In this Annual Report on Form 20-F ("Annual Report"):

- References to "Theratechnologies", the "Company", the "Corporation", "we", "our" and "us" or similar terms refer to Theratechnologies Inc. and its subsidiaries on a consolidated basis, unless otherwise indicated or unless the context requires otherwise.

- *EGRIFTA SV*® (tesamorelin for injection) refers to tesamorelin indicated for the reduction of excess abdominal fat in HIV-infected adult patients with lipodystrophy. *EGRIFTA SV*® is our registered trademark in the United States and this mark is used in the United States to commercialize tesamorelin for the reduction of excess abdominal fat in HIV-infected adult patients with lipodystrophy.

- Trogarzo® (ibalizumab-uiyk) refers to a recombinant humanized monoclonal antibody. Trogarzo®, in combination with other antiretroviral(s) ("ARV"), is indicated for the treatment of human immunodeficiency virus type 1 ("HIV-1") infection in heavily treatment-experienced adults with multidrug-resistant ("MDR") HIV-1 infection failing their current ARV regimen. Trogarzo® is a registered trademark of TaiMed Biologics, Inc. ("TaiMed") and is under licence to us for use in the United States and Canada.

- *THERA Patient Support*® is our registered trademark in the United States and it refers to our patients and physicians service desk providing support to these people in connection with our commercialized products.

- *SORT1+ Technology* is our trademark and refers to our licensed platform to develop peptide-drug conjugates ("PDC").

- Except as otherwise indicated, the financial information contained in this Annual Report and in our financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS"), as issued by the International Accounting Standards Board ("IASB").

- The Company's functional and presentation currency is the United States dollar. Except as otherwise indicated, all monetary amounts set forth in this Annual Report are expressed in United States dollar.

- References to "$" and "US$" are to U.S. dollars and references to "CA$" or "CAD" are to Canadian dollars.

- Any references in this Annual Report to the number of common shares ("Common Shares") (including earnings per share), Marathon Warrants (as defined below), share options and the exercise price of the Marathon Warrants, share options and other equity-linked securities issued by the Corporation have been retrospectively adjusted and restated to reflect the effect of the Consolidation (as defined below), on a retrospective basis.

- All information is provided as of November 30, 2023, except where otherwise stated.

FORWARD-LOOKING STATEMENTS

This Annual Report and the documents contained herein by reference contain forward-looking statements and forward-looking information within the meaning of applicable securities laws that are based on our management's belief and assumptions and on information currently available to our management (collectively, "Forward-Looking Statements"). In some cases, you can identify Forward-Looking Statements by terms such as "may", "will", "should", "could", "would", "expect", "plan", "anticipate", "believe", "estimate", "project", "predict", "intend", "potential", "continue" and similar expressions intended to identify Forward-Looking Statements. Although we believe that the expectations reflected in these Forward-Looking Statements are reasonable, these statements relate to future events or our future performance, and involve known and unknown risks, uncertainties and other factors that may cause our actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by these Forward-Looking Statements. Forward-Looking Statements include, but are not limited to, statements about:

- our expectations regarding the commercialization of *EGRIFTA SV*® and Trogarzo®, despite new market entrants;

- our ability and capacity to grow the sales of *EGRIFTA SV*® and Trogarzo® successfully in the United States;
- our capacity to meet supply and demand for our products;
- our revenue and Adjusted EBITDA (as defined below) guidance, which are based on our assumption that our revenues continue to grow in Fiscal 2024 and that we continue our close monitoring and management of expenses;
- our ability to continue generating a positive Adjusted EBITDA;
- the market acceptance of *EGRIFTA SV*® and Trogarzo® in the United States;
- the continuation of our collaborations and other significant agreements with our existing commercial partners and third-party suppliers and our ability to establish and maintain additional collaboration agreements;
- our success in continuing to seek and in maintaining reimbursement for *EGRIFTA SV*® and Trogarzo® by third-party payors in the United States;
- the pricing and reimbursement conditions of other competing drugs or therapies that are or may become available;
- our ability to protect and maintain our intellectual property rights in tesamorelin and our other peptide-drug conjugates;
- our capacity to enroll patients and complete our Phase 1 clinical trial studying sudocetaxel zendusortide;
- our ability to develop other peptide-drug conjugates generated through our SORT1+Technology™ platform;
- our ability to successfully address the questions raised by the FDA in its complete response letter ("CRL") regarding the F8 formulation of tesamorelin ("F8 Formulation") and to resubmit the F8 Formulation for approval to the United States Food and Drug Administration ("FDA");
- the approval of the F8 Formulation by the FDA;
- our ability to successfully complete the human factors validation study ("HFS") results for *EGRIFTA SV*® and to resubmit a Changes Being Effected ("CBE") supplement with the FDA for *EGRIFTA SV*® on or before September 15, 2024, or any other prescribed deadline we may be able to negotiate with the FDA;
- our capacity to meet the undertakings, covenants and obligations contained in the credit agreement dated July 20, 2022, as amended from time to time ("Marathon Credit Agreement"), entered into with Marathon's affiliates (collectively "Marathon") and not be in default thereof;
- our capacity to find a partner to conduct a Phase 2b/3 clinical trial using tesamorelin for the treatment of nonalcoholic steatohepatitis ("NASH") in the general population;
- our capacity to find a partner to pursue the development of sudocetaxel zendusortide once the Phase 1 clinical trial is completed;
- our capacity to acquire, in-license, or copromote new commercialized drug products;
- our expectations regarding our financial performance, including revenues, expenses, gross margins, profitability, liquidity, capital expenditures and income taxes;
- our estimates regarding our capital requirements; and
- our ability to meet the timelines set forth herein.

Such statements reflect our current views with respect to future events and are subject to certain risks, uncertainties and assumptions which may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed in or implied by the Forward-Looking Statements. Certain assumptions made in preparing the Forward-Looking Statements include that:

- sales of *EGRIFTA SV*® and Trogarzo® in the United States will increase over time;
- our expenses will remain under control;
- our commercial practices in the United States will not be found to be in violation of applicable laws;
- the long-term use of *EGRIFTA SV*® and Trogarzo® will not change their respective current safety profile;
- no recall or market withdrawal of *EGRIFTA SV*® and Trogarzo® will occur;
- no laws, regulation, order, decree or judgment will be passed or issued by a governmental body negatively affecting the marketing, promotion or sale of *EGRIFTA SV*® and Trogarzo® in the United States;
- continuous supply of *EGRIFTA SV*® and Trogarzo® will be available to meet market demand on a timely basis;
- our relations with third-party suppliers of *EGRIFTA SV*® and Trogarzo® will be conflict-free;
- the level of product returns and the value of chargebacks and rebates will not exceed our estimates in relation thereto;
- no biosimilar version of tesamorelin will be approved by the FDA;
- we will be able to satisfactorily answer all of the questions asked by the FDA in the CRL related to the F8 Formulation and to resubmit our file to the FDA seeking the approval of the F8 Formulation;
- the FDA will approve the F8 Formulation;
- no vaccine or cure will be found for the prevention or eradication of HIV;
- the HFS for *EGRIFTA SV*® will be successfully completed and we will resubmit a CBE supplement with the FDA for *EGRIFTA SV*® within the prescribed timelines;
- the FDA will approve the CBE supplement for *EGRIFTA SV*®;
- the FDA will approve the intramuscular ("IM") method of administration for the maintenance dose of Trogarzo®;
- we will not default under the terms and conditions of the Marathon Credit Agreement, including meeting the minimum liquidity and Marathon Adjusted EBITDA (as defined below) target covenants therein;
- the interest rate on the amount borrowed from Marathon under the Marathon Credit Agreement will not materially vary upwards;
- the Corporation will continue as a going concern;
- we will find a partner to conduct a Phase 2b/3 clinical trial studying tesamorelin for the treatment of NASH in the general population;
- we will be able to recruit patients for our Phase 1 clinical trial studying sudocetaxel zendusortide and will be able to see signs of efficacy without observing material adverse effects;
- we will find a partner to pursue the development of sudocetaxel zendusortide once the Phase 1 clinical trial has been completed;

- our research and development activities will yield positive results;

- the data obtained from our market research on the potential market for *EGRIFTA SV*® and on the potential market for Trogarzo® in the United States are accurate;

- the timelines set forth herein will not be materially adversely impacted by unforeseen events that could arise subsequent to the date of this Annual Report;

- our business plan will not be substantially modified; and

- no international event, such as a pandemic or worldwide war, will occur and adversely affect global trade.

Forward-Looking Statements reflect our current views with respect to future events and are based on assumptions and subject to risks and uncertainties. Given these risks and uncertainties, the Forward-Looking Statements and circumstances discussed in this Annual Report may not occur, and you should not place undue reliance on these Forward-Looking Statements. We discuss many of our risks in greater detail under "Item 3D – Risk Factors" (below) but additional risks and uncertainties, including those that we do not know about or that we currently believe are immaterial, may also adversely affect the Forward-Looking Statements, our business, financial condition and prospects. Also, these Forward-Looking Statements represent our estimates and assumptions only as of the date of this Annual Report. We undertake no obligation and do not intend to update or revise these Forward-Looking Statements, unless required by law. We qualify all of the information presented in this Annual Report, and particularly our Forward-Looking Statements, with these cautionary statements.

STATUS AS AN EMERGING GROWTH COMPANY

We are an "emerging growth company" as defined in Section 3(a) of the United States Securities Exchange Act of 1934, as amended ("Exchange Act") by the Jumpstart Our Business Startups Act of 2012 ("JOBS Act"), and we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies. We will continue to qualify as an "emerging growth company" until the earliest to occur of: (a) the last day of the fiscal year during which we had total annual gross revenues of $1,235,000,000 (as such amount is indexed for inflation every 5 years by the United States Securities and Exchange Commission ("SEC")) or more; (b) the last day of our fiscal year following the fifth anniversary of the date of the first sale of equity securities pursuant to an effective registration statement under the United States Securities Act of 1933, as amended ("Securities Act"); (c) the date on which we have, during the previous 3-year period, issued more than $1,000,000,000 in non-convertible debt; or (d) the date on which we are deemed to be a "large accelerated filer", as defined in Exchange Act Rule 12b-2. We expect to continue to be an emerging growth company for the immediate future.

Generally, a registrant that registers any class of its securities under Section 12 of the Exchange Act is required to include in the second and all subsequent annual reports filed by it under the Exchange Act a management report on internal control over financial reporting and, subject to an exemption available to registrants that are neither an "accelerated filer" or a "large accelerated filer" (as those terms are defined in Exchange Act Rule 12b-2), an auditor attestation report on management's assessment of internal control over financial reporting. However, for so long as we continue to qualify as an emerging growth company, we will be exempt from the requirement to include an auditor attestation report on management's assessment of internal controls over financial reporting in its annual reports filed under the Exchange Act, even if we were to qualify as an "accelerated filer" or a "large accelerated filer".

FOREIGN PRIVATE ISSUER FILINGS

We are considered a "foreign private issuer" pursuant to Rule 405 promulgated under the Securities Act. In our capacity as a foreign private issuer, we are exempt from certain rules under the Exchange Act that impose certain disclosure obligations and procedural requirements for proxy solicitations under Section 14 of the Exchange Act. In addition, our officers, directors and principal shareholders are exempt from the reporting and "short-swing" profit recovery provisions of Section 16 of the Exchange Act and the rules under the Exchange Act with respect to their purchases and sales of our shares. Moreover, we are not required to file periodic reports and financial statements with the SEC as frequently or as promptly as United States companies whose securities are registered under the Exchange Act. In addition, we are not required to comply with Regulation FD, which restricts the selective disclosure of material information. For as long as we are a "foreign private issuer" we intend to file our annual financial statements on Form 20-F and furnish our quarterly financial statements on Form 6-K to the SEC for so long as we are subject to the reporting requirements of Section 13(g) or 15(d) of the Exchange Act. However, the information we file or furnish may not be the same as the information that is required in annual and quarterly reports on Form 10-K or Form 10-Q for United States domestic issuers. Accordingly, there may be less information publicly available concerning us than there is for a company that files as a domestic issuer.

We may take advantage of these exemptions until such time as we are no longer a foreign private issuer. We are required to determine our status as a foreign private issuer on an annual basis at the end of our second fiscal quarter. We would cease to be a foreign private issuer at such time as more than 50% of our outstanding voting securities are held by United States residents and any of the following three circumstances applies: (1) the majority of our executive officers or directors are United States citizens or residents; (2) more than 50% of our assets are located in the United States; or (3) our business is administered principally in the United States. If we lose our "foreign private issuer status" we would be required to comply with Exchange Act reporting and other requirements applicable to United States domestic issuers, which are more detailed and extensive than the requirement for foreign private issuers.

NON-IFRS AND NON-U.S. GAAP MEASURE

The information presented in this Annual Report includes a measure that is not determined in accordance with IFRS or U.S. generally accepted accounting principles ("U.S. GAAP"), being the term "Adjusted EBITDA". "Adjusted EBITDA" is used by the Corporation as an indicator of financial performance and is obtained by adding to net profit or loss, finance income and costs, depreciation and amortization, income taxes, share-based compensation from stock options, certain restructuring costs and certain write-downs (or related reversals) of inventories. "Adjusted EBITDA" excludes the effects of items that primarily reflect the impact of long-term investment and financing decisions rather than the results of day-to-day operations. The Corporation believes that this measure can be a useful indicator of its operational performance from one period to another. The Corporation uses this non-IFRS measure to make financial, strategic and operating decisions. "Adjusted EBITDA" is not a standardized financial measure under the financial reporting framework used to prepare the financial statements of the Corporation to which the measure relates and might not be comparable to similar financial measures disclosed by other issuers. A quantitative reconciliation of Adjusted EBITDA is presented under "Item 5 – Operating and Financial Review and Prospects – Reconciliation of Adjusted EBITDA" of this Annual Report.

The calculation of the "Adjusted EBITDA" in this Annual Report is different from the calculation of the adjusted EBITDA ("Marathon Adjusted EBITDA") under the Marathon Credit Agreement for the purpose of complying with the covenants therein.

PART I

Item 1. Identity of Directors, Senior Management and Advisers

A. ***Directors and senior management.***

Not applicable

B. ***Advisers.***

Not applicable

C. ***Auditors.***

Not applicable

Item 2. Offer Statistics and Expected Timetable

A. ***Offer Statistics***

Not applicable

B. ***Method and Expected Timetable***

Not applicable

Item 3. Key Information

A. ***(Reserved)***

B. ***Capitalization and indebtedness***

Not applicable

C. ***Reasons for the offer and use of proceeds***

Not applicable

D. ***Risks factors***

Before you invest in our securities, you should understand the high degree of risk involved and consider carefully the risks and uncertainties described below. The following risks may adversely impact our business, financial condition, operating results and prospects. Additional risks and uncertainties, including those that we do not know about or that we currently believe are immaterial, may also develop as our operations evolve and, therefore, may adversely affect our business, financial condition, operating results or prospects. As a result, the trading price of our securities, including our common shares, could decline and you could lose all or part of your investment.

This Annual Report also contains Forward-Looking Statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in these Forward-Looking Statements as a result of certain factors, including the risks described below.

Risks Related to the Corporation's Cash Position

The Corporation's report of independent registered public accounting firm ("Auditors Report") to shareholders and the Board of Directors of the Corporation, as well as note 1 to the audited consolidated financial statements of the Corporation for the fiscal year ended November 30, 2023 contains a going concern note about the Corporation's ability to continue as a going concern and its capacity to honor its obligations as they fall due during a period of at least, but not limited to, 12 months from November 30, 2023. The going concern note casts substantial doubt about the capacity of the Corporation to meet its monetary obligations.

The Corporation's Auditors Report to the shareholders and Board of Directors, as well as note 1 to the audited annual consolidated financial statements of the Corporation for the fiscal year ended November 30, 2023, contains a going concern note about the Corporation's ability to continue as a going concern and the capacity of the Corporation to realize its assets and discharge its liabilities and commitments in the normal course of business. The going concern note casts substantial doubt about the capacity of the Corporation to honor its obligations as they fall due during a period of at least 12 months from November 30, 2023.

A breach of a financial covenant under the Marathon Credit Agreement would entitle the lender to demand immediate repayment of the Corporation's debt. As at November 30, 2023, the Corporation's cash, bonds and money market funds amounted to $40.4 million whereas the principal of the loan to be reimbursed would amount to $60.6 million. Therefore, the Corporation could be unable to reimburse its debt unless it is able to find additional external financing by way of an equity offering. Absent such additional source of financing, the Corporation may have to resort to insolvency laws.

In the event there occurs an event of default under the Marathon Credit Agreement, the interest rate payable on the loaned amount increases by 300 basis points and Marathon has the right to declare all amounts outstanding under the loan immediately due and payable. If Marathon was to declare all loaned amounts due and payable under the Marathon Credit Agreement, the Corporation would not currently be able to repay such amount unless it secures additional financings. Therefore, the Corporation would have to issue additional equity or secure access to alternative funding enabling it to repay in full the loaned amounts under the Marathon Credit Agreement. The issuance of additional equity would dilute current shareholders and such dilution could be substantial depending on the amount of money the Corporation would have to raise and the price at which such equity offering would be made. In the event the Corporation is unable to implement measures allowing it to secure the repayment of its debt, the Corporation could also have to sell or liquidate its assets or resort to insolvency laws. A recourse to any of these alternatives would have a material adverse effect on the Corporation and its shareholders.

The Marathon Credit Agreement contains various covenants, undertakings and obligations, any breach of which could trigger an event of default under the Marathon Credit Agreement resulting in the interest rate payable on any outstanding loaned amount to be increased by 300 basis points and would allow Marathon to declare such principal amount and interest thereon immediately due and payable. Marathon would have the option to foreclose on all of the assets of the Corporation pursuant to the liens registered against all of the assets of the Corporation.

An event of default under the Marathon Credit Agreement resulting in Marathon declaring all principal amount and interest thereon immediately due and payable would require the Corporation to seek and find alternative sources of financing if liquidities readily available to the Corporation were below the amount of the debt to be repaid. As at November 30, 2023, the Corporation had approximatively $40.4 million in cash, bonds and money market funds while the principal of the debt amounted to $60.6 million. Alternative sources of financing could include the issuance of equity, subject to then prevailing market conditions. The issuance of equity security would dilute shareholders and such dilution could be substantial depending on the price at which the equity offering would be made and the amount to be raised. If the Corporation was unable to secure additional financing to repay any of its outstanding loaned amount, the Corporation could have to sell or liquidate its assets or resort to insolvency laws. A recourse to any of these alternatives would have a material adverse effect on the Corporation and its shareholders.

In the past, the Corporation has breached certain terms and conditions of the Marathon Credit Agreement. While we have been successful in negotiating waivers of default and amendments to the Marathon Credit Agreement, there can be no assurance that, going forward, Marathon will agree to additional waivers or amendments to the Marathon Credit Agreement if the Corporation breaches any of the covenants, undertakings or obligations under such agreement. Furthermore, any additional waivers or amendments to the Marathon Credit Agreement could be costly to the Corporation. The failure to amend the Marathon Credit Agreement or to obtain a waiver from Marathon in the future in the event we are in default under the Marathon Credit Agreement could have a material adverse effect on the Corporation and its business prospects in the event Marathon declares all principal amounts and interest thereon immediately due and payable and the Corporation is unable to repay the loaned amounts.

We did not generate a profit from our operations in the fiscal year ended November 30, 2023. There can be no guarantee that we will ever achieve profitability.

We have a history of net losses, including a net loss of $24 million for the fiscal year ended November 30, 2023. In the future, our profitability will mainly depend on our capacity to successfully maintain the commercialization of *EGRIFTA SV*® and Trogarzo® in the United States through a low-cost and effective distribution network, compliance with applicable laws, the recruitment and retention of talented personnel, the deployment of effective marketing campaigns and through continued reimbursement coverage for *EGRIFTA SV*® and Trogarzo® under U.S. Medicare and Medicaid programs and under private-health insurers programs in the United States. Our long-term profitability will also depend on our ability and capacity to acquire or in-license additional commercialized drug products immediately accretive to our business, and to control our operating expenses.

There is no guarantee that we will continue succeeding in growing sales of *EGRIFTA SV*® and Trogarzo® in the United States or that we will be successful in acquiring or in-licensing additional commercialized drug products. The acquisition or in-licensing of additional commercialized drug products will depend on our ability to identify such products, our capacity to enter into agreements on terms satisfactory to us and to obtain all approvals, if any are required. If revenues grow more slowly than we anticipate or if our operating expenses exceed our expectations, our business, financial condition and operating results could be materially adversely affected, and we may never obtain or sustain profitability.

We may not be able to generate sufficient cash from our operating activities to service our debt obligations.

Future financial and operating performance remain subject to prevailing economic and competitive conditions and to certain financial, business and other factors beyond our control. We may be unable to generate a level of positive cash flows from operating activities sufficient to pay the principal and interest on the loan provided by Marathon.

For the three months ended November 30, 2023, and for the fiscal year ended November 30, 2023, the Corporation had negative operating cash flows of $4.1 million and $5.7 million, respectively. If the cash flow we generate and our capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay expenditures and capital additions, seek additional capital or restructure or refinance our debt. These measures may not be successful and may not permit us to meet our scheduled debt service obligations. In the absence of such cash flows and resources, we could face substantial liquidity problems and we could have to resort to insolvency laws to seek protection from our creditors.

Interest rate fluctuations may have a material adverse effect on our capacity to reimburse the loaned amounts under the Marathon Credit Agreement and on our capacity to execute on our business plan.

The interest rate we have to pay Marathon under the Marathon Credit Agreement is based on the Secured Overnight Financing Rate (“SOFR”), plus 9.5%.

SOFR is a broad measure of the cost of borrowing cash overnight collateralized by U.S. Treasury securities. SOFR has a limited history, and the future performance of SOFR cannot be predicted based on its limited historical performance. The level of SOFR may bear little or no relation to historical, actual or indicative data. Prior observed patterns, if any, in the behavior of market variables and their relation to SOFR, such as correlations, may change in the future. While some pre-publication historical data have been released by the Federal Reserve Bank of New York, such analysis inherently involves assumptions, estimates and approximations, and hypothetical or historical performance data are not indicative of, and have no bearing on, the potential performance of SOFR. The future performance of SOFR is therefore impossible to predict, and no future performance of SOFR may be inferred from any of the historical, actual or indicative data. Changes in the levels of SOFR will affect the interest rate we have to pay to Marathon under the Marathon Credit Agreement during the term of the loan and may adversely affect the amount of cash we will have to allocate to the repayment of the loan.

Interest rates are highly sensitive to many factors, including governmental monetary policies, domestic and international economic and political conditions, and other factors beyond our control. If SOFR increases as a result of events over which we have no control, this could have a material adverse effect on our financial condition and results of operations. If SOFR increases, our debt service obligations would increase even if the amount borrowed remained the same, and our net loss will increase and cash flows from operating activities, including cash available for servicing our indebtedness, will correspondingly decrease.

The Marathon Credit Agreement includes significant operating and financial restrictions on the Corporation, any of which could prevent us from capitalizing on business opportunities. In addition, our failure to comply with such restrictions could trigger an event of default which would increase by 300 basis points the interest payable on any loaned amounts under the Marathon Credit Agreement and would allow Marathon to declare the outstanding loaned amounts immediately due and payable in addition to providing Marathon with the right to foreclose on all of the assets of the Corporation pursuant to the liens registered against all of the assets of the Corporation. If we are unable to cure an event of default or obtain a waiver from Marathon in relation to such event of default, and if we do not have the financial capacity to repay any amount loaned becoming due and payable, we may have to cease our operations and to resort to insolvency laws.

The Marathon Credit Agreement governing our outstanding $60.6 million loan imposes significant operating and financial restrictions on the Corporation. These restrictions limit our ability and the ability of our subsidiaries to, among other things: (i) incur or guarantee additional debt or issue disqualified stock or preferred stock; (ii) pay dividends and make other distributions on, or redeem or repurchase, capital stock; (iii) make certain investments; (iv) incur additional liens; (v) enter into transactions related to the acquisition, disposition, in-licensing or out-licensing of assets; and (vi) merge or consolidate.

In addition, the Marathon Credit Agreement imposes that we maintain a minimum level of liquidity of between $15 million and $20 million in cash, cash equivalent and eligible investments at all times based on the Marathon Adjusted EBITDA thresholds over the most recently ended four fiscal quarters. The minimum liquidity covenant restricts the management of the Corporation's liquidity and could increase the likelihood that the Corporation may not be able to meet its obligations as they become due. The Marathon Credit Agreement also imposes a minimum Marathon Adjusted EBITDA covenant on a quarterly basis that began with the quarter ending November 30, 2023. The Marathon Credit Agreement further imposes reporting requirements on our business activities on a quarterly basis. These reporting requirements extend beyond those that we have to comply with under securities regulations and add a layer of complexity to our reporting obligations. The minimum liquidity covenant restricts the management of the Corporation's liquidity and increases the likelihood that the Corporation may not be able to meet its obligations as they become due. As a result of the restrictions and obligations described above, we will be limited as to how we conduct our business and we may be unable to enter into transactions that may be accretive to our business to compete effectively or to take advantage of new business opportunities unless we are able to negotiate waivers or amendments to the Marathon Credit Agreement. Debt financing opportunities will also be limited in the event that we are unable to raise capital through the issuance of equity. There can be no assurances that we will be able to maintain compliance with these requirements and covenants in the future and, if we fail to do so, that we will be able to obtain waivers from Marathon and/or amend the covenants contained in the Marathon Credit Agreement to remove those obligations.

Our failure to comply with the covenants described above as well as other terms of our indebtedness will result in an event of default under the Marathon Credit Agreement which, if not cured or waived, will result in an increase of 300 basis point on the interest payable on the outstanding loaned amount. An event of default under the Marathon Credit Agreement would also allow Marathon to declare all loaned amounts immediately due and payable and entitle Marathon to execute on its first ranking security interest on all of our assets and foreclose on our assets. In the event there occurs an event of default under the Marathon Credit Agreement and we are unable to cure such event of default or obtain a waiver from Marathon in relation thereto, and if we do not have the financial capacity to repay any amount loaned becoming due and payable, we may have to cease our operations and to resort to insolvency laws. Any of those circumstances will have a material adverse effect on shareholders as they will lose the entire value of their investment in the capital of the Corporation.

Risks Related to the Commercialization of Our Products

Our commercial success and revenue growth depend on the commercialization of EGRIFTA SV® and Trogarzo® in the United States; unsatisfactory future sales levels of EGRIFTA SV® and Trogarzo® in the United States will have a material adverse effect on us.

Our ability to generate revenue and sustain growth is currently concentrated solely on the commercialization of *EGRIFTA SV®* and Trogarzo® in the United States. Our success in generating sales revenue from *EGRIFTA SV®* and Trogarzo® in the United States will depend on our capacity: (a) to pursue the deployment of a commercialization strategy that will be accepted by patients, healthcare professionals and third-party payors; (b) to maintain reimbursement coverage for *EGRIFTA SV®* and Trogarzo® by third-party payors; (c) to maintain the registration of *EGRIFTA SV®* and Trogarzo® on U.S. governmental forms as drugs available for purchase in the United States; (d) to ensure that adequate supplies of *EGRIFTA SV®* and Trogarzo® are available; (e) to maintain conflict-free relationships with our principal third-party suppliers of services, namely our manufacturers (TaiMed, Bachem Americas Inc. ("Bachem"), and Jubilant HollisterStier, General Partnership ("Jubilant")), our distributor in the United States Mckesson Specialty Care Distribution, LLC ("McKesson"), as well as other specialized third parties; and (f) remain compliant with applicable laws.

Our success in commercializing our products in the United States will also depend on our capacity to retain qualified, motivated and talented sales representatives and other key individuals instrumental in the commercialization of our products and the capacity of our third-party suppliers to comply with all laws and regulations applicable to the conduct of their respective businesses.

There can be no assurance that sales of our products to customers in the United States will increase in the future or that we will generate sales at a profitable level. If sales of our products decrease, our revenue would be adversely affected which, in turn, could materially adversely affect our business, financial condition and operating results.

Because we expect to be dependent on revenues solely from *EGRIFTA SV*® and Trogarzo® for the foreseeable future, any negative developments relating to these products, such as safety or efficacy issues, manufacturing issues, the introduction or greater acceptance of competing products, or adverse regulatory or legislative developments, or our inability to successfully manage any of the abovementioned factors, will have a material adverse effect on our business and our future business prospects and could also result in a default to meet the Marathon Adjusted EBITDA covenant.

McKesson is our only client in the United States in connection with the sale of EGRIFTA SV® and Trogarzo® and we are currently negotiating the terms and conditions of a new agreement with McKesson. Any default or a dispute under our current agreement, or its termination, or the failure to enter into a new agreement, would materially adversely affect our revenues, business and operating results.

More than 95% of our revenues are derived from the sale of our products to McKesson that acts as our exclusive distributor in the United States. Our current agreement with McKesson is subject to automatic renewal in April of each year unless a party provides the other with a 120-day written notice of its intent not to renew the agreement or there is no agreement on the fees to be paid annually to McKesson if there is a material change in the industry that causes a financial hardship to McKesson to continue providing its services pursuant to the then agreed upon pricing. In the latter circumstances, McKesson could be entitled to terminate its agreement with us upon a 90-day prior written notice. Both parties also have termination rights in certain other circumstances such as a breach of the agreement. If our agreement with McKesson is terminated, or we are unable to agree on the terms of a new agreement and we are unable to find another distributor prior to its term, or if we are in default or engaged in a dispute with McKesson, our sales may be materially adversely impacted and our revenues could decrease substantially.

In addition, under the terms of our agreement with McKesson, we agreed to reimburse McKesson for chargebacks and other discounts that McKesson may offer to its clients. If McKesson's clients omit to timely claim from McKesson any discount they are entitled to, or if they make a mistake in assessing the types of discounts they are entitled to claim and they claim those discounts later in a year, we will have to refund McKesson for such discounts to which McKesson's clients are entitled to and this may materially adversely affect our level of revenues and operating results for the year.

We rely on third parties for the manufacture, distribution and commercialization of our products and such reliance may adversely affect our revenues, business and future business prospects if the third parties are unable or unwilling to fulfill their obligations.

We have a single third-party service provider for some of our core business activities pertaining to the commercialization of our products, namely their manufacturing and distribution. Any material issues such third-party service providers may encounter that relate to the provision of services to us would have a material adverse effect on our revenues, business and future business prospects since these third-party service providers may not be easily or rapidly replaced.

We do not own or operate manufacturing facilities for the production of *EGRIFTA SV*® and tesamorelin, nor do we have plans to develop our own manufacturing operations in the foreseeable future. We currently rely on Bachem and Jubilant to manufacture and supply all of our required raw materials, drug substance and drug product for sales of *EGRIFTA SV*®. We will also rely on a single third-party supplier, Lyophilization Services of New England ("LSNE") for the manufacture of the F8 Formulation. We have not qualified alternative manufacturers to date and no assurance can be given that such manufacturers will be qualified in the future or receive necessary regulatory approvals. There are a limited number of third-party suppliers that are compliant with current good manufacturing practice, ("GMP"), and that also have the necessary expertise and capacity to manufacture our drug substance and drug product. The replacement of a third-party manufacturer is time-consuming and costly due to the required validation of their capabilities. The validation process includes an assessment of the capacity of such third-party manufacturer to produce the quantities that we may request from time to time, the manufacturing process and its compliance with GMP regulations. In addition, the third-party manufacturer would have to familiarize itself with our technology. Validation of an additional third-party manufacturer takes at least twenty-four (24) months and could take as long as thirty-six (36) months or more. The delays associated with the validation of a third-party manufacturer could negatively affect our ability to commercialize our products in a timely manner and on budget. Given the long lead times to change manufacturers, existing manufacturers may utilize this as leverage in negotiations with us in a manner that is adverse to our business.

TaiMed is our sole supplier of Trogarzo®. TaiMed does not currently own or operate any manufacturing facilities for the production of Trogarzo® and must rely on its suppliers, WuXi Apptec Biologics, Inc., ("WuXi") and Samsung Biologics Laboratories in South Korea ("Samsung"). We are not in a contractual relationship with WuXi and Samsung for Trogarzo® and, therefore, we may not be able to interact with any of them in the event they encounter issues which could adversely affect the supply of Trogarzo®. In such circumstances, we will need to rely on TaiMed to address any of those issues. We have no control over the time and efforts that TaiMed will devote in finding solutions to supply issues if such were to occur, or any say on the solution itself. Any delay in addressing manufacturing issues or any solution to address a manufacturing problem that is not to our liking could have a material adverse effect on the supply and sale of Trogarzo® and, accordingly, materially adversely affect our revenues.

We do not have state licensure in the United States to distribute *EGRIFTA SV*®, Trogarzo® or any other product we may acquire or in-license and we have not made any application to obtain the licenses required in order to distribute a drug product in the United States. Our supply chain model is based upon that fact and the distribution of *EGRIFTA SV*® and Trogarzo® in the United States is done through McKesson which currently holds all state licensure required to distribute a drug product in every American state. Although potential alternative third-party service providers have been identified to replace McKesson in the event that it becomes unable to distribute *EGRIFTA SV*® and Trogarzo®, we have not entered into any agreements with them and no assurance can be given that such providers would enter into any agreement with us on terms satisfactory to us.

Syneos Health, Inc. ("Syneos") continues to provide us with support for the commercialization of *EGRIFTA SV*® and Trogarzo® in the United States through the provision of personnel as part of the managed market and reimbursement teams. Although we are aware that there exist other third-party service providers that could provide the same services as Syneos, we have not entered into any agreements with them nor conducted any audit on them. If we need to find another third-party service provider for some or all of the services provided by Syneos, it will be time-consuming and will be disruptive to our business. In addition, there can be no assurance that we will be able to find such third-party service provider if we are unable to agree on the terms and conditions of an agreement with them.

Finally, we may retain contract research organizations ("CROs") to support us with the conduct of clinical trials from time to time. These CROs will be tasked with the recruitment of patients, negotiations of clinical study agreements with various clinics and the monitoring of those clinics in connection with our clinical trials. If these CROs default on their covenants or are found, for instance, to be in violation of applicable laws, our clinical trials could be delayed, and any timelines set forth in our public communications could be wrong. In addition, if these CROs are found to be in violation of applicable laws, any data generated in the course of our clinical trials could be questioned by regulatory agencies and this could lead to a rejection of any data submitted to those regulatory agencies at the time of submitting a supplemental Biologics License Application ("sBLA") or New Drug Application (" NDA") seeking the approval of our products.

Our reliance on single third-party service providers for some of our core business activities exposes us to a number of risks. For instance, we may be subject to delays in, or suspension of, the manufacturing of *EGRIFTA SV*® and Trogarzo® if a third-party manufacturer: (a) becomes unavailable to us, or to TaiMed, for any reason, including as a result of the failure to comply with GMP regulations; (b) experiences manufacturing problems or other operational failures, such as labour disputes, equipment failures or unplanned facility shutdowns required to comply with GMP, or damage from any event, including fire, flood, earthquake, business restructuring, labour disputes, epidemics including global health concerns, or insolvency; (c) fails to perform its contractual obligations under our agreement, such as failing to deliver the quantities requested on a timely basis or not meeting product specifications; (d) makes errors in manufacturing raw materials, components or products that could negatively affect the efficacy or safety of our products or cause delays in the shipment.

We may also be subject to distribution disruption and interrupted sales of *EGRIFTA SV*® and Trogarzo® in the United States if: (a) we are unable to negotiate the terms of a new agreement to include serialization services (b) McKesson becomes unavailable to us for any reason, including as a result of its failure to meet applicable laws; (c) McKesson experiences warehousing problems or other operational failure, such as unplanned facility shutdown or damage from any event, including fire, flood, earthquake, epidemics including global health concerns, business restructuring or insolvency; or (d) McKesson fails to perform its contractual obligations under our agreement.

We may be subject to a decrease in sales of our products in the United States or we may face reimbursement challenges if Syneos (a) becomes unavailable to us for any reason, including as a result of its incapacity to motivate and retain the employees working on the commercialization of *EGRIFTA SV*® and/or Trogarzo®; (b) experiences compliance issues with the FDA; or (c) fails to perform its contractual obligations under our agreement.

We no longer have a long-term supply agreement for the supply of sterile water for injection ("SWI") which is provided to patients with other ancillary devices contained in the administration box in connection with EGRIFTA SV®. As a result, we may run into supply issues because there exists no commitment to supply us with such product and we must order the SWI on a case-by-case basis. If we are unable to purchase SWI, we may have to change our offering to patients, and this could be perceived negatively and could adversely affect the sales, revenues, and operating results of the Corporation.

We no longer have a long-term supply agreement with a supplier of SWI. The Corporation provides SWI to patients in the medication box along with other ancillary devices including alcohol swabs, syringes and needles in connection with *EGRIFTA SV*®. As a result, we may run into supply issues because there exists no commitment to supply us with SWI and we must order the SWI on a case-by-case basis. If we are unable to purchase SWI, we may have to change our offering to patients, and this could be perceived negatively and could adversely affect the sales, revenues, and operating results of the Corporation.

We do not currently have plans to enter into a long-term supply agreement for SWI. The Corporation intends to pursue the approval of the F8 Formulation and plans to withdraw *EGRIFTA SV*® from the market if and when the F8 Formulation is approved by the FDA.

Significant safety problems may arise with respect to EGRIFTA SV® and Trogarzo® which could result in restrictions in EGRIFTA SV®'s or Trogarzo®'s label, product recall or withdrawal of any of our products from the market, any of which could materially adversely impact our business and our future business prospects.

New safety issues may arise as *EGRIFTA SV*® and Trogarzo® are used over longer periods of time by a wider group of patients, some of whom may be taking numerous other medicines, or may suffer from additional underlying health problems. Such safety issues could include an increase in the severity or frequency of known problems or the discovery of previously unknown problems and may result in a variety of adverse regulatory actions. Under U.S. laws, the FDA has broad authority over drug manufacturers to compel any number of actions if safety problems arise, including, but not limited to: (i) requiring manufacturers to conduct post-approval clinical studies to assess known risks or signals of serious risks, or to identify unexpected serious risks; (ii) mandating labeling changes to a product based on new safety information; or (iii) requiring manufacturers to implement a risk evaluation mitigation strategy where necessary to assure safe use of the drug. Similar laws and regulations exist in countries outside of the United States.

Previously unknown safety problems could also result in product recalls, or withdrawal of the products from the territory(ies) where they are approved for commercialization. If new safety issues are discovered, sales of *EGRIFTA SV*® and/or Trogarzo® may decrease and result in a material adverse effect on our business, financial condition and operating results.

Our levels of revenues are highly dependent on obtaining and maintaining patient reimbursement for EGRIFTA SV® and Trogarzo®.

Market acceptance and sales of *EGRIFTA SV*® and Trogarzo® substantially depend on the availability of reimbursement from third-party payors such as governmental authorities, including U.S. Medicare and Medicaid, managed care providers, and private insurance plans and may be affected by healthcare reform measures in the United States. Third-party payors decide which medications they will pay for and establish reimbursement levels. A primary trend in the U.S. healthcare industry and elsewhere is cost containment. Government authorities and these third-party payors are attempting to control costs by limiting coverage and the amount of reimbursement for particular medications. Increasingly, third-party payors have been challenging the prices charged for products. Third-party payors may decrease the level of reimbursement of a product or cease such reimbursement and the occurrence of any of these events could materially adversely affect the sales of *EGRIFTA SV*® and Trogarzo®.

Sales of *EGRIFTA SV*® and Trogarzo® to patients benefitting from U.S. Government funded reimbursement programs represent a significant part of our sales. Denial of coverage for any of those products under any of the current programs would materially adversely affect our revenues.

Even though EGRIFTA SV® and Trogarzo® are approved for sale in the United States, revenue that we generate from their sales may be limited.

Sales of *EGRIFTA SV*® and Trogarzo® will continue to depend upon the acceptance of such products by the medical community, including physicians, patients and third-party payors. The degree of market acceptance of these products will depend on a number of factors, including: (a) demonstrated product safety, including the prevalence and severity of side effects, and effectiveness as a treatment that addresses a significant unmet medical need; (b) storage requirements, dosing regimen and ease of administration; (c) the availability of competitive alternatives; (d) our ability to obtain and maintain sufficient third-party coverage for reimbursement from government health care programs, including U.S. Medicare and Medicaid, private health insurers and other third-party payors; (e) the willingness and ability of patients to pay out-of-pocket for medications; (f) the product price; and (g) the effectiveness of sales and marketing efforts.

If our products are not accepted by the marketplace, the revenue generated therefrom will be limited and our capacity to grow our revenue and become profitable will be hampered. Our failure to grow our revenue and to become profitable will adversely impact the value of the Corporation, including the market price of our shares. If we fail to achieve adequate sales, we may not generate sufficient revenue in order to become profitable and to service the repayment of our debt under the Marathon Credit Agreement.

We face competition and the development of new products by other companies could materially adversely affect our business and operating results.

The biopharmaceutical and pharmaceutical industries are highly competitive and we must compete with pharmaceutical companies, biotechnology companies, academic and research institutions as well as governmental agencies for the development and commercialization of products, most of which have substantially greater financial, technical and personnel resources than us. We believe there are currently few approved drug products competing directly with our approved products. However, with respect to Trogarzo®, we face competition from Fostemsavir and Lenacapavir in the United States. In addition, we are aware of other agents, including dolutegravir and darunavir, that are either indicated or commonly used in combination in regimens to treat heavily-treatment experienced patients with MDR HIV-1. With respect to *EGRIFTA SV*®, we face competition from companies selling human growth hormone, testosterone, insulin sensitizing agents, GLP-1 receptor agonists and sermorelin as those products may be prescribed by physicians. In addition, other approaches to reduce visceral adipose tissue in the abdominal area include coping mechanisms such as lifestyle modification (diet and exercise), switching ARTs or liposuction.

The development of a vaccine against HIV or of any cure against HIV would have a material adverse effect on our business, operating results and financial conditions.

Although there exists no known vaccine and cure for HIV, we are aware that there are research and development activities carried out in order to eradicate this disease. We are also aware that a very low number of patients were cured from HIV. If a vaccine or a cure was found to prevent or cure HIV, sales of our products would be materially adversely impacted and our revenue growth would be hampered. The discovery of any vaccine or cure against HIV would have a material adverse effect on our business, operating results and financial condition.

Risks Related to Research and Development Activities

The conduct of research and development activities is costly, risky and results obtained therefrom may not be those anticipated. Therefore, there can be no assurance that any research and development plan on a product candidate, a new formulation or a new method or route of administration will result in an approved drug, new formulation or new method or route of administration.

The development of new therapies is highly costly, risky and the results obtained therefrom may not yield any of the anticipated benefits. The development of a product candidate into a new drug requires capital or access thereto, as well as the conduct of many tests on animals and humans, all of which must comply with stringent regulation and require substantial investments. There can be no assurance that any research and development program designed to develop a new drug, a new formulation, a new method or route of administration or provide a new treatment, such as the conduct of our Phase 1 clinical trial using sudocetaxel zendusortide for the potential treatment of ovarian cancer, the development of our peptide-drug conjugates resulting from our SORT1+ Technology™ platform, and the potential development of tesamorelin for the treatment of NASH in the general population, will end up generating positive results leading to an approved drug, label expansion, new formulation, or a new method or route of administration by a regulatory authority. The failure to develop a new drug, a new formulation or a new method or route of administration could hamper the long-term growth of our business and have long-term adverse effects on our potential revenues and operating results.

The development of sudocetaxel zendusortide for the potential treatment of various types of sortilin-expressing cancers is still uncertain given that the Corporation's primary goal is to grow its Adjusted EBITDA and, to the extent it is successful in achieving such positive Adjusted EBITDA, the Corporation stated that upon completion of Part 3 of the Phase 1 clinical trial, the Corporation has decided that all future research in oncology would be made through partnership deals. There can be no assurance that the development of sudocetaxel zendusortide will be completed, including the Phase 1 clinical trial, if the revenues generated from the sale of the Corporation's products and its operating expenses do not result in the achievement of a positive Adjusted EBITDA. Even if the Phase 1 clinical trial is completed, there can be no assurance that the further development of sudocetaxel zendusortide will be pursued if the Corporation is unable to find a partner or if the terms and conditions of any agreement with a partner are not satisfactory to the Corporation. As a result of any of the foregoing, the Corporation may have to cancel the development of sudocetaxel zendusortide, including its Phase 1 clinical trial, and the development of its SORT1+ Technology™ platform. Any such cancellation will materially adversely affect its pipeline of drug candidates, all of which would materially adversely affect its long-term growth and prospects. The cancellation of the research and development program in oncology could also have a material adverse effect on the price of our Common Share.

On January 4, 2023, we announced that the development of sudocetaxel zendusortide would be stage-gated and that all decisions related to its development would be carefully taken in the context of the Corporation's goal to generate a positive Adjusted EBITDA in 2023 and beyond. Over the course of the fiscal year 2023, we have reiterated this message and have implemented a reorganization in July and October 2023 mostly impacting research and development positions within the organization.

Despite the Corporation's goal of achieving a positive Adjusted EBITDA in 2023 and beyond, on June 2, 2023, the Corporation announced FDA's acceptance of the Corporation's amended protocol for the Phase 1 clinical trial using sudocetaxel zendusortide and the Corporation resumed the conduct of such Phase 1 clinical trial. The amended protocol was designed to improve the therapeutic window of sudocetaxel zendusortide and extend its duration of therapy. The frequency of administration was changed to weekly dosing and the patient population was narrowed to focus on those with high grade serous ovarian cancer, including high-grade peritoneal or fallopian tube cancer, or high-grade endometrioid cancer. Patient selection was also refined to focus on those who are less heavily pretreated, with no more than one taxane failure and a maximum of eight prior cancer treatment regimens. The Corporation has committed to delivering on Part 3 of the Phase 1 clinical trial in advanced ovarian cancers. However, this commitment remains subject to the Corporation becoming cash-flow positive and on growing its Adjusted EBITDA. The ability of the Corporation to generate a positive Adjusted EBITDA will depend on the Corporation's revenues generated from the sale of its products and on its operating expenses. There can be no assurance that the development of sudocetaxel zendusortide will be completed, including the Phase 1 clinical trial, if the revenues generated from the sale of the Corporation's products and its operating expenses do not result in the growth of its Adjusted EBITDA.

Additionally, to the extent the Phase 1 clinical trial using sudocetaxel zendusortide is not halted or cancelled prior to the finalization of the Phase 1 clinical trial, the Corporation has decided that, upon completion of the Phase 1 clinical trial, all future research in oncology, including the pursuit of the development of sudocetaxel zendusortide, will be made through partnership deals. There can be no assurance that a partner will be found or that a partnership agreement will be entered into on terms satisfactory to the Corporation. If a partner is not found, the Corporation may have to halt or cancel this program. The halt or the cancellation of the development of sudocetaxel zendusortide as well as any other research and development activities in oncology will materially adversely affect its pipeline of drug candidates, all of which would materially adversely affect the Corporation's long-term growth and prospects. The cancellation of the research and development program in oncology could also have a material adverse effect on the price of our Common Share.

Despite the resumption of the Phase 1 clinical trial, the conduct of clinical trials is risky and results may adversely vary from those that are expected. If any data collected from the Phase 1 clinical trial were to demonstrate safety or efficacy issues, the Corporation could halt or cancel the development of its SORT1+ Technology™ platform, including sudocetaxel zendusortide, all of which would materially adversely affect its long-term growth and prospects. Furthermore, the value associated to the SORT1+ Technology™ platform asset would be depreciated, thereby adversely impacting the market value of the Corporation, including the price of its Common Shares.

The Corporation has filed a sBLA seeking the approval of the F8 Formulation. On January 24, 2024, the Corporation announced that the FDA had issued a CRL to the Corporation with questions largely related to chemistry, manufacturing and controls ("CMC") concerning the microbiology, assays, impurities and stability for both the lyophilized product and the final reconstituted drug product. The FDA also requested additional information to understand the potential impact of the proposed formulation on immunogenicity risk. Responding to the questions asked by the FDA in the CRL will result in additional expenses to be incurred by the Corporation. There can be no assurance that the Corporation will be able to satisfactorily respond to the questions raised by the FDA in its CRL, nor that the FDA will approve the F8 Formulation when a sBLA is resubmitted. If the F8 Formulation is not approved and commercialized, our revenues and operating results could be adversely affected and the introduction of a biosimilar version of EGRIFTA SV® in the United States market could be facilitated since EGRIFTA SV® is not patent protected. The entry of a biosimilar version of EGRIFTA SV® in the United States market could materially adversely affect the revenues and operating results of the Corporation.

The Corporation has conducted studies to assess the bioequivalence of the F8 Formulation against the original 1 mg/vial formulation of *EGRIFTA®*. In September 2023, the Corporation filed a sBLA with the FDA seeking the approval of the F8 Formulation for commercial use and, in January 2024, the Corporation received a CRL from the FDA.

The Corporation plans on addressing the questions raised by the FDA in its CRL. To adequately address these questions, the Corporation may have to incur additional expenses. Even if the Corporation addresses all of the questions raised by the FDA and resubmits a sBLA, the FDA could determine that the answers provided are not to its satisfaction and issue another CRL. If the FDA does not approve the F8 Formulation, the Corporation could have to conduct additional testing using the F8 Formulation which would delay the time by which the Corporation could commercialize the F8 Formulation and which would require the Corporation to incur additional expenses and potential inventory write-downs, all of which could adversely affect the Corporation's revenues, operating results and its potential profitability. Finally, the non-approval of the F8 Formulation would expose the Corporation to the entry of biosimilar versions of *EGRIFTA SV®* given that the patent protection for this product expired in August 2023. Since the F8 Formulation is patent protected until 2033 in the United States, the commercialization of tesamorelin for the treatment of lipodystrophy using the F8 Formulation could protect the entry of biosimilar versions until the expiry of this patent in 2033. The entry of a biosimilar version of *EGRIFTA SV®* could materially adversely affect the revenues and operating results of the Corporation.

On March 26, 2021, the Corporation submitted to the FDA a CBE supplement to the Instructions For Use ("IFU") included in the EGRIFTA SV® product labeling. The FDA responded to our CBE supplement with a CRL on March 15, 2022, asking us to carry out a HFS to ensure that patients reconstitute the product in the proper manner. The Corporation subsequently filed two requests for an extension to file the HFS results. The FDA granted each request, and the Corporation has until September 15, 2024, to file the HFS results. If the Corporation is unable to complete and file the HFS results by that date, or if it is unable to obtain from the FDA an additional extension of time to file the HFS results, the Corporation will be in default under applicable laws. Even if the Corporation files the HFS results by the prescribed deadline set by the FDA, the FDA may not approve the HFS results and may issue an additional CRL. A default by the Corporation to comply with applicable laws could result in sanctions such as the imposition of fines or penalties, all of which could have a material adverse effect on the Corporation's operating results as well as its reputation. Moreover, the failure to submit the HFS results within the timelines prescribed by the FDA, or the issuance of a CRL based on the rejection by the FDA of the HFS results, could ultimately result in the FDA prohibiting the sale of EGRIFTA SV® in the United States due to the difficulty by patients to administer the right dose of EGRIFTA SV®. If we were unable to commercialize EGRIFTA SV® in the United States, absent the commercialization of the F8 Formulation, our revenues and operating results would be materially affected and would result in a default under the Marathon Credit Agreement.

Per the FDA request, the Corporation is required to complete a HFS for *EGRIFTA SV*® by September 15, 2024. To date, the Corporation has completed the first part of the study, the formative study. The validation study remains to be conducted and the results thereof remain to be filed and accepted by the FDA. If the F8 Formulation had been approved, the Corporation expected to withdraw the CBE and be relieved from the obligation to complete the HFS for *EGRIFTA SV*® given that the F8 Formulation would have replaced the current formulation of *EGRIFTA SV*® before the deadline to file the results of the HFS for *EGRIFTA SV*®. With the F8 Formulation having been subject to a CRL, if the Corporation is unable to complete and resubmit the results of the HFS of *EGRIFTA SV*® by September 15, 2024, or if the Corporation does not obtain from the FDA an additional extension of time to complete and file the results of such HFS before any prescribed deadline, the Corporation would be in violation of applicable laws which could result in sanctions such as the imposition of fines or penalties. If the results of the HFS are filed in due time but the FDA does not approve the HFS results, the FDA could issue an additional CRL. The failure to complete and submit the HFS results within prescribed timelines, or the issuance of a CRL based on the rejection by the FDA of the HFS results, could ultimately result in the prohibition to sell *EGRIFTA SV*® in the United States due to the difficulty by patients to administer the right dose of *EGRIFTA SV*®. Any order issued by the FDA prohibiting the sale of *EGRIFTA SV*® in the United States would have a material adverse effect on the revenues and results of operations of the Corporation and, absent any material additional revenue-generating products commercialized by the Corporation, would result in a breach of the Marathon Credit Agreement. Any breach of the Marathon Credit Agreement under such circumstances would potentially lead to Marathon foreclosing on all of the assets of the Corporation or the Corporation resorting to insolvency laws.

The conduct of the second part of the study, the validation study, is expected to be costly, the result of which will be to adversely impact the operating expenses of the Corporation and its potential capacity to grow its Adjusted EBITDA as well as becoming profitable. In addition, there can be no assurance that the Corporation will be able to complete the HFS within any timelines prescribed by the FDA since the enrollment of patients in the first part of the HFS proved to be difficult and longer than expected. Furthermore, there can be no assurance that the FDA would grant any additional extension of time to the Corporation to complete and file the results of the HFS for *EGRIFTA SV*®. If the Corporation in unable to complete the HFS, the Corporation could be in violation of applicable laws and, in addition to the measures described above, the FDA could also impose additional requirements on the Corporation in order to continue its commercialization of *EGRIFTA SV*® in the United States (to the extent *EGRIFTA SV*® is not withdrawn from the market). These additional measures could result in additional expenses to the Corporation and could potentially adversely affect its operating results and its capacity to generate a positive Adjusted EBITDA.

The Corporation has decided to seek a partner to conduct a Phase 2b/3 clinical trial evaluating tesamorelin for the treatment of NASH in the general population. Although the Corporation has begun the search for a potential partner and preliminary discussions are ongoing, there can be no assurance that a partner will be found or that a partnership agreement will be entered into on terms satisfactory to the Corporation. If a partner is not found, the Corporation may have to cancel this program unless it has access to substantial financial resources to pursue such development program and there can be no guarantee that the Corporation will secure such substantial resources in an amount sufficient to initiate or complete the Phase 2b/3 clinical trial. Moreover, the FDA has issued comments and asked questions on the revised protocol filed by the Corporation in February 2022 and the Corporation has voluntarily decided not to reply to those comments and questions until it can find a partner. In addition, the Corporation's decision to design its Phase 2b/3 clinical trial to meet the FDA's primary endpoints may prevent the Corporation from seeking approval of tesamorelin for the treatment of NASH in the general population from the European Medicines Agency ("EMA") since the primary endpoint for this agency is different from that of the FDA. If the Corporation is unable to find a partner to develop tesamorelin for the treatment of NASH in the general population or to secure substantial financial resources to do it on its own, the Corporation may cancel this program and the development of tesamorelin for the treatment of NASH may never occur. Even if the Corporation finds a partner, the conduct of the Phase 2b/3 clinical trial may be delayed or never begun if the Corporation is unable to properly address the comments and questions raised by the FDA based on the Corporation's amended protocol. Finally, if the Corporation is unable to meet the endpoints of its Phase 2b/3 clinical trial, it will not receive approval for tesamorelin for the treatment of NASH in the general population. Even if the Corporation meets the endpoints of the clinical trial, the FDA could issue a conditional approval letter such that if the Corporation is unable to meet the conditions contained in such letter, the Corporation could lose such approval. If the conduct of the clinical trial is cancelled, or if the Corporation does not receive approval for tesamorelin for the treatment of NASH in the general population, its potential long-term revenues, growth and prospects will be materially adversely affected.

In July 2021, we announced that the final Phase 3 clinical trial design would result in higher costs than what we had expected and, as a result, we decided to seek a potential partner to undertake this clinical trial. To date, we are still continuing to seek a partner and discussions are still ongoing.

In February 2022, in order to de-risk the Phase 3 trial, the Corporation submitted an amended protocol to the FDA resulting in the FDA providing us with a list of questions and comments on this amended protocol. We have voluntarily decided not to respond to those questions and comments in order to address them with any potential partner we may find to optimize the design, if deemed relevant. The amended protocol includes a Phase 2b/3 seamless study design where the first 350 or so patients' data will be analyzed by a data monitoring committee to assess the efficacy of tesamorelin on a smaller subset of patients. The amended protocol would allow us to generate hard endpoint data on NAS score and fibrosis. A decision would then be made whether to continue the study until the full number of patients (1,094) have completed 18 months of treatment. These amendments would not change the total number of patients required to seek accelerated approval of tesamorelin for the treatment of NASH, but it would inform the continuation of enrollment while providing an indication of benefit to patients.

There can be no guarantee that tesamorelin will be studied for the treatment of NASH in the general population if the Corporation is unable to find a partner to conduct the development program on its own. Even if the Corporation finds a partner, the terms and conditions pursuant to which such partner may be interested in assisting the Corporation may not be satisfactory to the Corporation or may be unfavorable. Under such circumstances, the Corporation may decide to forego the development of tesamorelin for the treatment of NASH in the general population or turn to alternative sources of financing. If the Corporation is unable to, or does not proceed with, the development of tesamorelin for the treatment of NASH in the general population, it could have a material adverse effect on its potential long-term revenues, growth and business prospects.

Even if the Corporation finds a partner to initiate a Phase 2b/3 clinical trial, there can be no guarantee that the FDA will be satisfied with the responses to the questions and comments asked in connection with the amendments to the protocol filed in February 2022 and allow the initiation of such trial. Even if the FDA or any other regulatory agency approves the study of tesamorelin for the treatment of NASH in the general population, there can be no guarantee that the results will meet the endpoints of the study and that tesamorelin will be approved for such treatment. Even if the Corporation meets the FDA's primary endpoints and approval is received from the FDA, such approval may be conditioned on conducting additional studies which, if not conducted or if the results therefrom are not positive on certain clinical outcomes, could result in the FDA withdrawing its approval for the use of tesamorelin for the treatment of NASH in the general population.

The Corporation has decided to design its Phase 2b/3 clinical trial based on the FDA guidelines requiring it to demonstrate "NASH resolution and no worsening of fibrosis" as primary endpoints. This trial design does not follow the current EMA guidelines which require a sponsor to demonstrate both (i) NASH resolution and no worsening of fibrosis and (ii) improvement of fibrosis by one stage without worsening of NASH as primary endpoints. Therefore, even if the Corporation meets the primary endpoints for FDA purposes, the EMA may not approve tesamorelin for the treatment of NASH in this territory since the trial was not designed to demonstrate both endpoints.

If the Corporation is unable to obtain approval of tesamorelin for the treatment of NASH in the United States, this would have material adverse effects on its revenues, financial results and long-term growth and prospects. In addition, even if the FDA approves tesamorelin for the treatment of NASH, the lack of an approval in Europe will limit the Corporation's ability to maximize its revenue growth potential, therefore potentially hampering its long-term growth and prospects.

The conduct of clinical trials is subject to a variety of risks, many of which can be beyond the control of the Corporation forcing it to delay the initiation or conduct of clinical trials or forego same.

The beginning or completion of clinical trials may be delayed or prevented for several reasons, including, among others: (a) negative results from the Corporation's clinical trial resulting in a failure to meet the endpoints of its clinical trial; (b) delays in reaching or failing to reach agreement on acceptable terms with clinical study sites, the terms of which can be subject to considerable negotiation and may vary significantly among different study sites; (c) any breach of the terms of any CRO agreement by us or by our third-party suppliers that have responsibility to assist us with the conduct of our clinical trials; (d) inadequate quantity or quality of the active pharmaceutical ingredient or other materials necessary to conduct clinical trials; (e) challenges in recruiting and enrolling patients to participate in clinical trials, such as the proximity of patients to study sites, eligibility criteria to be included in a clinical trial, the nature of a clinical trial and the competition from other clinical study programs for the treatment of similar diseases as those the Corporation may seek to treat; (f) severe or unexpected adverse drug effects experienced by patients; (g) regulatory agencies requiring a sponsor to conduct additional clinical studies prior to approving a new drug application, a sBLA, or the equivalent thereof in other jurisdictions after review of Phase 3 clinical trial results; (h) regulatory agencies may disagree with a sponsor 's interpretation of data resulting from its Phase 3 clinical trials, or may change the requirements for approval even after they have approved the sponsor's Phase 3 clinical trial design; and (i) difficulties in retaining patients who have enrolled in a sponsor's Phase 3 clinical trial but who may be prone to withdraw due to rigours of the clinical trial, lack of efficacy, side effects, personal issues or loss of interest.

In addition, clinical studies may also be delayed or terminated as a result of ambiguous or negative interim results. A sponsor may decide to suspend or terminate its clinical trial, or regulatory agencies could order a sponsor to do so for several reasons, including, among others, failure to conduct the clinical trial in accordance with the regulatory requirements of a sponsor's study protocol and inspections of the clinical study operations or study sites by regulatory agencies that would reveal deficiencies or violations requiring a sponsor to undertake corrective actions (to the extent any are available).

If the Corporation incurs any delay in the conduct of a clinical trial or decides to suspend or terminate such trial, this could materially adversely affect the business prospects of the Corporation and its potential long-term revenues derived from the potential sale of its drug candidates. Any delay or suspension of a clinical trial may also adversely impact the duration of the protection afforded by the issuance of patents covering the drug candidate subject to such clinical trial and lead to earlier entries of competitors in the market.

Regulatory Risks

The pharmaceutical industry is highly regulated and pharmaceutical companies are subject to various federal and state fraud and abuse laws, including, without limitation, the federal Anti-kickback Statute and the federal False Claims Act.

Healthcare fraud and abuse regulations are complex, and even minor irregularities can potentially give rise to claims that a statute or prohibition has been violated. The laws that may affect our ability to operate include: (a) the federal healthcare program's anti-kickback law, which prohibits, among other things, persons from knowingly and willfully soliciting, receiving, offering or paying remuneration, directly or indirectly, in exchange for or to induce or reward either the referral of an individual for, or the purchase, order or recommendation of, any good or service for which payment may be made under federal healthcare programs such as the Medicare and Medicaid programs; (b) federal false claims laws which prohibit, among other things, individuals or entities from knowingly presenting, or causing to be presented, claims for payment from Medicare, Medicaid, or other third-party payors that are false or fraudulent; (c) the federal Health Insurance Portability and Accountability Act of 1996, which created federal criminal laws that prohibit executing a scheme to defraud any healthcare benefit program or making false statements relating to healthcare matters; (d) the *Federal Food, Drug and Cosmetic Act*, as amended, of the United States ("FFDCA") and similar laws regulating advertisement and labeling; and (e) U.S. States' law equivalents of each of the above federal laws, such as anti-kickback and false claims laws which may apply to items or services reimbursed by any third-party payor, including commercial insurers.

In the United States, the federal anti-kickback law has been interpreted to apply to arrangements between pharmaceutical manufacturers on the one hand and prescribers, purchasers or formulary managers on the other. Although there are several statutory exemptions and regulatory safe harbors protecting certain common activities from prosecution, the exemptions and safe harbors are drawn narrowly, and practices that involve remuneration intended to induce or reward prescribing, purchasing or recommending may be subject to scrutiny if they do not qualify for an exemption or safe harbor. Most American states also have statutes or regulations similar to the federal anti-kickback law and federal false claims laws, which apply to items and services covered by Medicaid and other state programs, or, in several states, apply regardless of the payor. Administrative, civil and criminal sanctions may be imposed under these federal and state laws. Further, the Health Care Reform Law, among other things, amends the intent requirement of the U.S. federal anti-kickback and criminal healthcare fraud statutes. A person or entity can now be found guilty under the federal anti-kickback law without actual knowledge of the statute or specific intent to violate it. In addition, the Health Care Reform Law provides that the U.S. government may assert that a claim including items or services resulting from a violation of the federal anti-kickback statute constitutes a false or fraudulent claim for purposes of the false claims statutes. Possible sanctions for violation of these anti-kickback laws include monetary fines, civil and criminal penalties, exclusion from Medicare and Medicaid programs and forfeiture of amounts collected in violation of such prohibitions. Any violations of these laws, or any action against us for violation of these laws, even if we successfully defend against it, could result in a material adverse effect on our reputation, business, financial condition and operating results.

To enforce compliance with the federal laws, the U.S. Department of Justice ("DOJ") scrutinizes interactions between healthcare companies and healthcare providers, which has led to a number of investigations, prosecutions, convictions and settlements in the healthcare industry. Dealing with investigations can be time and resource consuming and can divert management's attention from the business. Additionally, if a healthcare provider settles an investigation with the DOJ or other law enforcement agencies, we may be forced to agree to additional onerous compliance and reporting requirements as part of a consent decree or corporate integrity agreement. Any such investigation or settlement could increase our costs or otherwise have an adverse effect on our business. Over the past few years, a number of pharmaceutical and other healthcare companies have been prosecuted under these laws for a variety of promotional and marketing activities, such as: providing free trips or items and gifts of value to prescribers, "sham" consulting fees and grants and other monetary benefits to prescribers; reporting inflated average wholesale prices that were then used by federal programs to set reimbursement rates; engaging in off-label promotion; and submitting inflated best price information to the Medicaid Rebate Program to reduce liability for Medicaid rebates.

In addition, there has been a recent trend of increased federal and state regulation on payments made to physicians for marketing. Some states, such as California, Massachusetts and Vermont, mandate implementation of commercial compliance programs, along with the tracking and reporting of gifts, compensation and other remuneration to certain healthcare professionals. The shifting commercial compliance environment and the need to build and maintain robust and expandable systems to comply with different compliance and/or reporting requirements in multiple jurisdictions increase the possibility that a healthcare company may run afoul of one or more of the requirements.

If our activities are found to be in violation of these laws or any other federal and state fraud and abuse laws, we may be subject to penalties, including civil and criminal penalties, damages, fines and the curtailment or restructuring of our activities with regard to the commercialization of our products in the United States, which could harm the commercial sales of our products and materially affect our business, financial condition and results of operations. We cannot guarantee that we will be able to mitigate all operational risks. In addition, we cannot guarantee that we, our employees, our consultants or our contractors are or will be in compliance with all potentially applicable U.S. federal and state regulations and/or laws. Because of the far-reaching nature of these laws, we may be required to alter or discontinue one or more of our business practices to be in compliance with these laws. If we fail to adequately mitigate our operational risks or if we or our agents fail to comply with any of those regulations, laws and/or requirements, a range of actions could result, including, but not limited to, the termination of clinical trials, the failure to approve a product candidate, restrictions on *EGRIFTA SV®,* Trogarzo® or their respective manufacturing processes, withdrawal of *EGRIFTA SV®* or Trogarzo® from the market, significant fines, exclusion from government healthcare programs or other sanctions or litigation. Such occurrences could have a material adverse effect on our product sales, business and results of operations.

The scope and enforcement of these laws is uncertain and subject to rapid change in the current environment of healthcare reform. U.S. federal or state regulatory authorities might challenge our current or future activities under these laws. Any such challenge could have a material adverse effect on our reputation, business, results of operations and financial condition. Any state or federal regulatory review of us or the third parties with whom we contract, regardless of the outcome, would be costly and time-consuming.

We may be subject to enforcement action if we engage in the off-label promotion of EGRIFTA SV® or Trogarzo®.

Our promotional materials and training methods must comply with the FFDCA, as well as with other applicable laws and regulations, including restraints and prohibitions on the promotion of off-label, or unapproved, use. Physicians may prescribe our products for off-label use without regard to these prohibitions, as the FFDCA does not restrict or regulate a physician's choice of treatment within the practice of medicine. However, if the FDA determines that our promotional materials or training of company employees or agents constitutes promotion of an off-label use, it could request that we modify our training or promotional materials, issue corrective action, or subject us to regulatory or enforcement actions, including but not limited to the issuance of an untitled letter or warning letter, and a judicial action seeking injunction, product seizure and civil or criminal penalties. It is also possible that other federal, state or non-U.S. enforcement authorities might take action if they consider our promotional or training materials to constitute promotion of an unapproved use, which could result in significant fines or penalties under other statutory authorities, such as laws prohibiting false claims for reimbursement. Our reputation would also be damaged. Although our policy is to refrain from written or oral statements that could be considered off-label promotion of our products, the FDA could disagree and conclude that we have engaged in off-label promotion. In addition, the off-label use of our products may increase the risk of product liability claims. Product liability claims are expensive to defend and could divert our management's attention, result in substantial damage awards against us and harm our reputation.

We are not allowed to conduct promotional activities related to *EGRIFTA SV*® and Trogarzo® in Canada and in Europe since none of those products have been approved in this territory. Promotional activities may begin once a drug is approved by the heath authority of a country.

The research, development, manufacture and marketing of pharmaceutical products are governed by various governmental authorities throughout the world to ensure the efficacy and safety of such products. If we fail to comply with the applicable requirements at any time during the product development process, approval process or commercialization process, we may be subject to administrative or judicial sanctions.

Governmental authorities in the United States, Canada, and other countries, extensively regulate, among other things, the research, development, testing, manufacture, quality control, approval, labeling, packaging, storage, record-keeping, promotion, advertising, distribution, marketing, export and import of products, such as *EGRIFTA SV*® and Trogarzo® and any other compound that we may develop. The process of obtaining regulatory approvals and the subsequent compliance with appropriate federal, state, local and foreign statutes and regulations require the expenditure of substantial time and financial resources. If we fail to comply with the applicable requirements at any time during the product development process, approval process or commercialization process, we may be subject to administrative or judicial sanctions. Sanctions could include, but are not limited to, refusal to approve pending applications, withdrawal of an approval, a clinical hold, warning letters or other enforcement letters, product recalls, import/export delays, product seizures, total or partial suspension of production or distribution injunctions, fines, refusals of government contracts, and government reimbursement, restitution, disgorgement or civil or criminal penalties. Any sanctions could result in a material adverse effect on our reputation, business, financial condition and operating results.

Risks Related to our Intellectual Property

Our patent protection related to the use of tesamorelin for the reduction of excess abdominal fat in HIV-infected adult patients with lipodystrophy expired in August 2023. Until we can commercialize tesamorelin using the F8 Formulation, the FDA-approved use of tesamorelin for the treatment of lipodystrophy is no longer patent protected and we may face direct competition from biosimilar versions of EGRIFTA SV®. If we face competition from biosimilar products, our revenues are likely to be reduced thus adversely affecting our revenue growth and results of operations.

The use of tesamorelin for the reduction of excess abdominal fat in HIV-infected adult patients with lipodystrophy is no longer patent protected in the United States. Tesamorelin, the active ingredient of *EGRIFTA SV*®, is no longer patent protected and the formulation of *EGRIFTA SV*® is not patent protected. If, and when approved, the Corporation will rely on the use of the F8 Formulation to benefit from patent protection until 2033 in the United States in connection with the sale of tesamorelin for the reduction of excess abdominal fat in HIV-infected adult patients with lipodystrophy.

Although we are not aware that a company has filed any biosimilar version of tesamorelin with the FDA, nothing prevents a company from filing with the FDA a biosimilar version of tesamorelin using the same formulation as that of *EGRIFTA SV®* and to seek the same indication as that of *EGRIFTA SV®*.

If such a filing was made and the FDA were to approve a biosimilar version of *EGRIFTA SV®*, we would expect the price of that biosimilar to be lower than that of *EGRIFTA SV®* and we could have to lower our price in order to be able to compete with such biosimilar. A lower price of *EGRIFTA SV®* would reduce our revenue and would have an adverse effect on our operating results. Even if we were to introduce the F8 Formulation, such biosimilar version could still be a direct competitor to us, albeit with an older formulation of tesamorelin.

Our failure to protect our intellectual property may have a material adverse effect on our ability to develop and commercialize our products.

We will be able to protect our intellectual property rights from unauthorized use by third parties only to the extent that our intellectual property rights are covered and protected by valid and enforceable patents, trademarks and copyrights or are effectively maintained as trade secrets. We try to protect our intellectual property position by, among other things, filing patent applications and trademark applications related to our proprietary technologies, inventions, improvements and tradenames that are important to the development of our business.

Because the patent and trademark position of pharmaceutical companies involves complex legal and factual questions, the issuance, scope, validity, and enforceability of patents and trademarks cannot be predicted with certainty. Patents and trademarks, if issued, may be challenged, invalidated or circumvented. For example, if our patents are invalidated or found to be unenforceable, we would lose the ability to exclude others from making, using or selling the inventions claimed. Moreover, an issued patent does not guarantee us the right to use the patented technology or commercialize a product using that technology. Third parties may have blocking patents that could be used to prevent us from developing our compounds, selling our products or commercializing our patented technology. Thus, patents that we own may not allow us to exploit the rights conferred by our intellectual property protection.

Our pending patent applications may not be issued or granted as patents. Even if issued, they may not be issued with claims of sufficient breadth to protect our product candidates and technologies or may not provide us with a competitive advantage against competitors with similar products or technologies. Furthermore, others may independently develop products or technologies similar to those that we have developed or may reverse engineer or discover our trade secrets through proper means. In addition, the laws of many countries do not protect intellectual property rights to the same extent as the laws of Canada, the United States and the European Patent Convention, and those countries may also lack adequate rules and procedures for defending intellectual property rights effectively.

We also rely on trade secrets, know-how and technology, which are not protected by patents, to maintain our competitive position. We try to protect this information by entering into confidentiality agreements with parties who have access to such confidential information, such as our current and prospective suppliers, distributors, manufacturers, commercial partners, employees and consultants. Any of these parties may breach the agreements and disclose confidential information to our competitors. It is possible that a competitor will make use of such information, and that our competitive position could be disadvantaged.

Enforcing a claim that a third party infringes on, has illegally obtained or is using an intellectual property right, including a trade secret or know-how, is expensive and time-consuming and the outcome is unpredictable. In addition, enforcing such a claim could divert management's attention from our business. If any intellectual property right were to be infringed, disclosed to, or independently developed by, a competitor, our competitive position could be harmed. Any adverse outcome of such litigation or settlement of such a dispute could subject us to significant liabilities, could put one or more of our pending patent applications at risk of being invalidated or interpreted narrowly, could put one or more of our patents at risk of not issuing, or could facilitate the entry of generic products.

Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation. For example, confidential information may be disclosed, inadvertently or as ordered by the court, in the form of documents or testimony in connection with discovery requests, depositions or trial testimony. This disclosure would provide our competitors with access to our proprietary information and may harm our competitive position.

Our commercial success depends, in part, on our ability not to infringe on third party patents and other intellectual property rights.

Our capacity to commercialize *EGRIFTA SV*® and Trogarzo® or any other drug product we may acquire or in-license will depend, in part, upon our ability to avoid infringing third party patents and other third-party intellectual property rights. The biopharmaceutical and pharmaceutical industries have produced a multitude of patents and it is not always easy for participants, including us, to determine which patents cover various types of products, processes of manufacture or methods of use. The scope and breadth of patents is subject to interpretation by the courts and such interpretation may vary depending on the jurisdiction where the claim is filed and the court where such claim is litigated. For instance, the fact that an entity owns or has rights to use patents pertaining to a subject matter in a country does not guarantee that it is not infringing one or more third-party patents in such country. Therefore, there can be no guarantee that any patent that we own of have rights to will not infringe or violate third-party patents and other third-party intellectual property rights in the country where such patent has been issued.

Patent analysis for non-infringement is based in part on a review of publicly available databases. Although we review from time to time certain databases to conduct patent searches, we do not have access to all databases. It is also possible that we will not have reviewed some of the information contained in the databases or we found it to be irrelevant at the time we conducted the searches. In addition, because patents take years to issue, there may be currently pending applications that have not yet been published or that we are unaware of, which may issue later as patents. As a result, there can be no guarantee that we will not violate third-party patents.

Because of the difficulty in analyzing and interpreting patents, there can be no guarantee that a third party will not assert that we infringe such third-party's patents or any of its other intellectual property rights. Under such circumstances, there is no guarantee that we would not become involved in litigation. Litigation with any third party, even if the allegations are without merit, is expensive, time-consuming and would divert management's attention from the daily execution of our business plan. Litigation implies that a portion of our financial assets would be used to sustain the costs of litigation instead of being allocated to further the development of our business.

If we are involved in patent infringement litigation, we would need to prevail in demonstrating that our products do not infringe the asserted patent claims of the relevant patent, that the patent claims are invalid or that the patent is unenforceable. If we are found to infringe a third-party patent or other intellectual property right, we could be required to enter into royalty or licensing agreements on terms and conditions that may not be favorable to us, and/or pay damages, including up to treble damages in the United States (for example, if found liable of willful infringement) and/or cease the development and commercialization of our product candidates. Even if we were able to obtain a license, the rights may be non-exclusive, which could result in our competitors gaining access to the same intellectual property and to compete with us.

There may be issued patents that we are unaware of that our products may infringe, or patents that we believe we do not infringe but ultimately could be found to infringe. If we were to challenge the validity of a competitor's issued United States patent in a United States court, we would need to overcome a statutory presumption of validity that attaches to every United States patent. This means that, in order to prevail, we would have to present clear and convincing evidence as to the invalidity of the patent's claims. We cannot guarantee that a court would find in our favour on questions of infringement and validity. Any finding that we infringe or violate a third-party patent or other intellectual property right could materially adversely affect our business, financial condition and operating results.

Litigation Risks

If we fail to comply with our contractual obligations, undertakings and covenants under our agreements with our commercial partners and third-party service providers, we may be exposed to claims for damages and/or termination of these agreements. Furthermore, if we fail to comply with securities laws and applicable pharmaceutical regulations in connection with the commercialization of our products, we may be exposed to claims for damages, fines, penalties, and other sanctions. Any claims for damages, and/or termination of our material contracts, the imposition of fines or penalties could materially adversely affect the commercialization of EGRIFTA SV® and Trogarzo®, our capacity to generate revenues and management's attention to the development of our business.

We rely on third-party service providers for distribution and manufacturing activities related to *EGRIFTA SV*® and Trogarzo® in the United States. Under our agreements with our third-party service providers, we have assumed certain obligations, undertakings and covenants which, if breached by us and not remedied within the agreed upon periods, could expose us to claims for damages and/or termination of these agreements. If we are unable to meet our obligations under any of our agreements with such third-party service providers which results in termination of such agreements, this will materially adversely affect our business, financial condition and operating results since we rely on single third-party service providers, each of whom performing key services for the success of our business plan. Additionally, if such third-party service providers do not meet their obligations under agreements and we decide to litigate any breach or dispute any amount owed under our agreements, this might materially adversely affect our relationship with such third-party services providers which, in turn, could adversely affect our capacity and ability to deliver on our business plan.

As a publicly traded pharmaceutical company we have to comply with securities laws and various laws related to the commercialization of drug products, any violation of which could result in claims for damages and/or the imposition of fines, penalties and other sanctions. If we are subject to claims for damages and/or the imposition of fines, penalties, or other sanctions this could have the effect of diverting management's attention from the operation of the business, limit the financial resources available to the Corporation to execute its business plan and adversely affect the Corporation's reputation.

If product liability lawsuits are brought against us, they could result in costly and time-consuming litigation and significant liabilities.

Despite all reasonable efforts to ensure the safety of our products we may be commercializing, it is possible that we or our commercial partners will sell products which are defective, to which patients react in an unexpected manner, or which are alleged to have side effects. The development, manufacture and sale of such products may expose us to potential liability, and the pharmaceutical industry has been subject to significant product liability litigation. Any claims, with or without merit, could result in costly litigation, reduced sales, significant liabilities and diversion of our management's time and attention and could have a material adverse effect on our financial condition, business and operating results. A product liability claim could also tarnish our reputation, whether or not such claims are with or without merit.

If a product liability claim is brought against us, we may be required to pay legal and other expenses to defend the claim and, if the claim is successful, damage awards may be substantial and/or may not be covered, in whole or in part, by our insurance. We may not have sufficient capital resources to pay the damages resulting from a judgment, in which case our creditors could levy against our assets. We may also be obligated to indemnify our commercial partners and third-party service providers as well as make payments to other parties with respect to product liability damages and claims. Defending any product liability claims, or indemnifying others against those claims, could require us to expend significant financial and managerial resources and would have a material adverse effect on our reputation and our financial condition.

Geo-Political Risks

A variety of risks associated with our international business relationships could materially adversely affect our business.

International business relationships in the United States, Europe, Ukraine, the Middle East, China, Taiwan and elsewhere subject us to additional risks, including: (a) disruptions of important government services; (b) differing regulatory requirements for drug approvals in foreign countries; (c) potentially reduced protection for intellectual property rights, including unexpected changes in the rules governing patents and their enforcement; (d) potential third-party patent rights in foreign countries; (e) the potential for so-called parallel importing, which is what happens when a local seller, faced with high or higher local prices, opts to import goods from a foreign market, with low or lower prices, rather than buying them locally; (f) unexpected changes in tariffs, trade barriers and regulatory requirements; (g) economic weakness, including inflation, or political instability, particularly in foreign economies and markets; (h) compliance with tax, employment, immigration and labor laws for employees traveling abroad and for new talents we may desire to recruit; (i) foreign taxes; (j) foreign exchange contracts and foreign currency fluctuations, which could result in increased operating expenses and reduced revenue, and other obligations incident to doing business in another country; (k) workforce uncertainty in countries where labor unrest is more common than in the United States and Canada; (l) production shortages resulting from any events affecting raw material supply or manufacturing capabilities abroad; and (m) business interruptions resulting from geo-political actions, including war and terrorism, or natural disasters, including earthquakes, volcanoes, typhoons, floods, hurricanes and fires, or epidemic such as the one related to the coronavirus.

These and other risks of international business relationships may have a material adverse effect on our business, financial condition and operating results.

Cybersecurity and Data Privacy Risks

We rely extensively on the information technology systems of third-party service providers to store data, such as personal identifiable information, regarding our commercial activities for EGRIFTA SV® and Trogarzo®. Security breaches and other disruptions to those information technology systems could cause a violation of privacy laws, exposing us to liability which could cause our business and reputation to suffer.

In the ordinary course of business, we rely upon information technology and networks, most of which are managed by third parties, to process, transmit and store electronic information to manage and support our business decisions and strategy. We have no control and access over the information technology systems of third-party service providers where most of this information is stored and we are unable to assess whether appropriate measures have been implemented to prevent or limit a security breach of their information technology systems.

We also use our information technology systems to collect and store proprietary data, such as those related to our intellectual property, customers, employees and suppliers.

In connection with our presence in Canada and Europe, we must comply with privacy laws and regulations of Québec and Europe. Both of those laws and regulations introduced data protection requirements relating to the consent of individuals to whom the personnel data relates, the information provided to the individuals, the security we must retain, the security and confidentiality of the personal data, data breach notification and the use of third-party processors in connection with the processing of personal data. These laws have increased the responsibility of all parties collecting personal data. We have reviewed and are currently complementing our in-house policies and related procedures to ensure compliance with those laws. In the United States, there exists no federal laws regarding the protection of personal information and all such laws are State-regulated. With the addition of a sales and medical team in-house, we are in the process of assessing compliance with the privacy laws in each of the States where the bulk of our activities is conducted. However, there can be no guarantee that the Corporation will not be found to violate some of those laws as a result of the combination of our business activities in various jurisdictions and the complexity of those laws and their interpretations.

The secure and uninterrupted operation of third-party information technology systems and of ours is material to our business operations and strategy. More and more businesses are subject to information technology system intrusion for which cyber-terrorists often use ransomware to demand payment of a ransom to allow those businesses to regain access to its data. Despite the measures that we have implemented against unwanted intrusion by third parties, there can be no guarantee that our systems could resist to a cyber-attack. Unauthorized access to data files held in our information technology systems or those of third parties could result in inappropriate use, change or disclosure of sensitive and/or personal data of our customers, employees, suppliers and patients. Any such access, disclosure or other loss of information could subject us to litigation, regulatory fines, penalties or reputational damages, any of which could have a material adverse effect on our competitive position, reputation, business, financial condition and operating results.

Other Risks Related to Our Business

We may require additional funding and may not be able to raise the capital necessary to fund all or part of our capital requirements.

We may need financing in order to fund all or part of our capital requirements to sustain our growth, to develop our marketing and commercial capabilities, and to in-license or acquire approved products. Our business performance may prevent us from generating enough cash-flow to achieve our business plan and the market conditions may also prevent us from having access to the public market in the future at the times or in the amounts necessary. Therefore, there can be no guarantee that we will be able to continue to raise additional capital by way of public or private offerings in the future. In addition, the conditions precedent to have access to the third and fourth tranches under the Marathon Credit Agreement based on its current terms are not met, and therefore, unless an amendment to the Marathon Credit Agreement is entered into with Marathon, there is no ability to access these tranches. In such a case, we would have to use other means of financing, such as entering into private financing or, with the consent of Marathon, incur additional debt, the terms and conditions of which may not be favorable to us. We currently have no arranged sources of financing available to us. The issuance and sale of substantial amounts of equity, or other securities, or the perception that such issuances and sales may occur could adversely affect the market price of our Common Shares.

We depend on our current personnel to pursue our business plan and the loss of our key employees and the inability to attract and hire highly qualified individuals to replace the loss of our current key employees could have a material adverse effect on our business and growth potential.

Because of the specialized nature of our business, our success depends to a significant extent on the continued service of our key employees and on our ability to be able to attract, retain and motivate qualified commercial, medical, regulatory and scientific personnel. We have entered into employment agreements with our executive officers and provided them, as well as to other key employees, with long-term incentives as a retention mechanism, but such agreements and incentives do not guarantee that our executive officers and other key employees will remain employed by us for any significant period of time, or at all. In addition, we have a limited workforce to pursue our business plan and the loss of any of our key employees could materially adversely affect our business. The loss of key account managers and medical science liaison personnel and our inability to attract and retain them could have a material adverse effect on our commercial and medical activities related to *EGRIFTA SV*® and Trogarzo®, and, accordingly, on our business, financial condition and operating results. In addition, it could adversely affect the market price of our Common Shares.

There is intense competition for qualified personnel in the areas of our activities, and we and our third-party service providers may not be able to continue to attract and retain the qualified personnel necessary for the growth of our business. Our failure and the failure of our third-party service providers to attract and retain such personnel could impose significant limits on our business operations and hinder our ability to successfully and efficiently realize our business plan.

We may not achieve our publicly announced financial, milestones or our commercial objectives on time.

In January 2023, we announced revenue guidance for the fiscal year ended November 30, 2023, in the range of $90 million to $95 million. In July 2023, we revised such revenue guidance to be in the range of $82 million to $87 million. In September 2023, such revenue guidance was tightened to be in the range of $82 million to $85 million. From time to time, we publicly announce the timing of certain events to occur or the attainment of certain commercial objectives. These statements are forward-looking and are based on the best estimate of management at the time, relating to the achievement of such guidance or to the occurrence of such events. However, the actual timing of such events or our ability to achieve these objectives may differ from what has been publicly disclosed. Events such as beginning of commercialization of a product, levels of sales, revenues and other financial metrics may vary from what is publicly disclosed. These variations may occur as a result of a series of events, including problems with a supplier or a commercial partner, change in the procurement policy of a commercial partner or any other event having the effect of delaying the publicly announced timeline or reducing the publicly announced commercial objective. We undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as otherwise required by law. Any variation in the timing of certain events having the effect of postponing such events or any variation in the occurrence of certain events having the effect of altering publicly announced commercial objectives could have a material adverse effect on our business, financial condition and operating results. In addition, it could adversely affect the market price of our Common Shares.

In connection with the reporting of our financial results, we are required to make estimates and assumptions, which involve uncertainties and any significant differences between our estimates and actual results could have an adverse impact on our reported financial position, operating results and cash flows.

The preparation of our consolidated financial statements requires that we make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. On an ongoing basis, our management evaluates our critical and other significant estimates and assumptions, including among others, those associated with revenue and sales allowances and chargebacks, realizable value of inventories, estimation of accruals for clinical trial expenses, measurement and recoverability of intangible assets, the measurement of derivative financial assets, and the measurement of share-based arrangements. Any significant differences between our actual results and our estimates and assumptions could negatively impact our reported financial position, operating results and cash flows.

If actual future payments for allowances for discounts, returns, rebates and chargebacks exceed the estimates the Corporation made at the time of the sale of its products, its financial position, results of operations, and cash flows may be negatively impacted.

Pursuant to the Corporation's accounts and revenue recognition policies, the product revenue recognized quarter over quarter by the Corporation is net of estimated allowances for discounts, returns, rebates and chargebacks, including potential clawbacks in certain jurisdictions when pricing terms are based on temporary use authorizations and thus subject to future negotiations. Such estimates require subjective and complex judgment due to the need to make estimates about matters that are inherently uncertain. Based on industry practice, pharmaceutical companies, including the Corporation, have liberal return policies, sometimes making it difficult to estimate the timing and amount of expected revenues.

A chargeback is the difference between the price the wholesaler pays the Corporation (wholesale acquisition cost) and the price that the wholesaler's customer pays for the Corporation's product (contracted customer). The Corporation's products were subject to certain programs with federal government qualified entities whereby pricing on products is discounted to such entities and results in a chargeback claim to the Corporation, or for the Corporation to bill certain qualifying Public Health Service end-users at government-mandated pricing. To the extent that the Corporation's sales to discount purchasers, such as federal government qualified entities, increases, chargeback claims will also increase. There may be significant lag time between the Corporation's original sale to the wholesaler and the Corporation's receipt of the corresponding government chargeback claims from the Corporation's wholesalers.

The Corporation's products are subject to state government-managed Medicaid programs, whereby rebates for purchases are issued to participating state governments. These rebates arise when the patient treated with the Corporation's products is covered under Medicaid. The Corporation's calculations require the Corporation to estimate end-user and patient mix to determine which of its sales will likely be subject to these rebates. There is a significant time lag in the Corporation receiving these rebate notices (generally several months after its sale is made). The Corporation's estimates are based on its historical claims from participating state governments, as supplemented by management's judgment.

Although the Corporation believes that it has sufficient allowances, actual results may differ significantly from its estimated allowances for discounts, returns, rebates and chargebacks. Changes in estimates and assumptions based upon actual results may have a material impact on its financial condition, results of operations and cash flows. Such changes to estimates will be made to the financial statements in the period in which the estimate is changed. In addition, the Corporation's financial position, results of operations and cash flows may be negatively impacted if actual future payments for allowances, discounts, returns, rebates and chargebacks exceed the estimates the Corporation made at the time of the sale of its products.

We have identified a material weakness in our internal controls over financial reporting for the fiscal year ended November 30, 2022, in connection with the documentation of the analysis and relating to the monitoring of certain conditions and covenants included in the Marathon Credit Agreement. For the fiscal year ended November 30, 2023, we have remediated such material weakness but there can be no assurance that we will not identify other material weakness in our internal controls over financial reporting for the fiscal year ended November 30, 2024, and beyond. A material weakness may hamper our ability to meet our reporting obligations and could result in a material misstatement in the Corporation's financial statements. As a result, the trading price of our Common Shares could be negatively affected.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. Accordingly, a material weakness increases the risk that we are unable to comply with our reporting obligations and/or that the financial information we report contains material errors. Any of those events could materially adversely affect the trading price of our Common Shares. A failure to comply with our reporting requirements could also subject us to sanctions and/or investigations by securities regulatory authorities.

We have identified a material weakness in our internal controls over financial reporting for the fiscal year ended November 30, 2022, in connection with the documentation of the analysis and relating to the monitoring of certain conditions and covenants included in the Marathon Credit Agreement. This control failure caused ineffective controls over the assessment of going concern uncertainty, including the underlying financial data and assumptions supporting the forecasted financial information utilized to prepare projected cash flows and liquidity requirements to comply with some of the covenants in the Marathon Credit Agreement. The Corporation's management team has implemented remediation measures designed to ensure that control deficiencies contributing to the material weakness are remediated, such that these controls are designed, implemented and operating efficiently. While the Corporation succeeded in implementing remediation measures in the fiscal year ended November 30, 2023, there can be no assurance that we will not identify other material weakness in our internal controls over financial reporting for the fiscal year ended November 30, 2024, and beyond. If the Corporation fails to maintain effective internal controls in the future, it could result in a material misstatement of the Corporation's financial statements, which could cause investors to lose confidence in the Corporation's financial statements and cause the trading price of its Common Shares to decline.

We regularly review and update our internal controls, disclosure controls and procedures, and corporate governance policies. In addition, we are required under securities laws to report annually on our internal control over financial reporting. We are not currently required, and do not, obtain an audit of our internal controls over financial reporting. Any system of internal controls, however well designed and operated, is based in part on certain assumptions and can provide only reasonable, not absolute, assurances that the objectives of the system are met.

Risks Related to our Common Shares

Our share price has been volatile, and an investment in our Common Shares could suffer a decline in value.

The Corporation's Common Shares are listed on the Toronto Stock Exchange ("TSX") and on the U.S. Nasdaq Capital market ("Nasdaq"). The market price of the Common Shares on the Nasdaq and the TSX has fluctuated significantly in the past and the Corporation expects the market prices to continue to fluctuate in the future, and such prices may decline. For example, since the Corporation's listing of its Common Shares on Nasdaq to December 31, 2023, the Corporation's closing share price on Nasdaq has ranged from a low of $0.89 to a high of $16.28. Consequently, you may not be able to sell your Common Shares at prices equal to or greater than the price paid by you. In addition, the market price of the Common Shares may be influenced by many factors, some of which are or may be beyond the Corporation's control, including: actual or anticipated variations in the Corporation's operating results and/or research and development activities; announcements by the Corporation or the Corporation's competitors of significant contracts or acquisitions; additions or departures of key personnel; announcement or expectation of additional financing efforts; impairment of assets; changes in accounting principles; changes in the general market and economic conditions; future sales of the Common Shares; the failure of financial analysts to initiate or maintain coverage of the Common Shares, changes in financial estimates by financial analysts, or any failure by the Corporation to meet or exceed any of these estimates, or changes in the recommendations of any financial analysts that elect to follow the Common Shares or the shares of the Corporation's competitors; and investor perceptions of the Corporation and the industry in which the Corporation operates.

In addition, stock markets, in general, have experienced substantial price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of particular companies affected. These broad market and industry factors may materially harm the market price of the Common Shares, regardless of the Corporation's operating performance. Dual listing of the Common Shares on the Nasdaq and the TSX may increase share price volatility on both exchanges because trading is in the two markets, which may result in less liquidity on both exchanges. In addition, different liquidity levels, volumes of trading, currencies and market conditions on the two exchanges may result in different prevailing trading prices. In the past, following periods of volatility in the market price of certain companies' securities, securities class action litigation has sometimes been instituted against these companies. This litigation, if instituted against the Corporation, could adversely affect the financial condition or results of operations of the Corporation.

The liquidity of our Common Shares is uneven and oftentimes scarce and shareholders desiring to purchase or sell Common Shares could be unable to, if the liquidity in our Common Shares is low.

The volume of Common Shares traded on the TSX and the Nasdaq has been uneven over time and is often low. Therefore, any investor who desires to purchase or sell Common Shares of the Corporation over the TSX or the Nasdaq may be unable to rapidly execute its order and, if the liquidity is low, the price at which such investor may purchase or sell Common Shares may be adversely affected by the lack of trading volume.

Our Common Shares may be delisted from the Nasdaq stock market if the minimum bid price of our Common Shares remains below US$1.00 per share for 30 consecutive trading days. The delisting of our Common Shares could reduce the liquidity in our Common Shares and could trigger a sell-off from U.S. shareholders. Any reduction in the liquidity of our Common Shares or a sell-off of our Common Shares could result in a decline in the price of our Common Shares. Being delisted from the Nasdaq stock market could also adversely affect analysts coverage of our business and prevent us from retaining U.S. investment bankers to raise capital in public offerings.

Under the Nasdaq minimum bid price requirement, the minimum bid price of our Common Shares may not remain below $1.00 per share for 30 consecutive trading days. If such event occurs, the Corporation will receive a deficiency notice providing the Corporation with a 180-calendar day cure period from the date of the notice during which the minimum bid price of the Common Shares will have to be $1.00 or more per share for ten consecutive business days in order to avoid delisting. If, at the expiry of the 180-calendar day cure period, the Corporation has not regained compliance with the minimum bid price requirement, the Corporation could be afforded an additional 180-calendar day cure period, provided that it meets certain conditions.

If the Common Shares of the Corporation are delisted from the Nasdaq stock market, the liquidity in our Common Shares could decrease and investors may have difficulties in buying or selling our Common Shares. In addition, a delisting of our Common Shares on the Nasdaq stock market could trigger a sell-off from current U.S-based shareholders whose internal policies could prevent them from holding securities of companies that are not traded on a U.S. stock market. Any sell-off by these shareholders could result in a material decline in the price of our Common Shares.

Finally, if the minimum bid price of the Common Shares were to be below $1.00 per share for 30-consecutive trading days, there can be no assurance that the cure period provided by Nasdaq rules to regain compliance with the minimum bid price requirement would result in the Corporation regaining compliance with such rules in order to avoid a delisting of the Common Shares. Even if the Corporation was to proceed with a reverse-split of its Common Shares, as performed on July 31, 2023, there can be no assurance that the long term bid price of the Common Shares post reverse-split would meet the minimum bid price requirement of the Nasdaq stock market.

Our revenues and expenses may fluctuate significantly and any failure to meet financial expectations and/or our own financial guidance, if any, may disappoint securities analysts or investors and result in a decline in the price of our Common Shares.

Our revenues and expenses have fluctuated in the past and are likely to do so in the future. These fluctuations could cause our share price to decline. Some of the factors that could cause revenues and expenses to fluctuate include the following: (a) the level of sales of *EGRIFTA SV*® in the United States; (b) the level of sales of Trogarzo® in the United States; (c) supply issues with *EGRIFTA SV*® or Trogarzo®; (d) default under the terms of the Marathon Credit Agreement; (e) the inability to adequately manage our liquidity; (f) the outcome of any litigation; (g) payment of fines or penalties for violations of laws; (h) foreign currency and/or interest rate fluctuations; (i) the timing of achievement and the receipt of milestone or royalty payments from future third parties; and (j) failure to enter into new or the expiration or termination of current agreements with third parties.

If our quarterly or annual operating results fall below the expectations of investors or securities analysts, or if we need to reduce our financial guidance, if any, the price of our Common Shares could decline substantially. Furthermore, any quarterly fluctuations in our operating results may, in turn, cause the price of our stock to fluctuate substantially.

If securities or industry analysts do not publish research or reports, or publish unfavorable research or reports about our business, the price of our Common Shares and trading volume may decline.

The trading market for our Common Shares will rely in part on the research and reports that industry or financial analysts publish about us, our business, our markets and our competitors. We do not control these analysts. If securities analysts do not cover our Common Shares, the lack of research coverage may adversely affect the market price of our Common Shares. Furthermore, if one or more of the analysts who do cover us downgrade the target price of our Common Shares or if those analysts issue other unfavorable commentary about us or our business, the price of our Common Shares would likely decline. If one or more of these analysts cease coverage of us or fails to regularly publish reports on us, we could lose visibility in the market and interest in our Common Shares could decrease, which in turn could cause our share price or trading volume to decline and may also impair our ability to expand our business with existing customers and attract new customers.

We do not intend to pay dividends on our Common Shares and, consequently, the ability of investors to achieve a return on their investment will depend on appreciation in the price of our Common Shares.

We have never declared or paid any cash dividend on our Common Shares and we do not currently intend to do so in the foreseeable future. We currently anticipate that we will retain future earnings for the development, operation and expansion of our business. Therefore, the success of an investment in our Common Shares will depend upon any future appreciation in their value. There is no guarantee that our Common Shares will appreciate in value or even maintain the price at which our shareholders have purchased their shares.

Our shareholder rights plan and certain Canadian laws could delay or deter a change of control.

Our shareholder rights plan ("Rights Plan") entitles a rights holder, other than a person or group holding 20% or more of our Common Shares, to subscribe for our Common Shares at a discount of 50% to the market price at that time, subject to certain exceptions. See "Item 10B – Memorandum and Articles of Association – Shareholder Rights Plan" for information on our Rights Plan.

The *Investment Canada Act* (Canada) subjects an acquisition of control of a company by a non-Canadian to government review if the value of the assets as calculated pursuant to the legislation exceeds a threshold amount. A reviewable acquisition may not proceed unless the relevant minister is satisfied that the investment is likely to be a net benefit to Canada. See "Item 10B – Memorandum and Articles of Association – Limitations on Rights to Own Securities".

Any of the foregoing could prevent or delay a change of control and may deprive or limit strategic opportunities for our shareholders to sell their shares.

We are governed by the corporate and securities laws of Canada, which in some cases have a different effect on shareholders than the corporate laws of Delaware, U.S. and U.S. securities laws.

We are governed by the *Business Corporations Act* (Québec) ("QBCA") and other relevant laws, which may affect the rights of shareholders differently than those of a company governed by the laws of a U.S. jurisdiction, and may, together with our charter documents, have the effect of delaying, deferring or discouraging another party from acquiring control of the Corporation by means of a tender offer, a proxy contest or otherwise, or may affect the price an acquiring party would be willing to offer in such an instance. The material differences between the QBCA and Delaware General Corporation Law ("DGCL") that may have the greatest such effect include, but are not limited to, the following: (i) for material corporate transactions (such as mergers and amalgamations, other extraordinary corporate transactions or amendments to the our articles) the QBCA generally requires a two-thirds majority vote by shareholders, whereas DGCL generally requires only a majority vote; and (ii) under the QBCA, holders of 10% or more of our shares that carry the right to vote at a meeting of shareholders can requisition a special meeting of shareholders, whereas such right does not exist under the DGCL. See "Item 10B – Memorandum and Articles of Association – Differences in Corporate Law".

The economic effects of a pandemic, epidemic or outbreak of an infectious disease could adversely affect our operations or the market price of our Common Shares.

Public health crises such as pandemics, epidemics or similar outbreaks, including coronavirus known as "COVID-19", could adversely impact our operations or the market price of our Common Shares. The extent to which a pandemic, epidemic or outbreak would affect our operations, or the market price of our Common Shares would depend on future developments, including the duration of any such pandemic, epidemic or outbreak and actions to contain or treat any such pandemic, epidemic or outbreak, among others.

Item 4. Information on the Company

A. *History and development of the Company.*

Name, Address and Incorporation

Our legal name and commercial name is Theratechnologies Inc. Our head office and principal place of business is located at 2015 Peel Street, 11th Floor, Montreal, Québec, Canada H3A 1T8. Our telephone number is (514) 336-7800. Our website is www.theratech.com. Our agent for service in the United States is CT Corporation System, 28 Liberty Street, New York, NY 10005 (212) 894-8940.

We were incorporated under Part IA of the *Companies Act* (Québec) ("CAQ"), on October 19, 1993, under the name Theratechnologies Inc. We amended our articles on October 20, 1993, by repealing the restrictions applicable to private companies. On December 6, 1993, we again amended our articles to increase the number of directors and to modify our share capital. On March 26, 1997, we further modified our share capital to consist of an unlimited number of common shares and an unlimited number of preferred shares. Finally, on June 21, 2011, we amended our articles to give the power to our directors to appoint a number of additional directors equal to 33.33% of the number of directors elected at the last shareholders meeting preceding any appointment.

On February 14, 2011, the CAQ was abrogated and replaced by the *QBCA*, and companies governed by Part IA of the CAQ such as us became business corporations governed by the QBCA. Accordingly, we did not have to file articles of continuation or amend our existing corporate articles. The QBCA was applicable immediately without having to complete any formalities.

Authorized Share Capital:

We are authorized to issue an unlimited number of Common Shares, without nominal value and an unlimited number of preferred shares, without nominal value, issuable in one or more series.

Subject to the priority rights of holders of preferred shares, holders of Common Shares are entitled to any dividend declared by the Board of Directors, to one vote per share at meetings of our shareholders and, in the event of our liquidation or dissolution, to participate in the distribution of the assets.

Preferred shares carry no voting rights. Preferred shares may be issued at any time in one or more series. Our articles of incorporation give our Board of Directors the power to fix the number of preferred shares and the consideration per share, as well as to determine the provisions attached to the preferred shares of each series (including dividends, redemption and conversion rights, if any). The shares of every series of preferred shares will have priority over all our other shares, including common shares, with respect to the payment of dividends and return of capital in the event of our liquidation or dissolution.

The Common Shares issued represent the total voting rights pertaining to our securities.

Our Common Shares are listed on the TSX under the symbol "TH", and on the U.S. Nasdaq under the symbol "THTX".

Dividend Policy

We have never declared or paid cash dividends on our Common Shares and do not anticipate paying any cash dividends on our Common Shares in the foreseeable future. We presently intend to retain future earnings, if any, to finance the expansion and growth of our business. Any future determination to pay dividends will be at the discretion of our Board of Directors and will depend on our financial condition, results of operations, capital requirements and other factors the Board of Directors deems relevant.

Recent Developments

Marathon Credit Agreement and Amendments Thereto

On July 20, 2022, we entered into the Marathon Credit Agreement with Marathon providing for a credit facility of up to $100 million available in four tranches of $40 million, $20 million, $15 million and $25 million, respectively. The availability of each tranche is subject to meeting certain conditions. To date, the Corporation has drawn $60 million down from the Marathon Credit Agreement and the Corporation does not meet the conditions precedent to drawdown additional amounts under the Marathon Credit Agreement.

In the last fiscal year ended November 30, 2023, we entered into various agreements with Marathon to amend some of the terms and conditions of the Marathon Credit Agreement.

On February 27, 2023, we entered into amendments to the Marathon Credit Agreement providing for, among other things: the removal of the condition related to the submission to the FDA of the Corporation's HFS results related to *EGRIFTA SV®* in order to be able to draw down on the $20,000,000 second tranche under the Marathon Credit Agreement. The amendment was entered into in consideration of the issuance of 5,000,000 common share purchase warrants ("Marathon Warrants") to Marathon. Each Marathon Warrant then entitled the holder thereof to purchase one Common Share of the Corporation at a price of $5.80 per share ("Exercise Price") until February 27, 2030. On June 21, 2023, the Corporation drew down on the second tranche of $20,000,000.

On May 15, 2023, we entered into an additional amendment to the Marathon Credit Agreement to lower the minimum net revenue target the Corporation was required to meet in its second quarter of the fiscal year 2023 as part of its obligations.

On July 10, 2023, we entered into an additional amendment to the Marathon Credit Agreement to reduce the amount of liquidity the Corporation had to maintain from $20,000,000 to $14,000,000 from July 10, 2023, to July 21, 2023, and then to $16,000,000 until July 28, 2023.

On July 28, 2023, we entered into further amendments to the Marathon Credit Agreement providing for, among other things, (i) the delivery to Marathon until October 31, 2023, of weekly reports about the Corporation's liquidity position; and (ii) the amount of liquidity the Corporation had to maintain between various periods of time ranging from July 10, 2023, up to and until October 31, 2023. Beginning on November 1, 2023, the prescribed level of liquidity was set at $20,000,000.

On September 21, 2023, we entered into an amended and restated fourth amendment to the Marathon Credit Agreement which reiterated the amendments agreed to on July 28, 2023, but contained a waiver from Marathon of any default or event of default that may have occurred as a result of the Corporation's failure to meet the minimum liquidity covenant between July 3, 2023, up to and including July 9, 2023.

On October 13, 2023, we entered into additional amendments to the Marathon Credit Agreement providing for, among other things,: (i) revising the minimum liquidity requirements for all times following October 31, 2023 to be between $15,000,000 and $20,000,000, based on the Marathon Adjusted EBITDA thresholds over the most recently ended four fiscal quarters; (ii) revising the minimum revenue requirements to be based on quarterly Marathon Adjusted EBITDA-based targets instead of quarterly revenue-based targets, beginning with the quarter ending November 30, 2023; and (iii) deleting the prohibition against the Corporation having a going concern explanatory paragraph in the opinion of the independent registered public accounting firm of the Corporation that accompanies the Corporation's annual report. In consideration of these amendments, the Corporation has agreed to (i) pay an amount equal to $600,000, or 100 basis points calculated on the funded debt as of that day ($60,000,000), over the term of the loan and added to the outstanding principal amount of the funded debt as payment in kind; and (ii) reprice the Exercise Price of the Marathon Warrants to $2.30 from $5.80. Following the Consolidation completed on July 31, 2023, the exercise of four Marathon Warrants and the payment of $2.30 are required to purchase one Common Share of the Corporation, for up to a maximum issuance of 1,250,000 Common Shares.

Reimbursement of 5.75% Convertible Unsecured Senior Notes

On June 19, 2018, the Corporation issued by way of prospectus an aggregate principal amount of $57.5 million of 5.75% convertible unsecured senior notes maturing on June 30, 2023 ("Convertible Notes"). In July 2022, the Corporation bought back and cancelled $30 million principal amount of Convertible Notes through private agreements with certain U.S. Convertible Note holders. On June 30, 2023, the Corporation reimbursed all of the outstanding principal amount of $27.5 million of Convertible Notes.

Share Consolidation

On July 31, 2023, we announced that we had completed the consolidation of the issued and outstanding Common Shares of the Corporation's share capital on the basis of one (1) post-consolidation share for each four (4) pre-consolidation shares issued and outstanding ("Consolidation"). The Corporation's Common Shares began trading on the TSX and the Nasdaq on a consolidated basis on that date.

Reorganization of Research & Development Activities

As a result of the weakness in the Company's net revenues in the first half of Fiscal 2023, the Corporation initiated a reorganization in July 2023, mainly focused on its research and development activities, which is expected to result in annualized savings of at least $5,500,000 for the fiscal year ended November 30, 2024 and beyond. Most of these costs will be associated with headcount reduction and a decrease in the number and scope of research and development projects. As such, the Corporation recorded a charge of $719,000 in the third quarter of Fiscal 2023 to cover severance and other costs. On October 24, 2023, the Corporation announced further changes to its operations that would result in a tapering of research and development activities, which necessitated a reduction of approximately 25 positions. The Corporation expects to realize further recurring yearly savings of approximately $3,500,000 resulting from this reorganization and has recorded an additional restructuring charge of approximately $1,244,000 in the fourth quarter of Fiscal 2023.

Public Offering and Concurrent Private Placement

On October 31, 2023, the Corporation announced the closing of a financing for gross proceeds of $25,000,000. The financing was done by way of prospectus ("2023 Public Offering") resulting in the issuance of 12,500,000 Common Shares at $1.00 per Common Share ("Offering Price") and by way of a private placement ("Concurrent Private Placement") resulting in the issuance of 9,118,184 Common Shares at the Offering Price and of 3,381,816 fully-funded, non-voting subscription receipts exchangeable into Common Shares on a one-for-one basis ("Exchangeable Subscription Receipts"). As part of the Concurrent Private Placement, the Company paid to the subscriber, Investissement Québec, a commitment fee of 1.5%. In connection with the 2023 Public Offering, the Company also granted the underwriter a 30-day option to purchase up to 1,875,000 Common Shares at the Offering Price. This option was partially exercised resulting in gross proceeds of $160,000.

The Exchangeable Subscription Receipts were issued pursuant to and are governed by the Exchangeable Receipt Agreement, dated October 31, 2023 between the Corporation and Investissement Québec (the "Exchangeable Receipt Agreement"). The component of the Concurrent Private Placement in the form of Exchangeable Subscription Receipts is designed to ensure that, following completion of the 2023 Public Offering and the Concurrent Private Placement, Investissement Québec does not have beneficial ownership or control over more than 19.9% of the issued and outstanding Common Shares and, therefore, is not a "control person" within applicable Canadian securities laws ("Exchangeable Condition"). Pursuant to the Exchangeable Receipt Agreement, the Exchange Condition is subject to a number of exceptions, including (i) in the context of a take-over bid, arrangement, merger or similar transaction for the purpose of allowing the holder to participate to such transaction equally and rateably with the shareholders of the Corporation, (ii) in the context of a concurrent sale of Common Shares issued upon the exchange of the Exchangeable Subscription Receipts, or (iii) with the prior approval of the shareholders of the Corporation or TSX. The Exchangeable Subscription Receipts entitle their holder to receive a payment equivalent to any dividend declared on the Common Shares and participate in any rights offering that the Corporation may undertake. In addition, to the extent that the Corporation undertakes certain transactions affecting its Common Shares, such as a stock split, a reverse stock split, a share reclassification or the payment of dividend in shares, requisite adjustments will be made to the Exchangeable Subscription Receipts so that the holder may receive upon exchange thereof the same number of Common Shares that it would have been entitled to receive under the transaction if the Exchangeable Subscription Receipts had been exchanged into Common Shares immediately prior to such transaction.

As part of the Concurrent Private Placement, the Corporation has also entered into an investor rights agreement with Investissement Québec ("Investor Rights Agreement") pursuant to which Investissement Québec is entitled to nominate one director to the Company's board of directors and to designate one individual acting as an observer at each meeting of the Company's Board of Directors for as long as it holds 50% of the Common Shares purchased under the Concurrent Private Placement.

In its prospectus supplement dated October 25, 2023, filed as part of the 2023 Public Offering, the Corporation indicated that it intended to use the net proceeds of the 2023 Public Offering and the Concurrent Private Placement for general corporate purposes, which may include working capital, general and administrative expenses, commercialization expenses, repayment of outstanding debt under the Marathon Credit Agreement, and potential acquisitions or in-licensing of commercial products.

A portion of the Corporation's working capital will be used to maintain the minimum amount of liquidities, ranging between $15 million and $20 million, that the Corporation is required to maintain at all times under the Marathon Credit Agreement based on the Marathon Adjusted EBITDA thresholds set forth in the Marathon Credit Agreement over the most recently ended four fiscal quarters.

The prepayment of the outstanding principal amount of $40 million loaned to the Corporation under the Marathon Credit Agreement is subject to certain restrictions until July 27, 2024, and no such prepayment is expected to be made by the Corporation before then. Thereafter, any prepayment will be evaluated on prevailing circumstances, including the Corporation's financial position and opportunities available to the Corporation. Use of proceeds for the purpose of potential acquisitions or in-licensing of commercial products will depend on available opportunities as they may arise.

Capital Expenditure and Divestitures

Since the beginning of the Corporation's last three financial years, the Corporation has not made any material capital expenditures. However, in its fiscal year ended November 30, 2022, the Corporation incurred capital divestiture amounting to $6.4 million as a result of the acceleration and amortization of its intangible asset relating to rights to commercialize Trogarzo® in Europe following its decision to return all commercialization rights to this product to TaiMed.

Public Takeover Offer

During the last and current financial year, we have not been subject to any public takeover offer by third parties in respect of the Company's Common Shares and the Company has not made any public offer to any company to purchase such company's shares.

The SEC maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC (http://www.sec.gov).

B. ***Business Overview.***

Principal Products and Activities

We are a biopharmaceutical company focused on the development and commercialization of innovative therapies addressing unmet medical needs.

Our business strategy is to grow revenues and Adjusted EBITDA from the sale of our existing and potential future assets in North America and to develop a portfolio of complementary products, compatible with our expertise in drug development and our commercialization know-how.

We currently commercialize two approved products for people living with HIV, namely: *EGRIFTA SV*® and Trogarzo®. In addition to the sale of our products, we are conducting research and development activities and we have a pipeline of investigational medicines in the areas of oncology and NASH.

Our Products and Pipeline

EGRIFTA SV®

Tesamorelin is the active peptide comprising *EGRIFTA SV*®. Tesamorelin is a stabilized 44 amino acid human growth hormone-releasing factor analogue ("GRF"), which was synthesized in our laboratories in 1995 using our long-acting peptide method. Although natural peptides have significant therapeutic potential, they are subject to enzymatic degradation which severely limits their effectiveness in clinical use. Our long-acting peptide method is a peptide stabilization process which increases the target protein's resistance to enzymatic degradation, while maintaining its natural specificity. This usually results in a more stable and efficient compound, which can thus prolong its duration of action. Tesamorelin induces growth hormone secretion in a natural and pulsatile way. The clinical results obtained to date using tesamorelin suggest a therapeutic potential in both anabolic and lipolytic indications. Tesamorelin for injection induces the release of growth hormone which causes a reduction in excess visceral abdominal fat (lipohypertrophy) in HIV-infected adult patients without reducing or interfering with subcutaneous fat, and, as such, has no clinically significant effect on undesired loss of subcutaneous fat (lipoatrophy).

EGRIFTA SV® (tesamorelin for injection) is a new formulation of *EGRIFTA*® which was originally approved by the FDA in November 2010 and was launched in the United States in January 2011. *EGRIFTA SV*® was approved by the FDA in November 2018, was launched in 2019 and has now replaced *EGRIFTA*® in such country. *EGRIFTA SV*® can be kept at room temperature, comes in a single vial and has a higher concentration resulting in a smaller volume of administration. *EGRIFTA SV*® is currently the only approved therapy in the United States for the reduction of excess abdominal fat in HIV-infected adult patients with lipodystrophy. We have been commercializing this product in the United States since May 1st, 2014.

Lipodystrophy

Lipodystrophy is characterized by abnormalities in the production and storage of fat. It has two components: lipohypertrophy, and excessive abdominal fat accumulation, and lipoatrophy, the noticeable, localized loss of fat tissue under the skin. In patients with lipohypertrophy, fat accumulation occurs mostly around the waist and may also occur in other regions, including breast tissue and in dorsocervical tissues in the neck, resulting in a "buffalo hump". Excess fat also appears as lipomas, or benign tumors composed of fat cells. In patients with lipoatrophy, the loss of fat tissue generally occurs in the limbs and facial area.

In HIV-infected patients, lipodystrophy may be caused by the viral infection itself, the use of ARV therapy (not class-specific), presence of hormonal imbalance (growth hormone) and/or microbiome alteration and chronic inflammation. Different pathophysiological mechanisms are involved in the development of lipohypertrophy and lipoatrophy. The most common statistically significant independent risk factors identified for lipohypertrophy are duration of ARV therapy and markers of disease severity, including higher pre-ARV treatment viral load. Other factors include age, genetics, and gender.

Mechanism of Action

In vitro, tesamorelin binds and stimulates human GRF receptors with similar potency as the endogenous GRF. GRF is a hypothalamic peptide that acts on the pituitary somatotroph cells to stimulate the synthesis and pulsatile release of endogenous growth hormone, which is both anabolic and lipolytic. Growth hormone exerts its effects by interacting with specific receptors on a variety of target cells, including chondrocytes, osteoblasts, myocytes, hepatocytes, and adipocytes, resulting in a host of pharmacodynamic effects. Some, but not all these effects, are primarily mediated by insulin-like growth factor one, IGF-1, produced in the liver and in peripheral tissues.

The effects of recombinant human growth hormone ("rhGH") and tesamorelin have been the subject of several clinical trials in the area of HIV-associated lipodystrophy. Based on these clinical trials, the safety profiles of rhGH and tesamorelin appear to be very different. The natural synthesis of growth hormone is regulated by a feedback mechanism preventing its overproduction. Tesamorelin induces optimal activity of the somatotrope function and retains the natural rhythm (pulsatility) of the physiological secretion of growth hormone without interfering with the feedback mechanism mentioned above. With the exogenous administration of rhGH, the feedback mechanisms are short-circuited, which gives rise to higher levels of growth hormone. The side effects associated with rhGH include nerve, muscle or joint pain, swelling due to fluid retention (edema), carpal tunnel syndrome, numbness and tingling of skin and increased risk of diabetes. These side effects are particularly frequent among older people. In addition, rhGH can cause hyperglycemia which makes it contraindicated for patients with diabetes or pre-diabetic conditions.

Trogarzo® (ibalizumab-uiyk)

Trogarzo® (ibalizumab-uiyk) is a CD-4 directed post-attachment HIV-1 inhibitor. Trogarzo® was approved by the FDA on March 6, 2018, and was made commercially available in the United States on April 30, 2018. In the United States, Trogarzo® is indicated for the treatment of HIV-1 infection in heavily treatment-experienced adults with MDR HIV-1 infection failing their current ARV regimen. Trogarzo® was the first HIV treatment approved with a new mechanism of action in more than 10 years. The treatment is administered every two weeks. It is a long-acting ARV therapy that can lead to an undetectable viral load in combination with other ARVs. Since its approval, Trogarzo® was included in the treatment guidelines issued by the International Antiviral Society-United States and the treatment guidelines issued by the U.S. Department of Health and Human Services.

Trogarzo® was also approved by the EMA in September 2019 and is no longer under licence to us in Europe further to our decision to terminate and return to TaiMed our commercialization rights to this product in April 2022. The EMA has since withdrawn the marketing approval of Trogarzo® in Europe. See "Item 4B – Business Overview - Markets – Trogarzo®" of this Annual Report for more information on the return of commercialization rights to TaiMed.

Trogarzo® was developed by TaiMed and pursuant to an amended and restated distribution agreement entered into on March 6, 2017 (as further amended) ("TaiMed Agreement") we have an exclusive license to commercialize this product in the United States and Canada. See "Item 10C - Material Contracts – TaiMed Agreement" of this Annual Report and refer to Notes 3 and 13 of the Audited Financial Statements for information on the TaiMed Agreement.

Trogarzo® is administered by intravenous infusion as a single loading dose of 2,000 mg followed by a maintenance dose of 800 mg every two weeks after dilution in 250 mL of 0.9% Sodium Chloride Injection, USP. The Trogarzo® loading dose can also be administered as an undiluted intravenous ("IV") push over 90 seconds, and the maintenance dose can be administered as an undiluted IV push over 30 seconds. See "Item 4B – Business Overview – Our Products and Pipeline – Trogarzo® – Life Cyle" of this Annual Report for information on the life cycle of Trogarzo®.

Mechanism of Action

Unlike other ARV agents, Trogarzo® binds primarily to the second extracellular domain of the CD4 receptor, away from major histocompatibility complex II molecule binding sites. It potentially prevents the HIV virus from infecting CD4+ immune cells while preserving normal immunological function. Trogarzo® is active across all major HIV clades and irrespective of tropism. No drug-drug interactions and no cross-resistance with other ART were noted during the clinical trials nor are expected.

Life Cycle

On October 3, 2022, the FDA approved the 30-second IV Push method of administration for the maintenance dose of Trogarzo® and on December 13, 2023, the FDA approved the IV Push administration of the loading dose of Trogarzo®. IV Push is a method by which the undiluted medication is "pushed" by syringe for faster administration into the body's circulation and is designed to make Trogarzo® administration easier and more convenient for people with HIV and their health care providers. As a result, we expect that more clinics will be able to initiate new patients to the product and provide ongoing treatment.

On October 13, 2023, the Company announced results from a study evaluating the intramuscular ("IM") method of administration of Trogarzo®. This study ("TMB-302'), conducted in partnership with TaiMed, enrolled 21 subjects (7 HIV-positive and 14 HIV-negative) to assess the pharmacokinetics, efficacy, and safety of the IM administration of Trogarzo® as compared to the IV infusion. Mean Trogarzo® trough concentrations were greater than 15 µg/mL, suggesting that IM injection was sufficient at maintaining the drug trough concentration above the therapeutic level of 0.3 µg/mL. The mean trough concentrations were comparable between IV infusion and IM injection in HIV-positive subjects. However, the primary endpoint measuring a 90% confidence interval of the ratio of IM injection to IV infusion (0.69, 1.08) did not meet the equivalence limits (0.8, 1.25). Viral suppression, a key secondary clinical endpoint, was maintained in all HIV-positive subjects throughout the IM phase and the overall study. Each study subject received IM maintenance doses for eight weeks of treatment and a total of 152 IM injections were administered, which were well tolerated. One subject reported injection-site pruritus (itching) at a single time point, and no subjects reported injection-site pain when Trogarzo® was administered intramuscularly.

The Corporation has now completed the study of the use of the IM method of administration of Trogarzo® and on January 2, 2024, we announced the filing of a sBLA with the FDA seeking approval of the IM method of administration for maintenance doses of Trogarzo®. We are currently awaiting a Prescription Drug User Fee Act ("PDUFA") date.

Research and Development Activities

In addition to the sale of our products, we are conducting research and development activities. We have established a promising pipeline of investigational medicines in areas of high unmet need, including oncology and NASH. In previous years, we have also worked on extending the lifecycle of tesamorelin and ibalizumab-uiyk. With respect to the latter, we improved the method of administration of both the loading dose and the maintenance dose by obtaining approval of an IV Push method of administration and we have filed a sBLA with the FDA seeking the approval of an IM method of administration of the maintenance dose.

Lifecyle Management of Tesamorelin in Lipodystrophy

F8 Formulation

On September 25, 2023, the Company announced the filing of a sBLA with the FDA seeking the approval of the F8 Formulation. On January 23, 2024, the Company received a CRL from the FDA. The questions outlined in the CRL are largely related to chemistry, manufacturing and controls concerning the microbiology, assays, impurities and stability for both the lyophilized product and the final reconstituted drug product. In addition, the FDA requested further information to understand the potential impact of the proposed formulation on immunogenicity risk. The Company will address the FDA's questions and intends to pursue the approval of the F8 Formulation. To that end, the Company has requested a Type A meeting with the FDA to ensure that its approach is aligned with the FDA expectations.

The F8 Formulation is eight times more concentrated than *EGRIFTA*® and two times more concentrated than the current F4 formulation sold under the trade name *EGRIFTA SV*®. The Company plans to withdraw *EGRIFTA SV*® from the market if and when the F8 Formulation is approved by the FDA. The F8 Formulation can be kept at room temperature, comes in a single vial and has a higher concentration resulting in a smaller volume of administration than *EGRIFTA SV*®. The F8 Formulation has the distinct advantage of requiring a single reconstitution per seven days of daily therapy.

Once approved, the F8 Formulation could be used in our proposed Phase 2b/3 clinical trial studying tesamorelin for the treatment of NASH in the general population.

EGRIFTA SV®

Following the launch of *EGRIFTA SV®* in the United States in 2019, the Company received a number of complaints from patients relating to the reconstitution of *EGRIFTA SV®*. In March 2021, the Company proactively decided to submit to the FDA a CBE supplement to the IFU included in the *EGRIFTA SV®* product labeling and, per the timelines set forth in the regulation. The Company implemented these changes, which included an amended IFU. We also provided patients with detailed training through our call center, THERA Patient Support®, related to the changes. The FDA responded to our CBE supplement with a CRL asking us to carry out a HFS to ensure that patients reconstitute *EGRIFTA SV®* in the proper manner. To date, the Company has completed the first part of the HFS, the formative study. The validation study remains to be conducted and the results thereof remain to be filed and accepted by the FDA. The Company has until September 15, 2024 to submit the HFS results to the FDA. The Company intends to apply for an extension of this deadline.

Multi -Dose Pen Injector

In the fiscal year 2021, we began developing a device in the form of a pen for the administration of tesamorelin. This pen was intended to be used in conjunction with the F8 Formulation. To date, its development is not completed, and we have halted all activities in relation to the development of this device.

Tesamorelin for NASH in the General Population

On September 10, 2020, we announced our intent to study tesamorelin for the potential treatment of NASH in the general population using the F8 Formulation. In November 2020, we filed an Investigational New Drug Application ("IND") with the FDA for a Phase 3 clinical trial evaluating tesamorelin for the treatment of NASH and we received a "Study May Proceed" letter for such Phase 3 clinical trial from the FDA in December 2020. The letter contained a recommendation that the Company requests a meeting to discuss the questions and comments contained in such letter to address certain aspects of the proposed trial design to ensure alignment with the agency's expectations with NASH trials. The Company followed up on the FDA's recommendation and requested a meeting with the agency.

The finalized trial design is planned for a multicenter, randomized, double-blind, placebo-controlled two-part study designed to evaluate the safety and efficacy of tesamorelin in liver-biopsy confirmed patients with NAS score of at least 4 and stage 2 or 3 fibrosis. Part 1 of the study will include a total of approximately 1,100 patients (1:1, tesamorelin:placebo), including approximately 75 to 100 people living with HIV. A second liver biopsy will be performed after the first approximately 1,100 participants have completed 18 months of treatment. This should form the basis for filing a sBLA with the FDA. The clinical trial will also include a futility analysis that would be conducted after the first approximately 400 patients have completed 18 months of treatment and have received a second liver biopsy. The futility analysis will provide a perfunctory review indicating if an early treatment effect with tesamorelin has been observed and will determine if the study should proceed as planned. Following a potential sBLA approval, Part 2 of the trial will continue to enroll an additional approximately 1,800 patients (3:1, tesamorelin:placebo) to continue to measure clinical outcomes over a period of five years. A total of approximately 2,900 patients are expected to be enrolled.

In July 2021, after completion of our discussions with both the FDA and EMA with respect to this trial, we announced that the final Phase 3 clinical trial design would result in higher costs than what we had expected and, as a result, we were assessing our options to best execute this program, including seeking a potential partner.

In order to de-risk the Phase 3 trial, in February 2022, the Company submitted an amended protocol to the FDA resulting in the FDA providing us with a list of questions and comments on this amended protocol. We have voluntarily decided not to respond to those questions and comments in order to address these with any potential partner we may find to optimize the design, if deemed relevant. The amended protocol includes a Phase 2b/3 seamless study design where the first 350 or so patients' data will be analyzed by a data monitoring committee to assess the efficacy of tesamorelin on a smaller subset of patients. The amended protocol would allow us to generate hard endpoint data on NAS score and fibrosis. A decision would then be made whether to continue the study until the full number of patients (1,094) have completed 18 months of treatment. These amendments would not change the total number of patients required to seek accelerated approval of tesamorelin for the treatment of NASH, but it would inform the continuation of enrollment while providing an indication of benefit to patients.

Currently, we continue to pursue potential NASH partners in the marketplace. We continue to maintain that the further development of tesamorelin allows the Company to keep its positioning as one of the few options for drug developers to immediately partner with a company in order to launch a Phase 2b/3 NASH clinical trial.

Oncology

SORT1+ Technology™ Platform

SORT1+ Technology™ is the name we gave our platform that provides for the development of new proprietary peptides for cancer drug development targeting SORT1 receptors. SORT1 is a receptor that plays a significant role in protein internalization, sorting and trafficking. It is highly expressed in cancer cells compared to healthy tissue making it an attractive target for cancer drug development. Expression has been demonstrated in, but not limited to, ovarian, triple-negative breast, endometrial, skin, small cell and non-small cell lung, colorectal and pancreatic cancers. Expression of SORT1 is associated with aggressive disease, poor prognosis and decreased survival. Preliminary assessments have demonstrated that the SORT1 receptor is expressed in 40% to 90% of cases of endometrial, ovarian, colorectal, triple-negative breast and pancreatic cancers.

The Corporation's PDC generated through the SORT1+ Technology™ demonstrate distinct pharmacodynamic and pharmacokinetic properties that differentiate them from traditional chemotherapy. In contrast to traditional chemotherapy, our proprietary PDCs are designed to enable selective delivery of certain anti-cancer drugs within the tumor microenvironment, and more importantly, directly inside SORT1 cancer cells. Commercially available anticancer drugs, like docetaxel, doxorubicin, SN38 or tyrosine kinase inhibitors are conjugated to our peptide to specifically target SORT1 receptors. This could potentially improve the efficacy and safety of those agents.

In preclinical data, the Corporation's lead investigational PDC, sudocetaxel zendusortide, derived from our SORT1+ Technology™, has shown to improve anti-tumor activity and reduce neutropenia and systemic toxicity compared to traditional chemotherapy. Additionally, in preclinical models, sudocetaxel zendusortide has shown to bypass the multidrug resistance protein 1 (MDR1; also known as P-glycoprotein) and inhibit the formation of vasculogenic mimicry - two key resistance mechanisms to chemotherapy treatment. Sudocetaxel zendusortide combines our proprietary peptide and the cytotoxic drug, docetaxel.

We acquired the SORT1+ Technology™ platform following the acquisition of all of the issued and outstanding shares of Katana BioPharma Inc. ("Katana") on February 25, 2019 ("Katana Agreement"). Katana had the exclusive worldwide rights, through a royalty-bearing licence agreement entered into with Transfert Plus, LP ("Transfert Plus"), to a technology platform using peptides as a vehicle to specifically deliver cytotoxic agents to sortilin receptors, which are overexpressed on cancer cells ("Transfert Plus License Agreement"). Katana has since been wound up into Theratechnologies and we became a party to the Transfer Plus License Agreement. See "Item 10C – Material Contracts – Katana Agreement" of this Annual Report and Note 13 of the Audited Financial Statements for information regarding the Katana Agreement and "Item 10C – Material Contracts – Transfert Plus License Agreement" of this Annual Report and Note 13 of the Audited Financial Statements for information regarding the Transfert Plus License Agreement.

We are no longer conducting research and development work on TH1904, one of our other investigational PDCs. However, we continue the conduct of research and development activities on other PDCs.

Sudocetaxel Zendusortide Phase 1 Clinical Trial

In March 2021, we initiated a Phase 1 clinical trial evaluating sudocetaxel zendusortide for the treatment of cancers where the sortilin receptor is expressed. The Phase 1 clinical trial design included a Part A dose escalation study to evaluate the safety, pharmacokinetics, maximum tolerated dose ("MTD") and preliminary anti-tumor activity of sudocetaxel zendusortide administered once every three weeks in patients with advanced solid tumors refractory to available anti- cancer therapies. Part B of the Phase 1 clinical trial, also known as the "basket trial" initially consisted in recruiting a total of approximately 70 patients to study the safety and tolerability of sudocetaxel zendusortide in the following various solid tumor types, including HR+ breast cancer, triple negative breast cancer, ovarian cancer, endometrial cancer, melanoma, thyroid cancer, small cell lung cancer, and prostate cancer. As per the study protocol, the MTD is established once a significant adverse event is observed in two or more patients.

Part A of the Phase 1 clinical trial was completed in the summer of 2022. We then reported that a total of 18 heavily pre-treated patients, who received an average of eight prior cancer treatments, were enrolled in the dose escalation portion of the study. Following the safety observations at 420 mg/m2 including grade 3 neuropathy, grade 4 neutropenia, grade 3 ocular changes (visual acuity, keratitis and ocular surface dryness) and grade 2 skin toxicities (rash, pruritis and inflammation), the dose of sudocetaxel zendusortide was decreased to 300 mg/m2 for the next dose level and was expanded to a total of six patients. No dose limiting toxicity ("DLT") were observed during the first cycle, therefore, the dose of 300 mg/m2 was selected for continuation of the basket trial.

In addition, we reported that 300 mg/m^2 appeared to be a well-tolerated dose level. We further reported the observation of signs of efficacy in three heavily pretreated patients.

In Part 2 of the Phase 1 clinical trial (basket expansion), the 300mg/m2 dose (given every 3 weeks) was further explored and we enrolled an additional 18 patients. In December 2022, after consulting with our investigators, we decided to voluntarily pause the enrollment of patients and revisit the study design of our clinical trial studying sudocetaxel zendusortide in various types of cancer. The efficacy results observed were not convincing enough to pursue the further enrollment of patients at this dose level and did not outweigh the adverse events seen in some patients.

Following the voluntary pause, the Company formed a Scientific Advisory Committee to help determine the best developmental path forward for sudocetaxel zendusortide which led to the filing of an amended protocol with the FDA.

On June 2, 2023, we announced the FDA's agreement to our amended Phase 1 trial protocol for sudocetaxel zendusortide following the submission of such amended protocol. The amended protocol is designed to improve the therapeutic window of sudocetaxel zendusortide and extend its duration of therapy. The amended protocol includes a change in the frequency of administration to weekly dosing and a narrowing of the patient population to focus on those with high-grade serous ovarian cancer, including high-grade peritoneal or fallopian tube cancer, or high-grade endometrioid cancer - a population in which preliminary efficacy has been observed thus far and has known high SORT1 expression. Patient selection has also been refined to focus on those who are less heavily pretreated, with no more than one taxane failure and a maximum of eight prior cancer treatment regimens.

The amended protocol is a modified 6+6 design with two different dosing regimens that are within the efficacious range for sudocetaxel zendusortide: 1.75 mg/kg on days 1, 8, and 15 of a 28-day cycle (similar to 210 mg/m^2 every 3 weeks) and 2.5 mg/kg on the same schedule (similar to 300 mg/m^2 every 3 weeks). A minimum of six patients will be enrolled at the 1.75 mg/kg dose followed by an observational period of three months to assess DLT. If deemed safe (0 or 1 DLT), the trial will enroll an additional six patients at the 2.5 mg/kg dose. Following a second three-month observational period, four more patients will be enrolled at the higher dose, for a total of 16 patients in Part 3 of the trial. The amended protocol also includes an option for a basket expansion stage that will comprise patients with selected, difficult-to-treat tumor types in which sudocetaxel zendusortide has shown activity.

To date, all six patients forming part of the first cohort of patients to receive sudocetaxel zendusortide have been enrolled.

Consistent with the Company's objective of generating positive Adjusted EBITDA, the Company has announced that any new investments in the research and development activities pertaining to its SORT1+ Technology™, including the conduct of its Phase 1 clinical trial would be stage-gated and the Company has allocated a budget of approximately $4.8 million to carry out research and development activities in the field of oncology for the fiscal year 2024. In addition, Theratechnologies is currently reaching out to pharmaceutical companies to pursue the development of sudocetaxel zendusortide once the Phase 1 clinical trial will have been completed.

Since announcing our decision to voluntarily pause the enrollment of patients in our Phase 1 clinical trial studying sudocetaxel zendusortide in various types of cancer, partnership discussions in Greater China regarding the development and commercialization of sudocetaxel zendusortide have been paused as well.

Markets

EGRIFTA SV®

EGRIFTA SV® is solely commercialized in the United States and almost all of the Company's revenues are generated from one customer, McKesson (as defined below). Total revenues generated by the Company for the sale of *EGRIFTA SV®* in the United States amounted to $53.7 million, $50.4 million and $43.0 million for each of the fiscal years ended November 30, 2023, 2022, and 2021, respectively. Prior to November 2019, the date on which *EGRIFTA SV®* became commercially available in the United States, *EGRIFTA®* was also commercialized in the United States and Canada. However, *EGRIFTA®* is no longer offered for sale in the United States since being replaced by *EGRIFTA SV®* in the 2020 fiscal year. We also discontinued the sale of *EGRIFTA®* in Canada in October 2022.

In November 2022, we entered into an agreement with foreign distributors providing them with the exclusive right to distribute *EGRIFTA SV®* under named patient programs only in various countries based in the regions of Latin America, Middle East, North Africa and Turkey and Central and Eastern Europe. This agreement has a five-year term. The exclusive distributors have no minimum purchase obligations but have to buy and pay *EGRIFTA SV®* in U.S. denominated dollars at a discount to the current list price in the United States or at a discount to the price at which they are entitled to sell it in a country under the named patient program of such country. This agreement contains restrictive covenants regarding the sale of competitive products to *EGRIFTA SV®*. In July 2023, we also entered into an agreement with a foreign distributor providing it with the exclusive right to distribute *EGRIFTA SV®* under named patient programs in various countries based in Western Europe, Nordic Region and the United Kingdom.

Trogarzo®

Since the last fiscal year, Trogarzo® is solely commercialized in the United States. For the fiscal years ended on November 30, 2022 and 2021, Trogarzo® was also commercialized in certain European countries. Total revenues generated by the Company from the sale of Trogarzo® in the United States amounted to $28.0 million, $29.6 million and $26.8 million for each of the fiscal years ended November 30, 2023, 2022 and 2021, respectively. Revenues generated from the sale of Trogarzo® in certain European countries for the fiscal years ended November 30, 2022 and 2021 amounted to $1.3 million and $1.5 million, respectively.

In Canada, we are responsible, but under no obligation, to seek the approval of Trogarzo® from Health Canada. No filing seeking the approval of Trogarzo® has been made in Canada and to date, it is unlikely that a filing seeking the approval of Trogarzo® in Canada will be made.

Prior to December 15, 2022, the TaiMed Agreement provided us with the exclusive rights to commercialize Trogarzo® in the European Union countries and in certain additional European countries ("European Territory"). Trogarzo® was then commercially available in the European Territory through our European subsidiary, Theratechnologies Europe Limited, until December 15, 2022, the effective date on which all of our commercialization rights to Trogarzo® were returned to TaiMed under the TaiMed Agreement. Since our decision to return to TaiMed our commercial rights to Trogarzo® in the European Territory, we have ceased all activities related to the commercialization of this product in the various European countries in which such activities were ongoing. The EMA has since withdrawn the marketing approval of Trogarzo® in Europe.

Seasonality

As a specialized biopharmaceutical company, the Company views none of its commercial and research and development activities as subject to seasonal variations.

Manufacturing

Today, we are not aware of material sourcing issues or pricing volatility of raw materials, however, we no longer have a long-term supply agreement for SWI for *EGRIFTA SV®*. See "Item 3D – Risk Factors – Risks Related to the Commercialization of Our Products".

EGRIFTA SV®

We do not own or operate manufacturing facilities for the production of *EGRIFTA SV®* and tesamorelin, nor do we have plans to develop our own manufacturing operations in the foreseeable future. We currently rely on third-party service providers, i.e. Bachem and Jubilant to manufacture and supply all of our required raw materials, drug substance and drug product for sales of *EGRIFTA SV®*. We will rely on LSNE for the manufacture of the F8 Formulation if and when approved.

Active Pharmaceutical Ingredient

On July 31st, 2023, we signed a manufacturing and supply agreement with Bachem ("Bachem Agreement") relating to the manufacture and supply of the active pharmaceutical ingredient of tesamorelin ("API") for *EGRIFTA SV®*. Bachem is our only approved manufacturer for the API to date.

Finished Product

We have an agreement with Jubilant providing for the manufacture and supply of the finished form of *EGRIFTA SV®* for commercial sale in the United States and for tesamorelin in connection with clinical trials ("Jubilant Agreement"). Under the Jubilant Agreement, Jubilant must fill vials with tesamorelin, lyophilize it, label and package those vials and deliver them to locations in accordance with our instructions.

We have an agreement with LSNE, providing for the manufacturing and commercial supply of the F8 Formulation with an effective date of May 11, 2020.

The Corporation also provides patients with the administration boxes which include the necessary supplies to administer the product. These administration boxes are comprised of alcohol swabs, syringes, needles and water for injection. The packaging of these administration boxes for EGRIFTA SV® is done through Sharp Packaging Services, LLC ("Sharp") and will be done through Almac Pharma Services LLC ("Almac") for the F8 Formulation if and when approved.

Trogarzo®

TaiMed is our sole supplier of Trogarzo®. TaiMed does not currently own or operate any manufacturing facilities for the production of Trogarzo® and has subcontracted the manufacture of Trogarzo® to WuXi in China, and to Samsung, in South Korea.

Sudocetaxel Zendusortide

Active Pharmaceutical Ingredient

We do not own or operate manufacturing facilities for the production of sudocetaxel zendusortide nor do we have plans to develop our own manufacturing operations in the foreseeable future. We currently have an agreement with STA Pharmaceutical Hong Kong Limited ("STA") providing for the manufacture of our peptide (TH19P01) and to produce sudocetaxel zendusortide.

Finished Product

We rely on Piramal Pharma Solutions, Inc. ("Piramal") to manufacture the finished form of sudocetaxel zendusortide as vials of sterile solution for injection. The vials are then shipped to Sharp Clinical Services, LLC, with whom we have an agreement for the labelling and packaging of the vials for clinical trials.

Distribution Channels

EGRIFTA SV®

In connection with the commercialization of our products in the United States, we have entered into various agreements with third-party service providers to distribute our products to patients. The distribution of *EGRIFTA SV®* is tightly controlled and is only available through certain selected pharmacies. Below is a summary of our agreements entered into with our third-party service providers forming part of the supply chain of *EGRIFTA SV®*.

Logistics Service Provider and Distributor

On November 1, 2017, we entered into an amended and restated master services agreement with RxC Acquisition Company, LLC, doing business as RxCrossroads by McKesson and subsequently assigned to McKesson Specialty Care Distribution LLC ("McKesson") along with two amended and restated statements of work (collectively, "McKesson Agreement"). Under the terms of the McKesson Agreement, McKesson acts as our exclusive third-party logistics service provider for all of our products in the United States and as such, provides us with warehousing and logistical support services, including inventory control, account management, customers support, product return management and fulfillment of orders.

Under the McKesson Agreement, McKesson also acts as our exclusive third-party distributor of our products in the United States. In such role, McKesson purchases products from us and takes title thereto. McKesson's purchases of our products are triggered by its expectations of market demand over a certain period of time. McKesson fulfills orders received from authorized wholesalers and certain authorized specialty pharmacies and, with respect to *EGRIFTA SV®*, delivers it directly to that authorized wholesaler's client, namely a specialty pharmacy forming part of our network of specialty pharmacies, or directly to those authorized specialty pharmacies.

Wholesalers

Our supply chain of *EGRIFTA SV®* in the United States is comprised of a limited number of wholesalers through which specialty pharmacies we have contracted with can order *EGRIFTA SV®*. These wholesalers accept purchase orders from those specialty pharmacies, purchase *EGRIFTA SV®* from McKesson, and resell this product to these specialty pharmacies. Our wholesalers do not handle the physical delivery of *EGRIFTA SV®*. The shipping and delivery of *EGRIFTA SV®* to those specialty pharmacies is handled by McKesson.

Specialty Pharmacies

We have entered into agreements with various specialty pharmacies across the United States providing them with the right to order *EGRIFTA SV®* from our authorized wholesalers and distribute *EGRIFTA SV®* to patients in the United States through their networks of local pharmacies. In addition, a limited number of those specialty pharmacies are authorized to purchase *EGRIFTA SV®* directly from McKesson for their own retail specialty pharmacy stores.

Trogarzo®

Logistics Service Provider and Distributor

McKesson also acts as our exclusive third-party logistics service provider and exclusive third-party distributor for Trogarzo® in the United States under the McKesson Agreements. Orders for Trogarzo® are made directly by a limited number of specialty pharmacies and specialty distributors and delivery of Trogarzo® is made directly to those specialty pharmacies and specialty distributors by McKesson.

Specialty Pharmacies and Distributors

We have entered into agreements with specialty pharmacies, specialty distributors, and infusion therapy providers that have a large U.S. network capable of handling drug products whose administration is made intravenously. These specialty pharmacies and specialty distributors have the capacity to deliver Trogarzo® to patients, physicians or infusion centers. Each of those specialty pharmacies and specialty distributors purchase Trogarzo® from McKesson and deliver it to infusion centers, physicians or patients for home-infusion. Specialty pharmacies and specialty distributors may not purchase Trogarzo from our wholesalers. Patients are administered Trogarzo® at infusion centers, at physicians' offices or at home with the assistance of nurses.

Marketing

Our marketing and sales activities in the United States for *EGRIFTA SV*® and Trogarzo® are conducted from our head office in Montreal, Québec, Canada. We have also retained the services of Syneos Health ("Syneos"), a third party service provider, to assist us with market access and reimbursement activities in the United States. The market access and reimbursement teams provided by Syneos are solely dedicated to our products. Syneos is a recognized provider of services around the globe. We have renewed our agreement with Syneos and we entered into an amendment to our amended and restated master service agreement in this respect effective as of December 1, 2021 ("Syneos Agreement") pursuant to which Syneos will continue providing us with certain services in connection with the commercialization of *EGRIFTA SV*® and Trogarzo® in the United States until November 30, 2024.

We have contracted with Asembia, LLC ("Asembia") for the provision of services related, amongst other things, to a call center. The call center, THERA Patient Support®, guides physicians and patients through the process of initiating treatment under reimbursement. This process, which can be complex and time-consuming, begins with a referral and concludes with the final reimbursement decision. THERA Patient Support® also helps patients adhering to their treatment and answering questions about our products.

Intellectual Property

We recognize the significance of safeguarding our business through the protection of patents and trade secrets. Our prosperity is contingent, in part, on our capacity to secure robust patents, maintain the confidentiality of trade secrets, and operate without violating the proprietary rights of others. The success of products integrating our technologies may hinge, to some extent, on our ability to secure effective patent protection.

Our intellectual property practice is to keep all information relating to proprietary compounds, inventions, improvements, trade secrets, know-how and continuing technological innovation confidential and, where practicable, file patent and trademark applications. In particular, as part of our intellectual property protection practice, we:

- where practicable, file patent applications for any new and patentable invention, development or improvement in the United States and in other countries where we deem patent protection to be of value;
- prosecute all pending patent applications in conformity with applicable patent laws and in a manner that efficiently covers our activities;
- file trademark applications in countries of interest for our trademarks;
- register domain names whose addresses include our trademark names; and
- maintain our intellectual property rights by paying government fees as may be necessary to ensure such rights remain in force.

The Company relies on multiple patents related to tesamorelin, the active ingredient of *EGRIFTA SV*® in the United States and in other countries. For instance, the F8 Formulation is patent protected in the United States until 2033. We also have additional patents in the United States covering tesamorelin for the treatment of NASH scheduled to expire in 2040. Moreover, our PDCs stemming from our licensed SORT1+ Technology™ platform are also patent protected in the United States and other countries and patent applications are pending in various countries.

Moreover, the Company depends on trade secrets and know-how to sustain our competitive standing. The management of the disclosure and utilization of our know-how and confidential information is governed by agreements with the relevant parties.

Apart from the patents and trade secrets, the Company relies on specific licensing agreements which are essential to maintain our commercial and R&D activities, namely:

- The distribution and marketing agreement with TaiMed granting the Company the exclusive right to market Trogarzo® in Canada and in the United States.

- The licensing agreement with Katana granting the Company a worldwide exclusive license to use and develop the SORT1+ Technology™ Platform.

- The licensing agreement with the Massachusetts General Hospital ("MGH") for the development of tesamorelin for the potential treatment of NASH in the general population.

Competition

EGRIFTA SV®

We are not aware of other GRF products indicated for the reduction of excess abdominal fat in HIV-infected patients with lipodystrophy being commercialized. However, we are aware that we face indirect competition for *EGRIFTA SV®* from other drugs, such as human growth-hormone, testosterone, insulin sensitizing agents, GLP-1 receptor agonists and sermorelin that may be prescribed by physicians. To our knowledge, the use of these other drugs for the reduction of excess abdominal fat in HIV-infected adult patients with lipodystrophy has not been proven nor approved by the FDA. Other approaches to reduce excess abdominal fat include coping mechanisms such as lifestyle modification (diet and exercise), switching ARV therapy, or liposuction.

Trogarzo®

Fostemsavir and Lenacapavir are direct competitors to Trogarzo®. Contrary to Fostemsavir which is administered orally twice per day, Trogarzo® is a long-acting ARV that only needs to be administered intravenously every two weeks. Like Fostemsavir, Lenacapavir's indication for use targets the same patient population as that of Trogarzo®. Lenacapavir is administrated subcutaneously once every six months. In addition, we are aware of other agents including, but not limited to, dolutegravir and darunavir, that are either indicated or commonly used in combination in regimens for the treatment of heavily treatment-experienced patients with MDR HIV-1.

Tesamorelin for the Treatment of NASH in the General Population

There exists no approved medicine for the treatment of NASH. However, there are various compounds currently being studied for the treatment of this disease, some of which are already in Phase 3 clinical trials. These compounds have different mechanisms of action to treat different aspect of the disease, either fat accumulation or inflammation. Tesamorelin has a unique mechanism of action targeting liver fat. However, it has been shown that tesamorelin also improved inflammatory markers. Tesamorelin also benefits from a good safety profile based on more than ten (10) years of use. The development of tesamorelin for the treatment of NASH, if successful, may compete with many potential other drugs for this patient population and we expect strong competition among those companies that will have succeeded in developing and commercializing a medicine for this disease.

SORT1+ Technology™ Platform in Oncology

The development of novel treatments in oncology is competitive. Many companies are investing in the development of innovative cancer treatments or in finding a cure for cancer. Most of those companies have significant means and scientific experience. Some of those companies are at more advanced development stage of their drugs than us. In addition, there exists many drug candidates, such as antibody drug conjugates aimed at a variety of potential targets: some treatment will aim at focusing on one particular cancer type whereas others, like our PDCs, could be used in various types of cancers. Our Phase 1 clinical trial studying sudocetaxel zendusortide in various types of cancer was voluntarily paused and was resumed in June 2023 for the potential treatment of ovarian cancer. Even if successful, by the time we enter the market, there may be approved medicines that would directly compete with sudocetaxel zendusortide or any other PDCs we may develop.

Government Regulations

The text below explains some of the most important features of government regulations that we must follow in connection with the commercialization of *EGRIFTA SV*® and Trogarzo® in the United States.

Sales and Marketing Regulation - United States

We are subject to various United States requirements relating to the sales and marketing of *EGRIFTA SV*® and Trogarzo® in the United States. The FDA regulates all advertising and promotional activities for prescription drug products under its jurisdiction both prior to and after approval. *EGRIFTA SV*® and Trogarzo® may be promoted only for their approved indications and in accordance with the provisions of their approved label. Any promotional claims regarding an approved drug must be accurate, not misleading and contain a fair balance of risk and benefit information. The FDA, as well as other government authorities, actively enforces the laws and regulations prohibiting the promotion of inaccurate, misleading or inadequately balanced product claims and the promotion of product for unapproved (i.e., off-label) uses. If we are found to have improperly promoted a prescription drug, we may be subject to significant sanctions. Failure to comply with applicable FDA requirements may subject us to adverse publicity, enforcement action by the FDA, corrective advertising, and the full range of civil and criminal penalties available to the FDA.

The FDA does not regulate the practice of medicine by physicians in their choice of treatment and prescribing decisions.

The marketing of *EGRIFTA SV*® and Trogarzo® within the United States may also be subject to various federal and state laws pertaining to health care "fraud and abuse," including but not limited to the federal Anti-kickback Statute, Civil Monetary Penalties Law, and False Claims Act and analogous state laws. The federal Anti-kickback Statute prohibits a person from knowingly and willfully offering, soliciting or receiving any remuneration, directly or indirectly, overtly or covertly, in cash or in kind, in return for or to induce referring or recommending an individual to another person to receive items or services or to purchase, lease, order, or arrange for any good, facility, item or service payable in whole or in part under a Federal health care program. The Civil Monetary Penalties Law prohibits, among other things, a person from offering or transferring of remuneration to a Medicare or Medicaid beneficiary that the person knows or should know is likely to influence the beneficiary's selection of a particular supplier of Medicare or Medicaid payable items or services. Sanctions under these laws include civil monetary penalties, imposition of a corporate integrity agreement, exclusion from U.S. federal and state healthcare programs (i.e., those programs will not provide reimbursement or payment coverage for *EGRIFTA SV*® and/or Trogarzo®), and criminal penalties, including imprisonment; further, an alleged violation of the Anti-kickback Statute could be used as a basis for a federal or state false claims law challenge. The federal False Claims Act imposes liability on any person or entity that, among other things, knowingly presents, or causes to be presented, a false or fraudulent claim for payment by a federal health care program, knowingly makes, uses or causes to be made or used, a false record or statement material to a false or fraudulent claim, or knowingly makes a false statement to avoid, decrease or conceal an obligation to pay money to the U.S. federal government. Generally, claims for drugs prescribed for off-label uses may be considered to be "false claims." Sanctions under false claims laws include significant civil monetary penalties. In addition, there is ability for private individuals to bring similar actions.

In addition, several states require that companies implement compliance programs or comply with industry ethics codes, adopt marketing spending limits, and report to state governments any gifts, compensation, and other remuneration provided to certain healthcare professionals. Also, the federal Physician Payments Sunshine Act, also known as the Open Payments Act, requires certain manufacturers of drugs, medical devices, biologics and medical supplies that are reimbursable under Medicare, Medicaid or Children's Health Insurance Program to record and disclose to the federal government certain transfers of value to physicians and teaching hospitals and ownership and investment interests held by physicians and their immediate family members. Any activities relating to the sale and marketing of *EGRIFTA SV*® and Trogarzo® may be subject to scrutiny under these laws. Failure to make these required reports or comply with these laws can result in civil monetary penalties and/or other sanctions. If the government were to allege or convict us of violating these laws, our business could be harmed. There are a number of states that have similar reporting and disclosure requirements, and failure to comply with these laws could have adverse consequences.

Privacy

In Québec, Canada, privacy is governed by an Act Respecting the Protection of Personal Information in the Private Sector ("Québec Privacy Law"). The Québec Privacy Law was enacted in September 2021 and takes effect over a three (3) year period between 2021 and 2024. The Québec Privacy Law modernized the obligations of Québec-based companies in dealing with the protection of personal information with respect, among other things, to the collection, holding, use and communication of personal information to third parties. The Québec Privacy Law requires Québec-based companies to appoint a privacy officer, the individual responsible to ensure compliance with the Québec Privacy Law, to establish and implement policies on various aspects covered by the Québec Privacy Law and imposes substantial fines and penalties on companies violating the Québec Privacy Law.

In 2023, privacy law continued to evolve in the U.S., mainly at the state level. The California Privacy Rights Act ("CPRA") amended the California Consumer Privacy Act ("CCPA") in California, while similar comprehensive consumer privacy laws took effect in four other states—Virginia, Colorado, Connecticut, and Utah. An additional seven states enacted omnibus privacy laws that will take effect at various points over the next few years. Some of these state laws require opt-in consent to process sensitive personal data, including health data. In addition, three states—Washington, Nevada, and Connecticut—passed laws specifically regulating consumer health data, with the intention of regulating data that is not otherwise regulated by the Health Insurance Portability Act of 1996 ("HIPAA"). The Federal Trade Commission also ramped up its enforcement of the Health Breach Notification Rule ("HBNR"), asserting that unauthorized disclosures of personal health information for advertising purposes violate the HBNR.

On the security side, new Security and Exchange Commission ("SEC") regulations took effect requiring publicly traded companies to report material cybersecurity incidents within 4 days of determining the incident was material, and on annual reports.

Good Manufacturing Practices

Drug products must be manufactured and packaged in accordance, among other things, with GMP and both Bachem and Jubilant, the contract manufacturers of *EGRIFTA SV*®, as well as WuXi and Samsung, the manufacturer of Trogarzo®, must adhere to GMPs in connection with the manufacture, labeling, packaging, and any other quality-related functions for these products. If a company wants to make certain changes in its manufacturing equipment, location or process, FDA regulatory review and approval may be required. The FDA often conducts audits of manufacturing sites to ensure that manufacturers comply with quality-related requirements and GMPs. If, as a result of these inspections, it is determined that a manufacturer's equipment, facilities or processes do not comply with the regulations and conditions of product approval, the FDA may issue an FDA-483 list of observations or seek civil, criminal or administrative sanctions and/or remedies against the manufacturer, including seeking corrective action, or requiring suspension of manufacturing operations, which would delay the product and sale of our products.

Good Clinical Practices

The FDA promulgates regulations and standards, commonly referred to as good clinical practices, ("GCPs'), for designing, conducting, monitoring, auditing and reporting the results of clinical trials to ensure that the data and results are accurate and that the trial participants are adequately protected. Our research and development activities are subject to GCPs. The FDA enforces GCPs through periodic inspections of trial sponsors, principal investigators and trial sites. If study sites fail to comply with applicable GCPs or other applicable requirements, such as informed consent or Institutional Review Board oversight, the clinical data generated in clinical trials may be deemed unreliable and the FDA may require a sponsor to redo its studies or even stop a study. Where patient safety is at risk, the FDA could impose a clinical hold.

FDA Authorization of State Importation Program

FDA authorized its first section 804 importation program, a program allowing Florida to import certain prescription products from Canada. Section 804 (21 U.S.C. § 384) of the FFDCA provides a pathway for states and Indian tribes to allow importation of certain prescription drugs from Canada. Programs under this pathway must significantly reduce the cost of these drugs to the American consumer, without imposing additional risk to public health and safety. As the first program of its kind, we have yet to see how it will be implemented and what specific products will be imported. There is much opposition from industry regarding this program, but if Florida can execute it as planned, it may signal a trend in the US.

Industry is still waiting to understand the practical implications of this program, and what implications this may have on state pharmaceutical industries.

Pharmaceutical Pricing and Reimbursement

In the United States and in other countries, sales of *EGRIFTA SV*® and Trogarzo® will depend in large part on the availability of reimbursement from third-party payors. These payors include both government (such as Federal Medicare and State Medicaid, AIDS Drug Assistance Programs and special needs plans in the United States) and privately managed care organizations as well as pharmacy benefit managers.

These third-party payors are increasingly challenging the price and examining the cost-effectiveness of medical products and services. In addition, significant uncertainty exists as to the reimbursement status of newly approved healthcare products. We may need to conduct expensive pharmacoeconomic studies in order to demonstrate the cost-effectiveness of *EGRIFTA SV*® and Trogarzo®. *EGRIFTA SV*® and/or Trogarzo® may not be considered cost- effective. It is time consuming and expensive for us, and our commercial partners, to seek reimbursement from third-party payors. Reimbursement may not be available or sufficient to allow us, or our commercial partners, to sell *EGRIFTA SV*® and/or Trogarzo® on a competitive and profitable basis.

United States

The U.S. Congress, state legislatures, and federal and state agencies from time to time propose and adopt initiatives aimed at cost containment, which could impact our ability to sell our drug products profitably. For example, in March 2010, the Patient Protection and Affordable Care Act, and the associated reconciliation bill, which we refer to collectively as the Health Care Reform Law was enacted, and was a sweeping law intended to broaden access to health insurance, reduce or constrain the growth of healthcare spending, enhance remedies against fraud and abuse, add new transparency requirements (inclusive of price increases) for healthcare and health insurance industries, impose new taxes and fees on the health industry and impose additional health policy reforms. Effective October 1, 2010, the Health Care Reform Law revised the definition of "average manufacturer price" for reporting purposes, which could increase the amount of all Medicaid drug rebates. On January 21, 2016, the Centers for Medicare and Medicaid Services ("CMS"), finalized a rule detailing reforms to the rebate and reimbursement systems for Medicaid prescription drugs. This final rule was intended to save taxpayers billions and ultimately improve beneficiary access to prescription drugs. The final rule allowed manufacturers to recalculate the baseline "average manufacturer price" and includes U.S. territories in the calculation of "average manufacturer price" and "best price" effective April 1, 2017. Further, the new law imposed a significant annual fee on companies that manufacture or import certain branded prescription drug products and biologic agents. On December 31, 2020, CMS issued a final rule to support state flexibility to enter into value-based purchasing arrangements ("VBPs"), with manufacturers for prescription drugs and to provide manufacturers with regulatory support to enter into VBPs with payers, including Medicaid. This final rule is intended in part to further value-based payment arrangements. Implementation of certain aspects of this final rule were delayed until July 1, 2022. Substantial new provisions affecting compliance also have been enacted, which may require us to modify our business practices with healthcare practitioners, and also may increase our regulatory burdens and operating costs.

The U.S. Medicare program provides payment for many pharmaceuticals under the Medicare Part D program. Under Part D, Medicare beneficiaries may enroll in prescription drug plans offered by private entities which will provide coverage of outpatient prescription drugs. Part D plans include both standalone prescription drug benefit plans and prescription drug coverage as a supplement to Medicare Advantage plans. Part D coverage is not standardized. Part D prescription drug plan sponsors are not required to pay for all covered Part D drugs, and each drug plan can develop its own drug formulary that identifies which drugs it will cover and at what tier or level. However, Part D prescription drug formularies must include drugs within each therapeutic category and class of covered Part D drugs, though not necessarily all the drugs in each category or class. Any formulary used by a Part D prescription drug plan must be developed and reviewed by a pharmacy and therapeutic committee.

Under Part D, government payment for some of the costs of prescription drugs may increase demand for products for which we receive marketing approval. However, any negotiated prices for our products covered by a Part D prescription drug plan will likely be lower than the prices we might otherwise obtain. Moreover, while Part D applies only to drug benefits for Medicare beneficiaries, state Medicaid programs and private payors may follow Medicare coverage policy limitations in setting their own payment rates. Any reduction in payment that results under Part D may influence decision-making and negotiations for payments from non-governmental payors. Payors are, however, forbidden to negotiate both commercial and Part D agreements together. Negotiations must be kept separate.

The cost of pharmaceuticals continues to generate substantial governmental and third-party private payor interest. We expect that the pharmaceutical industry will experience pricing pressures due to the trend toward managed healthcare, particularly towards specialty pharmacy, the increasing influence of managed care organizations, and additional legislative proposals. For example, CMS issued an interim final rule on November 27, 2020 designed to test whether a Most-Favored-Nation model will help control growth in spending for Medicare Part B drugs without adversely affecting quality of care. This followed an Executive Order issued in September 2020 that directed the Secretary of the U.S. Department of Health and Human Services ("DHHS") to implement new payment models under the Medicare Part B and Part D programs to curb "unfair" and high drug prices in the United States. Implementation of this interim final rule was blocked by a temporary restraining order and preliminary injunctions through various court actions, and on December 29, 2021, CMS formally rescinded the interim final rule, effective February 28, 2022. Nonetheless, we expect that there will continue to be a number of U.S. federal and state proposals to implement governmental pricing controls and limit the growth of healthcare costs, including the cost of prescription drugs.

Since its enactment, there have been judicial and Congressional challenges to certain aspects of the Health Care Reform Law. The Health Care Reform Law may be modified, amended or repealed at any time and may or may not be replaced with a different law or health care payment system. We are unable to predict the full impact of any such potential modification, amendment or repeal of the Health Care Reform Law.

The passage of the Inflation Reduction Act of 2022 ("IRA") further affects Medicare reimbursement. The IRA has three key elements reforming Medicare drug pricing policy. However, the implementation of certain elements of the IRA are still forthcoming, as outlined below, so the specific implications for pharmaceutical pricing and reimbursement are yet to be determined. Likewise, we are unable to predict potential modification, amendment, or repeal of the IRA, though some predict that challenges may be made to the IRA as different provisions are enacted.

As the first key element, the IRA created a Medicare drug price negotiation program enabling the Secretary of DHHS to negotiate the prices of certain costly, single-source drugs or biologics within the Medicare program. Certain drugs are excluded from this negotiation process, such as drugs that are less than 9 years, or biologics less than 13 years, from their FDA-approval or licensure date, and drugs with an orphan designation as their only FDA-approved indication. The first set of these negotiated prices will not take effect until 2026.

Second, the IRA requires drug manufacturers to pay rebates to the federal government for price increases above the rate of inflation for single-source drugs or biologics covered under Medicare Part B and most drugs under Medicare Part D, which already occurs under the Medicaid program. This inflation rebate provision for Medicare Part B took effect at the start of 2023, and such provision for Medicare Part D took effect in 2022 as the starting point for measuring drug price increases, with rebate payments required as of the beginning of 2023. DHHS will start to send rebate invoices to drug manufacturers in 2025.

Third, the IRA restructures the Medicare Part D benefit to limit patients' out-of-pocket costs and rebalance the bearing of risk for Part D plans and manufacturers. As of 2024, Medicare Part D plan buyers will no longer have to pay out-of-pocket costs for covered drugs once they reach the catastrophic coverage level (when the policyholder's out-of-pocket spending reaches $7,400). Other aspects of this provision will take effect in 2025.

The industry is still waiting to understand the full implications of these changes and the practical impact on pharmaceutical pricing and reimbursement.

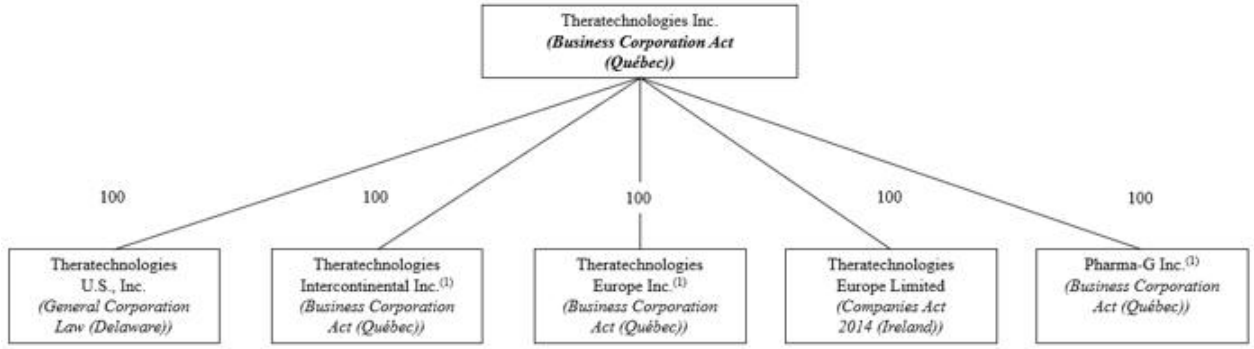
Also, the bipartisan Drug-Price Transparency for Consumers Act was introduced to Senate on April 20, 2023, and the House of Representatives on October 13, 2023 (S.1250 and H.R.5958, respectively) ("Act"). The Act is currently in committee. This Act would require that direct-to-consumer advertisements for drugs and biologicals include a disclosure of pricing information. The Act would apply to drugs and biologicals reimbursable under Medicare or Medicaid and for which direct-to-consumer advertisements are required to include information relating to side effects, contraindications, and effectiveness in accordance with section 202.1(e)(1) of title 21, Code of Federal Regulations. If passed, the Act would amend the Social Security Act to allow the Secretary of DHHS to require such advertisements to disclose the wholesale acquisition cost ("WAC") cost for a 30-day supply or typical course of treatment and clearly and conspicuously present such price information. If enacted, the Act contemplates that implementing regulations would include the visual and audio components required to communicate the WAC appropriately for the medium of the advertisement, the reasonable amount of time to update the advertisement to reflect any changes to WAC, and the way the manufacturer may include a statement explaining that certain consumers may pay a different amount depending on their insurance coverage.

C. *Organizational Structure*

As of November 30, 2023, Theratechnologies had the following five wholly owned subsidiaries with Theratechnologies U.S. Inc. being the only material subsidiary among Theratechnologies' affiliates:

- Theratechnologies U.S., Inc., a company governed by the DGCL. Theratechnologies U.S., Inc. assists Theratechnologies Inc. with its commercial activities in the United States;
- Theratechnologies Europe Limited, a company governed by the *Companies Act 2014* (Ireland). Theratechnologies Europe Limited assists Theratechnologies Inc. with its commercial activities in the United States;
- Theratechnologies Intercontinental Inc., a company governed by the QBCA. Theratechnologies Intercontinental Inc., formerly Theratechnologies ME Inc., used to control the worldwide rights to commercialize *EGRIFTA*®, except in the United States, Europe, Russia, South Korea, Taiwan, Thailand and certain central Asian countries, and Canada. Theratechnologies Intercontinental Inc. is no longer an active subsidiary;
- Theratechnologies Europe Inc., a company governed by the QBCA. Theratechnologies Europe Inc., formerly 9176-5057 Québec Inc., used to control the rights to commercialize *EGRIFTA*® in Europe, Russia, South Korea, Taiwan, Thailand and certain central Asian countries. Theratechnologies Europe Inc. is no longer an active subsidiary; and
- Pharma-G Inc., a company governed by the QBCA. Pharma-G Inc. is no longer an active subsidiary.

The following chart illustrates our current corporate structure.



(1) These are no longer active subsidiaries.

D. ***Property, plants and equipment***

Our head office and principal place of business is located at 2015 Peel Street, 11th Floor, Montreal, Québec, Canada H3A 1T8. We lease the entire 10th and 11th floors of the building for a total of 14,992 square feet. We lease additional office and R&D space as set forth in the table below:

Location	Use of Space	Square Footage	Type of Interest
7210 Frederick-Banting Suite 100, St-Laurent, Québec, Canada H4S 2A1	Occupied for R&D	9,394	Leasehold
2101 Jeanne-Mance, Montréal, Québec, Canada H2X 2J6.	Occupied for R&D	2,461	Leasehold
1st Floor, 12 Duke Lane Upper, Royal Hibernian Way, Dublin 2 Ireland D02 DX07.	Occupied for administration	1,652	Leasehold
101 Hudson Street, 21st Floor, Jersey City, New Jersey 07302	Occupied for administration	119	Leasehold

Item 4A. Unresolved Staff Comments

None

Item 5. Operating and Financial Review and Prospects

The following section is intended to help the reader understand the factors that have affected the Company's financial condition and results of operations for the historical period covered by the financial statements and management's assessment of factors and trends which are anticipated to have a material effect on the Company's financial condition and results in future periods. This section should be read in conjunction with, our audited annual consolidated financial statements and the notes thereto as at November 30, 2023 ("Audited Financial Statements') and the other financial information contained elsewhere in this document. See "Item 18 – Financial Statements".

A. ***Operating results.***

Fourth-Quarter and Fiscal 2023 Revenue Highlights

(in 000s of US$)	**Three-month periods ended November 30,**		**% change**	**Years ended November 30,**		**% change**
	2023	**2022**		**2023**	**2022**	
EGRIFTA SV® net sales	**16,958**	14,458	17.3%	**53,705**	50,454	6.4%
Trogarzo® net sales	**6,494**	6,963	(6.7%)	**28,059**	29,603	(5.2%)
Revenue	**$23,452**	$21,421	**9.5%**	**$81,764**	$80,057	2.1%

Fiscal Year 2023 Financial Results compared to Fiscal Year 2022 Financial Results

Revenue

Consolidated revenue for the fiscal year ended November 30, 2023 ("Fiscal 2023") was $81,764,000 compared to $80,057,000 for the same period last year, representing an increase of 2.1%.

For Fiscal 2023, sales of *EGRIFTA SV®* reached $53,705,000 compared to $50,454,000 for the same period last year representing growth of 6.4%. The increase in net sales of *EGRIFTA SV®* was mostly the result of a higher number of units sold compared to the previous year, as well as a higher net selling price. Overall growth of *EGRIFTA SV®* net sales was hampered in 2023 by draw downs in inventory at one of our large specialty pharmacies during the second quarter.

In Fiscal 2023, Trogarzo® net sales were $28,059,000 compared to $29,603,000 in the prior year, a decrease of 5.2%. Net sales of Trogarzo® were negatively affected in the second quarter of 2023 by two factors: (a) drawdowns in inventory at one of our large specialty pharmacies resulting from larger than necessary purchases in the latter part of calendar year 2022; and (b) further inventory drawdowns at another specialty pharmacy with which we renegotiated contract terms resulting in a lowering of their overall inventory levels. Net sales of Trogarzo® were also impacted by greater than anticipated rebates to government payers. The Trogarzo® net sales decrease is also attributable to a lesser degree to our decision to stop commercializing the product in Europe in the fiscal year ending November 30, 2022 ("Fiscal 2022"), resulting in a $975,000 decrease in Fiscal 2023.

Cost of Sales

For Fiscal 2023, cost of sales was $19,635,000 compared to $26,279,000 in the comparable period of Fiscal 2022. Cost of sales included cost of goods sold that amounted to $19,635,000 in Fiscal 2023 compared to $23,838,000 in Fiscal 2022. The decrease in cost of goods sold was mainly due to a number of factors occurring in Fiscal 2022 that did not reoccur in Fiscal 2023, namely: (1) a charge arising from the non-production of scheduled batches of *EGRIFTA SV*® that were cancelled due to the planned transition to the F8 Formulation in the amount of $1,788,000; and (2) a provision of $1,477,000 related to the write down of F8 Formulation for pre-commercial material which could expire prior to the launch of the F8 Formulation, if approved. Cost of goods sold for Fiscal 2023 also included other provisions totalling $220,000, related to the pending approval of the F8 Formulation (See Note 9 of the Audited Financial Statements).

In Fiscal 2022, cost of sales included an amortization charge of $2,441,000 in connection with the settlement of the future royalty obligation which has been accounted as "Other asset" on the consolidated statement of the financial position. The Other asset was fully amortized during the first half of Fiscal 2022, and thus this charge was Nil in Fiscal 2023.

R&D Expenses

R&D expenses were $30,370,000 for Fiscal 2023 compared to $36,939,000 for Fiscal 2022, a decrease of 17.8%, mostly due to lower spending on our various programs. R&D expenses in the first and second quarters of Fiscal 2023 were also negatively impacted by expenses of $3,730,000 related to sudocetaxel zendusortide material and expenses of $536,000 related to the production of bacteriostatic water for injection ("BWFI"). Excluding these expenses, R&D expenses are down significantly in Fiscal 2023 compared to last year, mostly as a result of lower spending on our oncology program. R&D expenses also included $1,384,000 in severance and other expenses related to the reorganization announced in July 2023.

Selling Expenses

Selling expenses for Fiscal 2023 were $26,769,000 compared to $39,391,000 for Fiscal 2022. The decrease in selling expenses is mainly related to higher expenses incurred in Fiscal 2022 related to the setting up of our internal field force in the United States as well as severance costs incurred following our decision in 2022 to exit the European market for the commercialization of Trogarzo®. The decrease is also due in large part to a charge of $6,356,000 related to the accelerated amortization, in the second quarter of Fiscal 2022, of the Trogarzo® commercialization rights for the European Territory. Selling expenses in Fiscal 2023 included $220,000 in severance and other expenses related to the reorganization announced in July 2023.

The amortization of the intangible asset value for the *EGRIFTA SV*® and Trogarzo® commercialization rights is also included under selling expenses. As such, we recorded amortization expenses of $2,513,000 for Fiscal 2023, compared to $9,211,000 in Fiscal 2022 (which included the charge related to accelerated amortization of the Trogarzo® commercialization rights for the European territory).

General and Administrative Expenses

General and administrative expenses for Fiscal 2023 were $15,617,000 compared to $17,356,000 for the same period in Fiscal 2022. The decrease in general and administrative expenses is largely due to our decision to terminate the commercialization activities of Trogarzo® in Europe during the second quarter of Fiscal 2022. General and administrative expenses for Fiscal 2023 also included $359,000 in severance and other expenses related to the reorganization announced in July 2023.

Net Finance Costs

Net finance costs for Fiscal 2023 were $12,909,000 compared to $6,886,000 in Fiscal 2022. The increase in net finance costs in Fiscal 2023 versus Fiscal 2022 was mostly due to the higher interest expense on the Company's Loan Facility ($3,906,000), as well as expenses of $3,540,000 related to the amendments to the Marathon Credit Agreement. Other expenses in Fiscal 2023 include the write-off deferred financing costs ($954,000). These higher costs are offset by gain on the change of fair value of the Marathon Warrants and a lower foreign exchange loss.

Adjusted EBITDA

Adjusted EBITDA was $(2,907,000) for Fiscal 2023 compared to $(22,088,000) for Fiscal 2022. Adjusted EBITDA in the first and second quarters of Fiscal 2023 was negatively affected by expenses of $3,749,000 related to sudocetaxel zendusortide material and expenses of $536,000 related to the production of BWFI. No such expenses were recorded in the third and fourth quarters of Fiscal 2023. See "Non-IFRS and Non-US-GAAP Measure" above and see "Reconciliation of Adjusted EBITDA" below for a reconciliation to Net Loss for the relevant periods.

Net Loss

Taking into account the revenue and expense variations described above, we recorded a net loss of $23,957,000, or $0.91 per share, in Fiscal 2023 compared to $47,237,000, or $1.98 per share, in Fiscal 2022.

Fourth-Quarter Fiscal 2023 Financial Results

Revenue

Consolidated revenue for the three months ended November 30, 2023, amounted to $23,452,000 compared to $21,421,000 for the same period last year, representing an increase of 9.5%.

For the fourth quarter of Fiscal 2023, sales of *EGRIFTA SV*® reached $16,958,000 compared to $14,458,000 in the fourth quarter of the prior year, representing an increase of 17.3%. Strong sales of *EGRIFTA SV*® were mostly the result of increased unit sales, and somewhat offset by higher rebates to government payers than in Fiscal 2022.

In the fourth quarter of Fiscal 2023, Trogarzo® sales amounted to $6,494,000 compared to $6,963,000 for the same quarter of Fiscal 2022, representing a decrease of 6.7%. The decrease was mainly due to lower unit sales in the quarter as compared to last year. Lower unit sales in the fourth quarter of Fiscal 2023, were also a result of higher inventory buildup in Fiscal 2022, a situation which has resolved itself in Fiscal 2023.

Cost of Sales

For the three-month period ended November 30, 2023, cost of sales was $5,066,000 compared to $5,909,000 in the comparable period of Fiscal 2022. Lower cost of sales for the fourth quarter of Fiscal 2023 is explained by a provision in cost of goods sold for the fourth quarter of Fiscal 2022 which included a provision of $1,477,000 related to the write down of F8 Formulation for pre-commercial material which could expire prior to the launch of the F8 Formulation. This decrease was partially offset by an increase from higher sales of *EGRIFTA SV*® and various production-related costs.

R&D Expenses

R&D expenses in the three-month period ended November 30, 2023, amounted to $5,229,000 compared to $9,455,000 in the comparable period of Fiscal 2022. The decrease during the fourth quarter of Fiscal 2023 was largely due to lower spending across all areas, including the Phase 1 clinical trial for sudocetaxel zendusortide, the HFS for the F8 Formulation, as well as the development of the IM method of administration of Trogarzo®. These last projects were mostly completed in the fourth quarter of Fiscal 2023. R&D expenses also included $876,000 in severance and other expenses related to the reorganization announced in July 2023.

Selling Expenses

Selling expenses in the three-month period ended November 30, 2023, amounted to $6,748,000 compared to $7,809,000 in the comparable period of Fiscal 2022.

The decrease in selling expenses is largely associated to the careful management of expenses to achieve our stated goal of achieving a positive Adjusted EBITDA towards the end of Fiscal 2023. Selling expenses also included $79,000 in severance and other expenses related to the reorganization announced in July 2023.

General and Administrative Expenses

General and administrative expenses in the fourth quarter of Fiscal 2023 amounted to $3,739,000, compared to $3,956,000 reported in the same period of Fiscal 2022. General and administrative expenses include $289,000 in severance and other expenses related to the reorganization announced in July 2023.

Net Finance Costs

Net finance costs for the three-month period ended November 30, 2023, were $5,352,000 compared to $2,078,000 in the same period last year. The increase in net finance costs is due to the higher balance outstanding under the Marathon Credit Agreement, which carries a higher interest than the Convertible Notes then outstanding in Fiscal 2022. Net finance costs in the fourth quarter of Fiscal 2022 included interest on the Convertible Notes, whereas this amount was nil in the fourth quarter of Fiscal 2023. The higher interest is also a function of higher interest rates in Fiscal 2023 versus Fiscal 2022. Other increases in the fourth quarter of Fiscal 2023 are related to the costs associated with the amendment to the Loan Facility ($890,000), the write-off of deferred financing costs ($954,000), and the change in fair value of the Marathon Warrants ($825,000).

Adjusted EBITDA

Adjusted EBITDA, a non-GAAP measure, was $4,965,000 for the fourth quarter of Fiscal 2023, compared to $(2,439,000) for the same period of Fiscal 2022. See "Non-IFRS and Non-US-GAAP Measure" above and see "Reconciliation of Adjusted EBITDA" below for a reconciliation to Net Loss for the relevant periods.

Net Loss

Taking into account the revenue and expense variations described above, we recorded a net loss of $2,755,000, or $0.08 per share, in the fourth quarter of Fiscal 2023 compared to a net loss of $7,929,000, or $0.09 per share, in the fourth quarter of Fiscal 2022.

Fiscal Year 2022 Financial Results compared to Fiscal Year 2021 Financial Results

Revenue

Revenue for Fiscal 2022 was $80,057,000 compared to $69,823,000 in Fiscal 2021, representing an increase of 14.7%.

For Fiscal 2022, net sales of EGRIFTA SV® reached $50,454,000 compared to $43,009,000 for Fiscal 2021 representing growth of 17.3%. Strong net sales of EGRIFTA SV® were mostly the result of a higher number of units sold compared to the previous year, as well as higher net selling price. In addition, COVID-19 had a lesser impact on new prescriptions in Fiscal 2022 compared to Fiscal 2021.

In Fiscal 2022, Trogarzo® net sales were $29,603,000 compared to $26,814,000 in Fiscal 2021, an increase of 10.4%. Higher sales were a result of higher unit sales and a higher net selling price in the United States but were offset by slightly lower revenue in Europe. During Fiscal 2021, Trogarzo® net sales in Europe were impacted by a provision taken in the fourth quarter related to greater than anticipated clawbacks on units sold in France prior to finalization of reimbursement terms, pursuant to temporary use authorizations ("ATU" and "AAP").

Cost of Sales

For Fiscal 2022, cost of sales was $26,279,000 compared to $23,260,000 in Fiscal 2021. Cost of sales included cost of goods sold that amounted to $23,838,000 in Fiscal 2022 compared to $18,378,000 in Fiscal 2021. The increase in cost of goods sold was mainly due to (1) higher product sales, (2), to a charge arising from the non-production of scheduled batches of EGRIFTA SV® that were cancelled due to the planned transition to the F8 Formulation in the amount of $1,788,000, and (3) a provision of $1,477,000 related to the write down of F8 Formulation for pre-commercial material which could expire prior to the launch of the F8 Formulation. Cost of goods sold for Fiscal 2022 also included other write downs totalling $660,000 (See Note 9 of the Audited Financial Statements).

In Fiscal 2021, cost of sales included an amortization charge of $4,882,000 in connection with the settlement of the future royalty obligation which has been accounted as "Other asset" on the consolidated statement of the financial position. The Other asset was fully amortized during the first half of Fiscal 2022, and thus this charge was lower in Fiscal 2022, in the amount of $2,441,000.

R&D Expenses

R&D expenses were $36,939,000 for Fiscal 2022 compared to $28,274,000 for Fiscal 2021. The increase in R&D expenses was largely due to the development of our oncology platform, including the Phase 1 clinical trial, the IM method of administration clinical trial, spending on the development of the multi-dose pen injector for the F8 Formulation, and spending on the HFS for EGRIFTA SV®. Fiscal 2022 spending also included costs associated to the VAMOS and Promise studies in the United States, as well as increased salaries related to the higher level of activity. These costs were offset by lower spending on the preparation of the NASH clinical trial and a decreased level of activity in Europe.

Selling Expenses

Selling expenses for Fiscal 2022 were $39,391,000 compared to $28,909,000 in Fiscal 2021. The increase is mainly due to the addition of personnel and an increase in promotional activities related to our commercial products in the United States and was offset by lower levels of activity in Europe. The increase is also related to the accelerated amortization of the Trogarzo® commercialization rights for the European territory in the amount of $6,356,000 following our decision to cease commercialization activities in that territory in the second quarter of Fiscal 2022.

General and Administrative Expenses

General and administrative expenses for Fiscal 2022 were $17,356,000 compared to $14,616,000 in Fiscal 2021. The increase in general and administrative expenses was mainly associated with an overall increase in business activities following the on-boarding of our field force in the United States, as well as higher share-based compensation expense.

Net Finance Costs

Net finance costs for Fiscal 2022 were $6,886,000 compared to $6,426,000 in Fiscal 2021. The increase in net finance costs in Fiscal 2022 versus Fiscal 2021 was mostly due to higher interest expense on the Company's Loan Facility in the third quarter of Fiscal 2022 and Convertible Notes and were offset by higher interest income and a gain on the repurchase of Convertible Notes in July 2022.

Adjusted EBITDA

Adjusted EBITDA was $(22,088,000) for Fiscal 2022 compared to $(14,586,000) for Fiscal 2021. Adjusted EBITDA in Fiscal 2022 was affected by higher overall spending, as detailed above. The increase in expenses was offset by higher net sales and gross margins. See "Non-IFRS and Non-US-GAAP Measure" above and see "Reconciliation of Adjusted EBITDA" below for a reconciliation to Net Loss for the relevant periods.

Net Loss

Taking into account the revenue and expense variations described above, we recorded a net loss of $47,237,000, or $1.98 per share, in Fiscal 2022 compared to $31,725,000, or $1.37 per share, in Fiscal 2021.

Quarterly Financial Information

The following table is a summary of our unaudited consolidated operating results for the last 8 quarters of Fiscal 2023 and Fiscal 2022.

(in thousands of dollars, except per share amounts)

	2023				2022			
	Q4	**Q3**	**Q2**	**Q1**	**Q4**	**Q3**	**Q2**	**Q1**
Revenue	**23,452**	20,855	17,549	19,908	21,421	20,811	19,268	18,557
Operating expenses								
Cost of sales								
Cost of goods sold	**5,066**	4,967	4,909	4,693	5,909	5,292	7,759	4,878
Amortization of other asset	**-**	-	-	-	-	-	1,220	1,221
R&D	**5,229**	5,396	10,389	9,356	9,455	8,425	11,056	8,003
Selling	**6,748**	6,728	6,479	6,814	7,809	8,404	15,371	7,807
General and administrative	**3,739**	3,710	3,716	4,452	3,956	4,209	4,823	4,368
Total operating expenses	**20,857**	20,801	25,493	25,315	27,129	26,330	40,229	26,277
Net finance costs	**(5,005)**	(674)	(1,943)	(4,940)	(2,078)	(1,879)	(1,644)	(1,285)
Income taxes	**(73)**	(126)	(126)	(96)	(143)	(151)	(122)	(27)
Net loss	**(2,755)**	(746)	(10,013)	(10,443)	(7,929)	(7,549)	(22,727)	(9,032)
Basic and diluted loss per share[1]	**(0.08)**	(0.03)	(0.40)	(0.44)	(0.36)	(0.32)	(0.96)	(0.36)

(1) Amounts from Q1-2022 to Q2-2023 have been restated to reflect the 1 for 4 share consolidation completed on July 31, 2023

Factors Affecting the Variability of Financial Results

There are quarter-over-quarter variations in net sales revenue, principally due to changes in distributor inventory levels with some additional impact from time to time related to average net selling price, which is affected by changes in the mix of private payors versus government drug reimbursement plans.

Higher expenses in Fiscal 2022 were associated with the development of our product pipeline and our decision to stop commercialization activities for Trogarzo® in the European Territory. Lower R&D expenses in the second half of Fiscal 2023 are the result of lower overall activities due to the completion of lifecycle management programs for EGRIFTA SV® and Trogarzo®, and the absence of charges and provisions taken in the first and second quarters of Fiscal 2023 related to production and inventory.

The variability of Net finance costs is mostly due to the costs associated with the amendments to the Loan Facility, the write-off of deferred financing costs, and the change in fair value of the Marathon Warrants, which are reevaluated on a quarterly basis.

Selected Annual Information

(in thousands of dollars, except per share amounts)

Years ended November 30	**2023**	**2022**	**2021**
Revenue	**81,764**	80,057	69,823
Cost of sales	**19,635**	26,279	23,260
Research and development expenses	**30,370**	36,939	28,274
Selling expenses	**26,769**	39,391	28,909

General and administrative expenses	**15,617**	17,356	14,616
Net loss	**(23,957)**	(47,237)	(31,725)
Loss per share: Basic and diluted	**(0.91)**	(1.98)	(1.37)
Cash, bonds and money market funds	**40,387**	33,070	40,354
Total assets	**77,769**	93,260	119,212
Loan Facility (including current portion)	**57,974**	37,894	-
Lease liabilities (including current portion)	**994**	1,922	2,518
Convertible unsecured senior notes	**-**	26,895	54,227

B. ***Liquidity and capital resources.***

Going Concern Uncertainty

As part of the preparation of the Audited Financial Statements, management is responsible for identifying any event or situation that may cast doubt on the Company's ability to continue as a going concern. Substantial doubt regarding the Company's ability to continue as a going concern exists if events or conditions, considered collectively, indicate that the Company may be unable to honor its obligations as they fall due during a period of at least, but not limited to, 12 months from November 30, 2023. If the Company concludes that events or conditions cast substantial doubt on its ability to continue as a going concern, it must assess whether the plans developed to mitigate these events or conditions will remove any possible substantial doubt.

For the year ended November 30, 2023, the Company incurred a net loss of $23,957,000 (2022-$47,237,000; 2021-$31,725,000) and had negative cash flows from operating activities of $5,678,000 (2022- $14,692,000; 2021- $17,501,000). As at November 30, 2023, cash amounted to $34,097,000 and bonds and money market funds amounted to $6,290,000.

The Marathon Credit Agreement contains various covenants, including minimum liquidity covenants whereby the Company needs to maintain significant cash, cash equivalent and eligible short-term investments balances in specified accounts, which restricts the management of the Company's liquidity (refer to Notes 17 of the Audited Financial Statements). A liquidity breach provides the lender with the ability to demand immediate repayment of the Loan Facility and makes available to the lender the collateralized assets, which include substantially all cash, bonds and money market funds which are subject to control agreements. It may trigger an increase of 300 basis points of the interest rate on the outstanding loan balance. On July 3, 2023, the Company incurred a liquidity breach resulting in the lender having the ability to demand immediate repayment of the debt, which breach was waived on September 21, 2023. During Fiscal 2023, the Company entered into several amendments to the Marathon Credit Agreement to amend certain of the terms and conditions therein (see note 17 of the Audited Financial Statements).

The amendments to the Marathon Credit Agreement covenants resulted in: (i) revising the minimum liquidity requirements for all times following October 31, 2023 to be between $15,000,000 and $20,000,000, based on the Marathon Adjusted EBITDA thresholds over the most recently ended four fiscal quarters; (ii) revising the minimum revenue requirements to be based on Marathon Adjusted EBITDA targets instead of quarterly revenue-based targets, beginning with the quarter ending November 30, 2023; and (iii) deleting the prohibition against the Company having a going concern explanatory paragraph in the opinion of the independent registered public accounting firm of the Company that accompanies the Company's annual report. Notwithstanding the latest amendments, there is no assurance that the lender will agree to amend or to waive any future potential covenant breaches, if any. The Company does not meet the conditions precedent to drawdown additional amounts under the Marathon Credit Agreement and does not currently have other committed sources of financing available to it.

The Company's ability to continue as a going concern for a period of at least, but not limited to, 12 months from November 30, 2023, involves significant judgement and is dependent on the adherence to the conditions of Marathon Credit Agreement or to obtain the support of the lender (including possible waivers and amendments), increase its revenues and the management of its expenses (including the reorganization mainly focused on its R&D activities-see Note 16(a) of the Audited Financial Statements) in order to generate sufficient positive operating cash flows. Some elements of management's plans are outside of management's control and the outcome cannot be predicted at this time. Should management's plans not materialize, the Company may be in default under the Marathon Credit Agreement, be forced to reduce or delay expenditures and capital additions and seek additional alternative financing, or sell or liquidate its assets. As a result, there is material uncertainty related to events or conditions that cast substantial doubt about the Company's ability to continue as a going concern.

The Audited Financial Statements have been prepared assuming the Company will continue as a going concern, which assumes the Company will continue its operations in the foreseeable future and will be able to realize its assets and discharge its liabilities and commitments in the normal course of business. The Audited Financial Statements do not include any adjustments to the carrying values and classification of assets and liabilities and reported expenses that might result from the outcome of this uncertainty and that may be necessary if the going concern basis was not appropriate for the Audited Financial Statements. If the Company was unable to continue as a going concern, material impairment of the carrying values of the Company's assets, including intangible assets, could be required.

Analysis of cash flows

As at November 30, 2023, cash, bonds and money market funds amounted to $40,387,000 compared to $33,070,000 at November 30, 2022. Available cash is invested in highly liquid fixed income instruments including governmental, municipal and paragovernmental organizations, high-grade corporate bonds and money market funds. The Company currently is required to maintain $20,000,000 in cash, bonds and money market funds to respect its minimum liquidity covenant ("Liquidity Covenant"). The Liquidity Covenant can decrease to $17,500,000 and again to $15,000,000 should the Company achieve the predetermined Marathon Adjusted EBITDA thresholds (as set forth in the Marathon Credit Agreement).

The Company voluntarily changed its accounting policy in Fiscal 2022 to classify interest paid and received as part of operating activities, which were previously classified as cash flow from financing activities and interest received as cash flows from investing activities.

During Fiscal 2023, cash flows used in operating activities were $5,678,000, compared to $14,692,000 in Fiscal 2022.

In Fiscal 2023, changes in operating assets and liabilities had a positive impact on cash flow from operations of $8,133,000 (2022-positive impact of $13,017,000). These changes included positive impacts from a decrease in inventories ($10,327,000), lower prepaid expenses and deposits ($4,511,000) and higher provisions ($1,920,000). Decreased accounts payable ($7,508,000) had a negative impact on cash flow, as did higher trade and other receivables ($902,000). The decrease in inventories was mainly due to a planned reduction of Trogarzo® inventory levels.

During the fourth quarter of Fiscal 2023, cash flows used in operating activities were $5,606,000. Changes in operating assets and liabilities had a negative impact on cash flow from operations of $6,910,000. These changes included negative impacts from an increase in trade and other receivables ($4,339,000) and prepaid expenses and deposits ($1,366,000) as well as a decrease in accounts payable and accrued liabilities ($2,108,000).

During Fiscal 2023, the Company received net proceeds of $19,300,000 from the draw-down of the second tranche under the Marathon Credit Agreement. On June 30, 2023, we redeemed the remaining $27,452,000 of Convertible Notes. As at November 30, 2023, no Convertible Notes remained outstanding.

During the fourth quarter of Fiscal 2023, the Company realized net proceeds of $23,575,000 from the issuance of Common Shares, and Exchangeable Subscription Receipts from the 2023 Public Offering and Concurrent Private Placement. This amount includes the proceeds from the exercise of the over-allotment option, resulting in the issuance of 160,000 Common Shares.

The Company does not meet the conditions precedent to draw-down the third ($15,000,000) and fourth ($25,000,000) tranches of the Loan Facility. These will cease to be available to the Company after March 31, 2024.

As stated above, the amendments to the Marathon Credit Agreement covenants resulted in: (i) revising the minimum liquidity requirements for all times following October 31, 2023 to be between $15,000,000 and $20,000,000, based on Marathon Adjusted EBITDA thresholds over the most recently ended four fiscal quarters (or shorter period set forth in the Marathon Credit Agreement); and (ii) revising the minimum revenue requirements to be based on Marathon Adjusted EBITDA targets instead of quarterly revenue-based targets, beginning with the quarter ending November 30, 2023. While the Company's current cash, bonds and money market funds amounted to $40,387,000, we continue to monitor these balances in order to continuously meet the minimum liquidity requirements as set out in the Marathon Credit Agreement. We currently also meet the Marathon Adjusted EBITDA, and our current operating plan projects that we will continue to meet these targets for the foreseeable future. We plan to ensure continued compliance through close management of expenses and will adapt spending in the event of weakness in our revenues.

Commitments

Off Balance Sheet Arrangements

The Company has no off-balance sheet arrangements.

Contractual obligations

The following table lists as of November 30, 2023, information with respect to the Company's contractual obligations.

Contractual Obligations	Total	Less than 1 Year	1 to 3 Years	3 to 5 Years	More than 5 years
Lease Liabilities	1,108,000	487,000	516,000	105,000	—
Term loan, including interest [1]	80,141,000	17,416,000	50,348,000	12,377,000	
Purchase Obligations [2]	15,489,000	10,989,000	2,250,000	2,250,000	—
Total	**$ 96,738,000**	**$ 28,892,000**	**$ 53,114,000**	**$14,732,000**	**$ —**

(1) Based on SOFR forward rates. The maturities above reflect the fact that the Loan Facility has been amended in the subsequent event period and as such, the contractual maturities are used.

(2) The Corporation has long-term procurement agreements with third party suppliers in connection with the commercialization of *EGRIFTA SV*® and Trogarzo®. As at November 30, 2023, the Corporation had outstanding purchase orders and minimum payments under these agreements amounting to $14,682,000 for the manufacture of Trogarzo®, *EGRIFTA SV*® and for various services. The Corporation also had research commitments and outstanding clinical material purchase orders amounting to $807,000 in connection with its oncology platform.

License agreement

On February 3, 2020, the Company entered into an amended and restated licence agreement with the Massachusetts General Hospital ("MGH"), as amended on April 15, 2020, in order to benefit from its assistance and knowledge for the development of tesamorelin for the potential treatment of NASH in the general population. Under the terms of the amended agreement, the MGH, through Dr. Steven Grinspoon, will provide services related to the study design, selection of optimal patient population, dosing, study duration and other safety matters and participate, if need be, in regulatory meetings with the FDA or the EMA. In consideration, the Company agreed to make certain milestone payments to the MGH related to the development of tesamorelin and to pay a low single-digit royalty on all sales of *EGRIFTA SV*® above a certain amount. The payment of the royalty will begin upon approval by the FDA or the EMA (the first to occur) of an expanded label of tesamorelin for the treatment of any fatty liver disease, including Non-Alcoholic Fatty Liver Disease or NASH in the general population.

Financial Risk Management

This section provides disclosures relating to the nature and extent of the Company's exposure to risks arising from financial instruments, including credit risk, liquidity risk, currency risk and interest rate risk, and how the Company manages those risks.

Credit Risk

Credit risk refers to the risk of a loss if a customer or counterparty to a financial instrument fails to meet its contractual obligations. The Company regularly monitors credit risk exposure and takes steps to mitigate the likelihood of this exposure resulting in losses.

The Company's exposure to credit risk currently relates to accounts receivable with one major customer (refer to Note 27 to the Audited Financial Statements), other receivable and derivative financial assets which it manages by dealing only with highly rated Canadian financial institutions. Included in the consolidated statements of financial position are trade receivables of $12,798,000 (2022 – $10,659,000), all of which were aged under 60 days or received after year end. There was no amount recorded as bad debt expense for Fiscal 2023 and Fiscal 2022. Financial instruments other than cash and trade and other receivables that potentially subject the Company to

significant credit risk consists principally of bonds and money market funds. The Company invests its available cash in highly liquid fixed income instruments from governmental, paragovernmental, municipal and high-grade corporate bodies and money market funds (2023 – $6,290,000; 2022 – $9,214,000). As at November 30, 2023, the Company believes it was not exposed to any significant credit risk. The Company's maximum credit exposure corresponded to the carrying amount of these financial assets.

Liquidity Risk

Liquidity risk refers to the risk that the Company will not be able to meet its financial obligations as they become due. As indicated in Note 24 to the Audited Financial Statements, the Company manages this risk through the management of its capital structure. It also manages liquidity risk by continuously monitoring actual and projected cash flows. The Board of Directors reviews and approves the Company's operating and capital budgets, as well as any material transactions out of the ordinary course of business.

The Company has adopted an investment policy in respect of the safety and preservation of its capital designed to ensure that the Company's liquidity needs are met. The instruments are selected with regards to the expected timing of expenditures and prevailing interest rates.

Pursuant to the Marathon Credit Agreement, the Company is required to maintain cash, cash equivalents and eligible short-term investments overtime between $15,000,000 to $20,000,000 based on the last twelve months adjusted EBITDA-based targets, which restricts the management of the Company's liquidity. Refer to notes 1 and 17 of the Audited Financial Statements.

Currency Risk

The Company is exposed to financial risk related to the fluctuation of foreign exchange rates and the degree of volatility of those rates. Currency risk is limited to the portion of the Company's business transactions denominated in currencies other than US$, primarily cash, sale of goods and expenses incurred in CA$ and euros.

Exchange rate fluctuations for foreign currency transactions can cause cash flows, as well as amounts recorded in the consolidated statements of net loss, to vary from period to period and not necessarily correspond to those forecasted in operating budgets and projections. Additional earnings variability arises from the translation of monetary assets and liabilities denominated in currencies other than the US$ at the rates of exchange at each consolidated statement of financial position date, the impact of which is reported as foreign exchange gain or loss in the consolidated statements of net loss.

The following table presents the significant items in the original currencies exposed to currency risk as at November 30, 2023 and 2022.

(in thousands)

	2023		2022	
	CA$	**EURO**	**CA$**	**EURO**
Cash	358	123	1,547	236
Bonds and money market funds	8,543	-	12,387	-
Trade and other receivables	296	2	733	2,141
Tax credits and grants receivable	497	145	66	239
Accounts payables and accrued liabilities	(5,395)	(224)	(10,784)	(5,849)
Lease liabilities	(925)	(288)	(1,362)	(873)
Provisions	(326)	(3,192)	-	(3,486)
Total exposure	3,048	(3,434)	2,587	(7,592)

The following exchange rates are those applicable as at November 30, 2023 and 2022.

		2023		2022
	Average rate	**Reporting date rate**	**Average rate**	**Reporting date rate**
CA$ – US$	0,7404	0,7363	0,7722	0,7439
Euro – US$	1,0792	1,0903	1,0600	1,0406

Based on the Company's foreign currency exposures noted above, varying the above foreign exchange rates to reflect a 5% strengthening of the CA$ or the euro would have an impact on net earnings for CA$ and in the accumulated other comprehensive loss for euro as follows, assuming that all other variables remained constant.

(in thousands)

	2023		2022	
	CA$	**Euro**	**CA$**	**Euro**
Positive (negative) impact	152	(172)	129	(380)

An assumed 5% weakening of the CA$ or of the euro would have had an equal but opposite effect on the above currencies in the amounts shown above, assuming that all other variables remained constant.

Interest Rate Risk

Interest rate risk refers to the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates.

Short-term bonds held by the Company are invested at fixed interest rates and/or mature in the short term. Long-term bonds are also instruments that bear interest at fixed rates. The risk that the Company will realize a loss as a result of a decline in the fair value of its bonds is limited because these investments, although they are classified as fair value through OCI, are generally held until close to maturity. The unrealized gains or losses on bonds are recorded in accumulated other comprehensive income (loss).

Based on the value of the Company's short- and long-term bonds as at November 30, 2023, an assumed 0.5% decrease in market interest rates would have increased the fair value of these bonds and the accumulated other comprehensive income (loss) by approximately $42,000 (2022 – $79,000); an assumed increase in market interest rates of 0.5% would have an equal but opposite effect, assuming that all other variables remained constant.

Cash and money market funds bear interest at variable rates. Trade and other receivables, accounts payable and accrued liabilities and provisions bear no interest.

Based on the average value of variable interest-bearing cash and money market funds during the year ended November 30, 2023 of $20,231,000 (2022 – $23,505,000), an assumed 0.5% increase in interest rates during such year would have increased future cash flows and net profit by approximately $101,000 (2022 – $118,000); an assumed decrease of 0.5% would have had an equal but opposite effect.

Based on the value of the Company's long-term loan as at November 30, 2023, an assumed 0.5% increase in SOFR rate during such year would have decreased future cash flows and net profit by approximately $300,000 and an assumed increase of 0.5% would have had an equal but opposite effect.

Determination of Fair Values

Certain of the Company's accounting policies and disclosures require the determination of fair value, for both financial and non-financial assets and liabilities. Fair values have been determined for measurement and/or disclosure purposes based on the following methods. When applicable, further information about the assumptions made in determining fair values is disclosed in the notes specific to that asset or liability.

Financial assets and financial liabilities measured at fair value

In establishing fair value, the Company uses a fair value hierarchy based on levels as defined below:

Level 1: Defined as observable inputs such as quoted prices in active markets.

Level 2: Defined as inputs other than quoted prices in active markets that are either directly or indirectly observable.

Level 3: Defined as inputs that are based on little or no observable market data, therefore requiring entities to develop their own assumptions.

Other financial assets and financial liabilities

The Company has determined that the carrying values of its short-term financial assets and financial liabilities, including cash, trade and other receivables, and accounts payable and accrued liabilities approximate their fair value because of their relatively short period to maturity.

Bonds and money market funds and derivative financial assets and financial liabilities are stated at fair value, determined by inputs that are primarily based on broker quotes at the reporting date (Level 2).

The Company has determined that the carrying value of its Loan Facility approximates its fair value because the terms were modified near the end of the 2023 fiscal year-end.

Share-based payment transactions

The fair value of the employee stock options is measured based on the Black-Scholes valuation model. Measurement inputs include share price on measurement date, exercise price of the instrument, expected volatility (based on weighted average historical volatility adjusted for changes expected due to publicly available information), weighted average expected life of the instruments (based on historical experience and general option holder behaviour), expected dividends, and the risk-free interest rate (based on government bonds). Service and non-market performance conditions attached to the transactions, if any, are not taken into account in determining fair value.

The fair value of the DSUs is determined using the quoted price of the Common Shares of the Company and considered Level 2 in the fair value hierarchy.

The Marathon Warrants are recognized at fair value and considered Level 3 in the fair value hierarchy. A reasonably possible changes at the reporting date to one of the significant unobservable inputs, holding other inputs consistent, would have the following effects:

(in thousands of U.S. dollars)

	Net profit (loss)	
	Increase	**Decrease**
Expected volatility (10% movement) (100bps))	$ (100)	$ 125

Related party transactions

Refer to Note 28 of the Audited Financial Statements.

Reconciliation of Adjusted EBITDA

(in thousands of U.S. dollars)

	Three-month periods ended November 30		**Years ended November 30**		
	2023	2022	**2023**	2022	2021
Net loss	**(2,755)**	(7,929)	**(23,957)**	(47,237)	(31,725)
Add :					
Depreciation and amortization[1]	**576**	940	**3,315**	12,471	8,748
Net Finance costs[2]	**5,352**	2,078	**12,909**	6,886	6,426
Income taxes	**73**	143	**421**	443	63
Share-based compensation	**418**	852	**2,215**	3,872	1,932
Inventory provision (reversal)[3]	**50**	1,477	**220**	1,477	(30)
Restructuring costs[4]	**1,244**	-	**1,963**	-	-
Adjusted EBITDA	**4,958**	(2,439)	**(2,914)**	(22,088)	(14,586)

[1] Includes depreciation of property and equipment, amortization of intangible, other assets and right-of-use assets.
[2] Includes all finance income and finance costs consisting of: Foreign exchange, interest income, accretion expense and amortization of deferred financing costs, interest expense, bank charges, gain or loss on financial instruments carried at fair value and loss on debt modification and gain on lease termination.
[3] Inventory provision pending marketing approval of the F8 Formulation.
[4] Restructuring costs include severance and other expenses associated with termination of employment related to the reorganization announced in July 2023 and completed in October 2023.

C. ***Research and development, patents and licenses.***

For a description of our Research and Development activities for the last three years, see "Item 4B – Business Overview – Research and Development Activities", as well as "Item 5A – Operating Results". Over the past three years, our research and development activities have mainly focused on the following:

- A Phase 1 clinical trial of sudocetaxel zendusortide;
- The development of our SORT1+ technology platform, including the development of new PDCs;
- Life-cycle management programs for tesamorelin, including the development and regulatory filing of the F8 Formulation;
- Life-cycle management programs for ibalizumab, including the development of new modes of administration, namely intravenous push and intra-muscular modes of administration.

D. ***Trend information.***

Other than as disclosed below and elsewhere in this Annual Report, we are not aware of any trends, uncertainties, demands, commitments, or events that are reasonably likely to have a material effect on our net revenue, income from continuing operations, profitability, liquidity, or capital resources, or that would cause reported financial information not necessarily to be indicative of future operating results or financial condition.

E. ***Critical Accounting Estimates.***

Use of estimates and judgments

The preparation of the Company's consolidated financial statements in conformity with IFRS requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting year.

Judgments in applying accounting policies

Information about critical judgments in applying accounting policies and assumptions that have the most significant effect on the amounts recognized in the consolidated financial statements is noted below.

Milestones payments

The purchase consideration for the oncology platform (Note 13 to the Audited Financial Statements) includes additional milestone payments based on the attainment of commercial milestones that will be settled through the issuance of the Company's common shares, which represent a transaction in the scope of IFRS 2. Accordingly, the fair value of the oncology platform at the date of acquisition incorporates management's judgement as to the probability of attaining the share-based milestones as well as the expected timing of the attainment of the milestones.

Management uses judgement in determining whether milestone payments are performance-related development milestones which are capitalized as an intangible asset or are milestones related to the activity or usage of an asset which are expensed.

Key sources of estimation uncertainty

Key sources of estimation uncertainty that have a significant risk of resulting in a material adjustment to the carrying amount of assets and liabilities within the next financial year are as follows:

Sales allowances

Management uses judgment in estimating provisions for sale allowances such as cash discounts, returns, rebates and chargebacks, including potential clawbacks in certain jurisdictions when pricing terms are based on temporary use authorizations and thus subject to future negotiation. The product revenue recognized quarter over quarter is net of these estimated allowances. Such estimates require the need to make estimates about matters that are inherently uncertain. These estimates take into consideration historical experience, current contractual and statutory requirements, specific known market events and trends such as competitive pricing and new product introductions, estimated inventory levels, and the shelf life of products. If actual future results vary, these estimates need to be adjusted, with an effect on sales and earnings in the period of the adjustment. (see Notes 2 (Revenue recognition) and 3 to the Audited Financial Statements for additional information).

Recoverability of inventories

The Company regularly reviews inventory to determine whether the inventory cost exceeds its net realizable value. The determination of the net realizable value requires management to make estimates and use judgement in considering shelf life of a product, the effects of technological changes and new product introductions.

Other

Other areas of judgment and uncertainty are related to the estimation of accruals for clinical trial expenses, the recoverability of intangible assets, the measurement of derivative financial assets, the measurement of share based arrangements, the Marathon Warrants and gain or loss on amendments to the Marathon Credit Agreement.

The Company is subject to risks and uncertainties that may cause actual results to differ from estimated amounts, such as changes in the healthcare environment, competition, litigation, legislation and regulations. Management regularly evaluates estimates and assumptions using historical experience and expectations about the future. Management adjusts estimates and assumptions when facts and circumstances indicate the need for change. Revisions to accounting estimates are recognized in the year in which the estimates are revised and in any future years affected.

Recent Changes in Accounting Standards

New Accounting Standard Adopted

Onerous contracts – Cost of Fulfilling a Contract (Amendments to IAS 37)

The amendments specify which costs an entity includes in determining the cost of fulfilling a contract for the purpose of assessing whether the contract is onerous. The amendments applied to the Company's annual reporting periods beginning on December 1, 2022, to contracts existing at the date the amendments were first applied. The adoption of the standard did not have an impact on the financial statements.

Standards issued but not yet effective

A number of new standards are effective for annual periods beginning after December 1, 2023 and earlier application is permitted; however, the Company has not early adopted the new or amended standards in preparing the Audited Financial Statements.

Classification of Liabilities as Current or Non-current (Amendments to IAS 1)

For the purposes of non-current classification, the amendments removed the requirement for a right to defer settlement or roll over of a liability for at least twelve months to be unconditional. Instead, such a right must exist at the end of the reporting period and have substance.

The amendments reconfirmed that only covenants with which a company must comply on or before the reporting date affect the classification of a liability as current or non-current. Covenants with which a company must comply after the reporting date do not affect a liability's classification at that date.

The amendments also clarify how a company classifies a liability that includes a counterparty conversion option. The amendments provide that: settlement of a liability includes transferring a company's own equity instruments to the counterparty; and when classifying liabilities as current or non-current a company can ignore only those conversion options that are recognized as equity.

The amendments will be effective for the Company's annual reporting period beginning on December 1, 2025. The Company is currently evaluating the impact of the amendments on its financial statements.

Item 6. Directors, Senior Management and Employees

A. ***Directors and senior management.***

Our Directors

The table below sets forth the following information about our directors as at November 30, 2023: his/her name, age, province/state of residence, principal occupation, the year each director first became a director of the Corporation, his/her status as an independent director, his/her biography, his/her areas of expertise, his/her memberships on the committees of the Board of Directors, whether he/she acts as director for other public companies, and the number of Common Shares, DSUs and options beneficially held or controlled.

Joseph P. Arena
Age: 69
Norristown, Pennsylvania, USA

Independent

Director since:
May 13, 2021

Areas of Expertise:
- Regulatory Affairs
- Drug Development
- Medical Education
- Management

Other Public Company Directorship:
None

Principal Occupation	Corporate Director

Joseph Arena was elected to the Board of Directors of Theratechnologies in May 2021.

Joseph Arena was Vice President, Oncology Products, Global Regulatory Affairs at Pfizer, Inc. ("Pfizer") between 2018 and 2021. In such a role, he managed a team that provided strategic global leadership to Medicine Teams for Pfizer's portfolio in oncology. The group was responsible for regulatory strategy and registration of products globally. His tasks included providing guidance on the worldwide regulatory requirements for registration of new chemical entities and new claims, identification of pharmaceutical, toxicological and clinical developmental issues and problem resolution, overseeing the preparation of high quality, effective regulatory submissions, providing oversight and input for all communications agencies and leading scientific teams in direct negotiations with agencies on all issues of product development, product registration and labeling (including post-marketing surveillance).

Prior to acting as Vice President, Oncology Products, Global Regulatory Affairs, he acted as Vice President, Cardiovascular and Metabolic Products, between 2016 and 2018 when he joined the Pfizer Worldwide Safety and Regulatory organization. In such a role, he managed a team that provided strategic global leadership to Medicine Teams for Pfizer's portfolio in Cardiovascular and Metabolic Diseases. The group was responsible for regulatory strategy and registration of products globally.

Prior to joining Pfizer, he was at Merck and Co. Inc. ("Merck") where he held the role of Vice President, Therapeutic Area Lead Oncology, Immunology and in vitro Diagnostics from 2015 to 2016. His team provided global leadership to development teams for oncology and immunology products and in vitro diagnostics across the portfolio. The group was responsible for regulatory strategy and registration of Merck's products globally with a focus on the United States, European Union, China and Japan.

Mr. Arena began his career as a research scientist in 1989 at Merck Research Laboratories in Rahway, New Jersey. In 1996, he moved to a position in Regulatory Affairs International focusing primarily on Merck's cardiovascular products. He eventually assumed management and leadership roles with Regulatory Affairs International, including management of therapeutic areas in Diabetes, Neuroscience, Atherosclerosis and Cardiovascular.

Mr. Arena received his B.S. in Pharmacy from St. John's University in Queens, New York. After four (4) years in community and hospital settings, he attended the University of Medicine and Dentistry of New Jersey and received a Ph.D. in Pharmacology, followed by a post-doctoral fellowship in the Physiology Department at the University of Rochester in New York.

Securities Held or Controlled

Common Shares (#)	**DSU (#)**	**Options (#)**
13,750	Nil	8,977

Committees of the Board of Directors

Member of the Compensation Committee

Frank A. Holler
Age: 67
Summerland, B.C.,
Canada

Independent

Director since:
June 23, 2021

Areas of Expertise:
- Corporate Finance
- Life Sciences
- Management

Other Public Company Directorship:
Sernova Corp.; and
Harvest One Cannabis Inc.

Principal Occupation	President and CEO, Ponderosa Capital Inc.

Frank A. Holler was appointed to the Board of Directors in June 2021.

He is currently the President & CEO of Ponderosa Capital Inc. He previously served as Chairman & CEO of BC Advantage Funds (VCC) Ltd., a venture capital firm investing in emerging technology companies in British Columbia.

He also served as President and CEO of Xenon Pharmaceuticals Inc. from 1999 to 2003 after having been President and CEO of ID Biomedical Corporation from 1991 to 1998. In addition, he was a founding director of Angiotech Pharmaceuticals.

Prior to working in biotechnology and healthcare, Mr. Holler was a Vice-President of Investment Banking with Merrill Lynch Canada and Wood Gundy Inc. (now CIBC World Markets).

Mr. Holler is a member of the board of directors of two additional public companies: Sernova Corp. in Ontario, Canada, and Harvest One Cannabis Inc. in British Columbia, Canada.

Mr. Holler holds an MBA and BA (Economics) from the University of British Columbia.

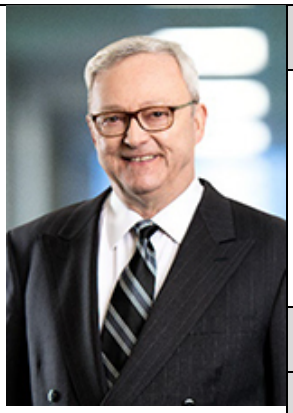
Securities Held or Controlled

Common Shares (#)	**DSU (#)**	**Options (#)**
59,750	1,325	8,977

Committees of the Board of Directors

Member of Audit Committee
Chair of Financing Committee(1)

(1) The Financing Committee was created on August 15, 2023, and dissolved on December 15, 2023.



Gérald A. Lacoste
Age: 80
Ste-Adèle,
Québec, Canada

Independent

Director since:
February 8, 2006

Areas of Expertise:
- Securities and
- Market Regulations
- Corporate Governance
- Mergers &
- Acquisitions

Other Public Company Directorship:
None

Principal Occupation	Corporate Director

Gérald A. Lacoste is a retired lawyer with extensive experience in the fields of securities regulation, financing and corporate governance. He was previously Chairman of the Québec Securities Commission (now known as the Autorité des marchés financiers) and was also President and Chief Executive Officer of the Montreal Exchange. During his career, Mr. Lacoste acted as legal counsel to the Canadian Standing Senate Committee on Banking, Trade and Commerce, he chaired the Québec Advisory Committee on Financial Institutions, and was a member of the task force on the capitalization of life insurance companies in Québec. Mr. Lacoste has been a member of the North American Free Trade Agreement arbitration panel and is currently a corporate director.

Securities Held or Controlled

Common Shares (#)	**DSU (#)**	**Options (#)**
27,499	5,484	26,478

Committees of the Board of Directors

Chair of Nominating and Corporate Governance Committee
Member of Audit Committee
Member of Financing Committee(1)

(1) The Financing Committee was created on August 15, 2023, and dissolved on December 15, 2023.

Paul Lévesque
Age: 60
Westmount, Québec, Canada

Non-independent

Director since:
April 6, 2020

Areas of Expertise:
- Pharmaceutical Industry
- Sales and Marketing
- Management
- Human Resources

Other Public Company Directorship:
None

Principal Occupation	President and Chief Executive Officer of the Corporation

Paul Lévesque has built an enviable reputation in the pharmaceutical industry both here and abroad. He is recognized for his track record at delivering growth.

Paul has worked in the research-based pharmaceutical industry since 1985. He started with Upjohn Canada and then joined Pfizer Canada in 1992. He went on to occupy increasingly senior positions within the organization including as Vice President of Marketing in Canada and in France, Country Manager for Canada, Chief Marketing Officer for the U.S. in Primary Care and as Regional President in Asia-Pacific for the innovative division of Pfizer.

He also assumed the role of Global President and General Manager for the Rare Disease Unit until he joined Theratechnologies on April 6, 2020.

Paul carries a passion for bringing to patients therapies in areas of unmet medical needs and will put to contribution his learnings from his 35 years in the pharmaceutical industry.

Paul holds a BSc in biochemistry from Laval University and a Diploma in Management from McGill University.

Securities Held or Controlled

Common Shares (#)	**DSU (#)**	**Options (#)**
72,800	Nil	533,682

Committees of the Board of Directors

N.A.

Dale Weil
Age: 68
Baie d'Urfé,
Québec, Canada

Independent

Director since:
May 16, 2017

Areas of Expertise:
- Healthcare Industry
- Commercialization of products
- Management
- Strategic Planning

Other Public Company Directorship:
None

Principal Occupation	Corporate Director

Ms. Dale MacCandlish Weil has more than 35 years of experience in the commercialization, marketing, sale of consumer products and B2B services. From May 2018 to January 2020, Ms. Weil has been Managing Director of the Montreal Institute for Palliative Care (a branch of the Teresa Dellar Palliative Care Residence) and, in January 2020, she became Executive Director of the Teresa Dellar Palliative Care Residence and of the Montreal Institute for Palliative Care. She spent the prior 18 years of her career in management positions related to health care services such as distribution, pharmaceutical and retail pharmacy services. She worked with McKesson Canada Corporation, or McKesson, since August 1999 where she occupied the position of Vice President and Senior Vice President for various divisions of McKesson. She acted in an advisory role to the President from May 2015 to February 2018. Prior to May 2015, she acted as Senior Vice President Retail Management Services with McKesson from July 2014 to May 2015 and, from November 2011 to June 2014, she acted as Senior Vice President, Integrated Health Care Solutions, Strategy and Business Development with McKesson. Ms. Weil is a member of the board of directors of Tetra Bio-Pharma Inc. in Ontario. Ms. Weil holds a Master's in business administration from McGill University and has obtained her certification as a certified director after successfully completing the ICD Directors Education Program.

Securities Held or Controlled

Common Shares (#)	**DSU (#)**	**Options (#)**
44,160	1,383	22,728

Committees of the Board of Directors

Chair of Compensation Committee
Member of Nominating and Corporate Governance Committee

Andrew Molson
Age: 56
Westmount, Québec, Canada

Independent

Director since:
October 15, 2020

Areas of Expertise:
- Communications
- Governance

Other Public Company Directorship:
Molson Coors Beverage Company;
Dundee Corporation

Principal Occupation	Corporate Director

Andrew Molson serves as chairman of AVENIR GLOBAL, an organization uniting seven strategic communications firms across Canada, the U.S., Europe and the Middle East. He is also chairman of Molson Coors Beverage Company and a member of the board of directors of Groupe Deschênes Inc., Dundee Corporation and the CH Group Limited Partnership, owner of Evenko and the Montreal Canadiens.

He previously served as a director of The Group Jean Coutu PJC Inc. from 2014 to 2018, as Chair of Molson Coors from May 2011 to May 2013 and as its Vice Chair from May 2009 to May 2011. Mr. Molson serves on several non-profit boards, including the Institute for Governance of Private and Public Organizations, Concordia University Foundation, the Québec Blue Cross, the Evenko foundation for emerging talent, the Montreal General Hospital Foundation and the Molson Foundation, a family foundation dedicated to the betterment of Canadian society.

Mr. Molson holds a Bachelor of Laws from Laval University (Quebec City). He also holds a Bachelor of Arts from Princeton University and a Master of Science in corporate governance and ethics from University of London (Birkbeck College).

Securities Held or Controlled

Common Shares (#)	**DSU (#)**	**Options (#)**
137,500	2,531	12,292

Committees of the Board of Directors

Member of Compensation Committee
Member of Nominating and Corporate Governance Committee

Dawn Svoronos
Age: 70
Hudson,
Québec, Canada

Independent

Director since:
April 8, 2013

Areas of Expertise:
- Pharmaceutical Industry
- Commercialization of Drug Products

Other Public Company Directorship:
Xenon Pharmaceuticals Inc.; Adverum Biotechnologies, Inc; and Acelyrin, Inc.

Principal Occupation	Corporate Director – Chair of the Board of the Corporation

Ms. Dawn Svoronos worked in the commercial side of the business for the multinational pharmaceutical company Merck & Co. Inc., for 23 years, retiring in 2011. From 2009 to 2011, Ms. Svoronos was President of the Europe/Canada region for Merck and from 2006 to 2009 was President of Merck in Canada. Previously held positions with Merck include Vice-President of Asia Pacific and Vice-President of Global Marketing for the Arthritis, Analgesics and Osteoporosis franchise. Ms. Svoronos is a member of the board of directors of three other public companies: Xenon Pharmaceuticals Inc. in British Columbia, Canada; Adverum Biotechnologies, Inc. in Redwood City, California; and Acelyrin, Inc. in Agoura Hills, California.

Securities Held or Controlled

Common Shares (#)	DSU (#)	Options (#)
110,900	214	26,478

Committees of the Board of Directors

Member of Nominating and Corporate Governance Committee
Member of Financing Committee(1)

(1) The Financing Committee was created on August 15, 2023, and dissolved on December 15, 2023.

Alain Trudeau
Age: 64
Montréal, Québec,
Canada

Independent

Director since:
October 15, 2020

Areas of Expertise:
- Accounting
- Finance
- Governance

Other Public Company Directorship:
None

Principal Occupation	Corporate Director

A fellow of the Quebec Chartered Professional Accountant Order, Alain Trudeau has had a distinguished career at Ernst & Young from 1982 to 2019 where he held the position of Managing Partner, Assurance Services, for EY offices in the Province of Quebec from 2008 to 2019. He was also responsible for the audit of many publicly-traded companies.

He currently serves on the board of directors of Loto-Québec, the Institut de médiation et d'arbitrage du Québec (IMAQ) and Blue Bridge Trust Company Inc.

From 2008 to 2019, Mr. Trudeau was a lecturer at the Collège des administrateurs de sociétés de l'Université Laval in Quebec City.

Mr. Trudeau holds a Bachelor of Arts in Accounting from HEC Montréal.

Securities Held or Controlled

Common Shares (#)	**DSU (#)**	**Options (#)**
4,825	8,434	12,292

Committees of the Board of Directors

Chair of Audit Committee
Member of Financing Committee(1)

(1) The Financing Committee was created on August 15, 2023, and dissolved on December 15, 2023.

None of our directors have a family relationship with each other and with each of our executive officers. To our knowledge, none of our directors have arrangements with our major shareholders, customers and suppliers.

Our Senior Management

The table below sets forth the following information about our senior management ("Executive Officers") as at November 30, 2023: his/her name, age, province/state of residence, his/her principal occupation, the year each Executive Officer joined the Corporation, his/her biography, and the number of Common Shares, DSUs and options beneficially held or controlled. The information about Mr. Paul Lévesque, the President and Chief Executive Officer of the Corporation, is found in the table above regarding information about our directors.

Marie-Noël Colussi
Age: 55

Executive since:
May 9, 2002

Laval, Québec, Canada

Principal Occupation	Vice President, Finance

Ms. Marie-Noël Colussi is a graduate of the *Université du Québec à Montréal* in business administration and is a member of the Quebec Chartered Professional Accountant Order. Prior to joining us, Ms. Colussi worked for eight years with KPMG, an international accounting firm. Ms. Colussi has experience in accounting, auditing, control and taxation, particularly in research and development. She joined us in 1997, and prior to her appointment as Vice President, Finance, she held the position of Director, Accounting and Internal Control and Controller.

Securities Held or Controlled

Common Shares (#)	**DSU (#)**	**Options (#)**
2,769	796	104,523

Philippe Dubuc
Age: 57

Executive since:
February 24, 2016

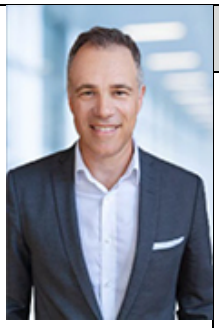
Montreal, Québec, Canada

Principal Occupation	Senior Vice President and Chief Financial Officer

Mr. Dubuc brings more than 25 years of experience in investment banking in the healthcare sector and in management. He started his career as a management consultant at Groupe Secor, a well-known Quebec-based consulting firm which is now part of KPMG. He then served as Managing Director, Investment Banking at National Bank Financial. In this role, he headed the healthcare group and was involved in numerous financing and M&A transactions. He later founded a manufacturing company which he sold after seven years of successful operations. Mr. Dubuc holds a M.B.A. from McGill University and a B.Comm. from Concordia University.

Securities Held or Controlled

Common Shares (#)	**DSU (#)**	**Options (#)**
15,750	Nil	214,604



André Dupras
Age: 60

Executive since:
May 31, 2021

Mont-Tremblant, Québec, Canada

Principal Occupation	Vice President, Human Resources

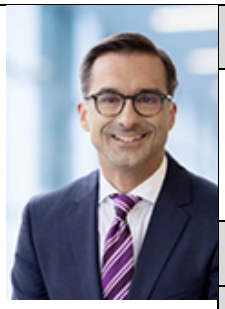
Mr. André Dupras joined Theratechnologies as Vice President, Human Resources in May 2021.

Mr. Dupras brings more than 25 years of experience in Human Resources. Most recently, Mr. Dupras was Vice President, Human Resources at Clementia Pharmaceuticals. Previously, he spent close to 15 years at Pfizer Canada in various leadership roles in Human Resources and Commercialization. He also worked at Bombardier Aerospace as Director of Human Resources and Director of Global Compensation, at Aon Hewitt as a consultant in Compensation and Organizational Effectiveness and at Réno-Dépôt as Director of Human Resources.

Mr. Dupras holds a Master's Degree in Management Science (Human Resources) and a Bachelor's Degree in Administration (Marketing and Human Resources). He is a member of the Order of Certified Human Resources Professionals (CHRP, CHRA).

Securities Held or Controlled

Common Shares (#)	**DSU (#)**	**Options (#)**
Nil	Nil	85,351



Jocelyn Lafond
Age: 56

Executive since:
April 16, 2007

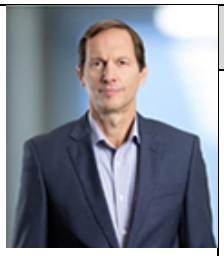
Montreal, Québec, Canada

Principal Occupation	General Counsel and Corporate Secretary

Mr. Lafond has over 20 years of experience in the fields of corporate and securities law. Mr. Lafond holds a law degree from the *Université Laval* and a Masters Degree in Law from the University of Toronto. He has been a member of the *Barreau du Québec* since 1992. Prior to joining us in 2007, Mr. Lafond was a partner with the international law firm of Fasken Martineau DuMoulin LLP.

Securities Held or Controlled

Common Shares (#)	**DSU (#)**	**Options (#)**
4,500	1,250	146,214



John Leasure
Age: 59

Executive since:
March 29, 2021

Underhill,
Vermont,
USA

Principal Occupation	Global Commercial Officer

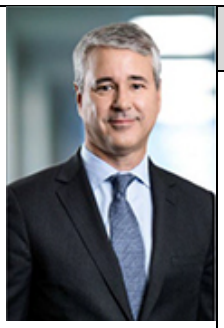
John Leasure was hired as Global Commercial Officer in March 2021. He brings extensive experience in Sales, Marketing, Operations and General Management both in the U.S and internationally. He has expertise managing brands across multiple stages of the product life cycle and has launched numerous products in a variety of therapeutic areas.

Prior to joining Theratechnologies, John spent 30 years at Pfizer where he led teams in Anti-infectives, Inflammation, Immunology and Oncology. Most recently, John led the Oncology business in Canada where, under his leadership, the business experienced unprecedented growth and launched over 10 new products.

He holds a B.A., Business from Gettysburg College in Pennsylvania.

Securities Held or Controlled

Common Shares (#)	**DSU (#)**	**Options (#)**
51,250	Nil	101,212



Christian Marsolais
Age: 61

Executive since:
May 7, 2007

Town of Mount Royal, Québec, Canada

Principal Occupation	Senior Vice President and Chief Medical Officer

Dr. Christian Marsolais has over 25 years of experience in the research, development and commercialization of new drugs. He started his career in international pharmaceutical companies, including Sandoz, Biochem and Pfizer, where he held different positions from medical advisor to director clinical research and medical affairs. He was also appointed to the global oncology team at Pfizer, which managed the global oncology portfolio. Dr. Marsolais joined Theratechnologies in 2007 and leads the medical team which was central to the approval of *EGRIFTA*® by the FDA. He was also instrumental in the efforts that led to the US and European acquisition of the commercial rights to Trogarzo® and the approval of Trogarzo® by the FDA. More recently, he also led the team to pursue the approval of Trogarzo® in Europe. Dr. Marsolais holds a Ph.D. in biochemistry from the Université de Montréal.

Securities Held or Controlled

Common Shares (#)	**DSU (#)**	**Options (#)**
14,824	1,578	245,093

None of our Executive Officers have a family relationship with each other and with our directors and, to our knowledge, none of our Executive Officers have arrangements with our major shareholders, customers and suppliers.

Cease Trade Orders, Bankruptcies, Penalties or Sanctions

To the knowledge of the Corporation, except with respect to Mr. Frank Holler and Mrs. Dale Weil, none of our directors and Executive Officers (a) is, as at the date of this Annual Report, or has been within the ten (10) years before the date of this Annual Report, a director or executive officer of any company (including the Corporation) that, while that person was acting in that capacity, (i) was the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than thirty consecutive days; (ii) was subject to an event that resulted, after the director or executive officer ceased to be a director or executive officer, in the company being the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than thirty consecutive days; or (iii) within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or (b) has, within the ten (10) years before the date of this Annual Report, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold his assets.

Mr. Frank Holler was a director of Contech Enterprises Inc. ("Contech"), one of the privately held emerging technology companies forming part of the BC Advantage Funds ("BCAF") portfolio. Mr. Holler acted as Chair and Chief Executive Officer of BCAF. On December 23, 2013, Contech made a proposal to its creditors under the *Bankruptcy and Insolvency Act* (Canada) and a reorganization of its share structure was approved by the Supreme Court of British Columbia on January 26, 2015. The proposal was intended to facilitate a financing by a new lender and a debt restructuring that, taken together, would enable Contech to carry on its business for the foreseeable future. On March 6, 2015, the Court of Appeal of British Columbia overturned the approval of the proposal by the Supreme Court and placed Contech into bankruptcy. Mr. Holler ceased acting as a director of Contech effective March 6, 2015.

Mrs. Dale Weil was a director of Tetra-Bio Pharma Inc. ("Tetra"), a cannabinoid-derided drug and development company. On August 1, 2023. Tetra announced that it made a voluntary assignment into bankruptcy under the Bankruptcy and Insolvency Act (Canada) and a trustee was then appointed. On September 8, 2023, Tetra was delisted from the TSX. Mrs. Weil ceased acting as a director of Tetra on July 28, 2023.

Directors' Mandatory Retirement Policy

The Board has adopted a formal retirement policy in the context of its succession planning process. Under this policy, directors who are not employees of the Corporation who reach the age of 75 or who have been acting as directors for fifteen (15) consecutive years may not be nominees for re-election at the subsequent annual meeting of shareholders. Mr. Gérald A. Lacoste is grandfathered from this policy.

Board Gender Diversity

In February 2017, the Board approved an amendment to the Charter of the Nominating and Corporate Governance Committee to embed in such Charter an obligation by the Nominating and Corporate Governance Committee to take into consideration gender diversity when the Committee recruits candidates for directorship. Gender diversity is now one of the criteria that the Committee will consider in recruiting a candidate to act as a director of the Corporation. The Board did not implement a formal policy setting forth a target for gender diversity.

As at November 30, 2023, two (2) women, one of whom acting as Chair, comprised the Board of Directors. As at that date, women represented 29% of all independent Board members and 25% of all Board members.

The table below illustrates the composition and diversity of the Board of Directors:

Country of Principal Executive Offices	**Canada**			
Foreign Private Issuer	**Yes**			
Disclosure Prohibited under Home Country Law	**No**			
Total Number of Directors	**8**			
Part I: Gender Identity	**Female**	**Male**	**Non-Binary**	**Did Not Disclose Gender**
Directors	2	6		
Part II: Demographic Background				
African American or Black				
Alaskan Native or American Indian				
Asian				
Hispanic or Latinx				
Native Hawaiian or Pacific Islander				
White	2	6		
Two or More Races or Ethnicities				
LGBTQ+				
Did Not Disclose Demographic Background				

Directors and Executive Officers Shareholding Policy

In December 2010, the Board adopted a shareholding policy for its directors and Executive Officers ("Shareholding Policy") and the DSU Plan (as defined below). The Shareholding Policy was suspended in April 2013.

In the 2017 fiscal year, the Board reinstated a revised DSU Plan for its directors and Executive Officers and a revised Shareholding Policy for its directors who are not employed on a full-time basis by the Corporation. The revised Shareholding Policy requires that each newly appointed or elected director who is not an employee of the Corporation owns a number of Common Shares or deferred share units ("DSUs") having a value representing at least twice the value of his/her annual retainer to act as a Board member (three times for the Chair of the Board). Each director has four years to comply with the Shareholding Policy. Each director must acquire at least 25% of that value over each of those four years. The four year-period begins running from the fiscal year following the fiscal year during which an individual is newly appointed or elected as a director. The value is determined as at November 30 of each calendar year and is equal to the higher of the acquisition cost of a Common Share or DSUs and the fair market value of those Common Shares and DSUs as at November 30 of each year of such four-year period. Common Share value fluctuations do not require directors to purchase additional Common Shares or DSUs.

B. ***Compensation***

The compensation of the directors and the Executive Officers of the Corporation is reviewed by the compensation committee ("Compensation Committee"). For the fiscal year ended November 30, 2023, the Compensation Committee was initially comprised of three (3) independent directors, namely Gary Littlejohn (Chair), Dawn Svoronos and Alain Trudeau. Effective March 1, 2023, members of the Compensation Committee were replaced by the following three (3) independent directors: Dale Weil (Chair), Andrew Molson and Joseph Arena.

Compensation Discussion and Analysis of Directors

The Corporation has a compensation policy for its directors who are not employed on a full-time basis by the Corporation. The goal of the compensation policy is to attract and retain qualified directors.

Under the policy, directors are paid an annual retainer fee only. Annual retainer fees are paid quarterly on the first day of each calendar quarter. In addition, the Corporation's compensation policy provides for the reimbursement of all reasonable expenses incurred by each director who are not employed on a full-time basis by the Corporation to attend meetings of the Board and meetings of the committees of the Board. Directors who are not employed on a full-time basis by the Corporation are also entitled to be granted options under the Option Plan (as defined below) as part of their annual compensation. The Compensation Committee reviews the compensation of the Board and its committees annually at the same time that it reviews the compensation of the Executive Officers.

At its meeting of the Board of Directors in November 2022, the Board of Directors determined that the compensation to be paid to directors who are not employed on a full-time basis by the Corporation for the fiscal year ended November 30, 2023, was as set forth in the table below.

Position at Board Level or Committee Level	**Compensation for Fiscal Year 2023**	
	Annual Retainer[1]	Value in Stock Options[1]
Annual Retainer to Chair of the Board	$122,166	$25,914
Annual Retainer to Board Members	$44,179	$25,914
Annual Retainer to Chair of the Audit Committee	$11,846	N.A.
Annual Retainer to Chair of the Compensation Committee	$8,884	N.A.
Annual Retainer to Chair of the Nominating and Corporate Governance Committee	$7,722	N.A.
Annual Retainer to Audit Committee Members	$7,404	N.A.
Annual Retainer to Compensation Committee Members	$2,962	N.A.
Annual Retainer to Nominating and Corporate Governance Committee Members	$2,962	N.A.

(1) These amounts were paid in CAD and were converted into U.S. dollars using the average exchange rate for the year ended November 30, 2023, where CAD1.00 = $0.7404

Compensation of Directors

The table below details all components of the compensation provided to the directors of the Corporation for the fiscal year ended November 30, 2023, and the value thereof.

Name	Fees earned ($)	Share-based awards[1] (#)	Share-based awards[1] ($)	Option-based awards[2] ($)	Non-equity incentive plan compensation ($)	Pension value ($)	All other compensation ($)	Total ($)
Joseph Arena[3]	46,522	--	--	25,914	--	--	--	72,436
Frank Holler	50,347	--	--	25,914	--	--	--	76,261
Gérald A. Lacoste	57,751	--	--	25,914	--	--	--	83,665
Paul Lévesque[4]	--	--	--	--	--	--	--	--
Gary Littlejohn[5]	42,203	--	--	25,914	--	--	--	68,117
Andrew Molson	48,866	--	--	25,914	--	--	--	74,780
Dawn Svoronos	126,608	--	--	25,914	--	--	--	152,522
Alain Trudeau	57,751	--	--	25,914	--	--	--	83,665
Dale Weil	51,828	--	--	25,914	--	--	--	77,742

(1) Share-based awards are composed of DSUs. DSUs are issued under the deferred share unit plan ("DSU Plan"). No DSU was issued in the last fiscal year. See "Deferred Share Unit Plan" below for a description of the DSU Plan.

(2) Each director who was not employed on a full-time basis by the Corporation on December 1, 2022, received 21,739 options (5,435 on a post-consolidation basis) having an aggregate value of approximately $25,914. Options are issued under the share option plan ("Option Plan"). See "Option Plan" below for a description of the Option Plan. These options were issued on February 28, 2023, but the number of stock options to be issued was determined using the Black-Scholes models as at November 21, 2022, which was CAD 1.61. This column indicates the value as at that date and not as at the date of grant.

Each option will expire on February 28, 2033, and entitles the holder thereof to purchase one common share of the Corporation at an exercise price of CAD1.29 (CAD5.16 on a post-consolidation basis). The exercise price of the option was based on the closing price of the common shares on the TSX on February 28, 2023. Per the terms of the Option Plan, the exercise price of Joe Arena's options was based on the closing price of the common shares on the Nasdaq since Mr. Arena is a U.S. resident and such exercise price was set at US$0.95 (US$3.80 on a post-consolidation basis). Each option vested on the date of grant.

(3) All cash-based compensation related to Mr. Arena's directorship is paid to JP Arena Regulatory Consulting, LLC, a company controlled by Mr. Arena, under the terms of a consulting agreement entered into between the Corporation and this entity with an effective date of May 13, 2021.

(4) No compensation was paid to Mr. Lévesque for acting as a director of the Corporation given his position as President and Chief Executive Officer of the Corporation.

(5) Mr. Littlejohn resigned from the Board and all committees of the Board in July 2023.

Outstanding Option-Based Awards and Share-Based Awards

The table below details all outstanding option-based awards and outstanding share-based awards as at November 30, 2023 for each of the directors who was not employed on a full-time basis by the Corporation as at that date.

	Option-Based Awards				Share-Based Awards		
Name	**Number of securities underlying unexercised options (#)**	**Option exercise price (CAD)**	**Option expiration date**	**Value of unexercised in-the-money options[1] ($)**	**Number of shares or units of shares that have not vested (#)**	**Market or payout value of share-based awards that have not vested ($)**	**Market or payout value of vested share-based awards not paid out or distributed[2] ($)**
Joseph Arena	3,543	13.20[3]	2031.12.01	--	--	--	--
	5,434	3.80	2033.02.28				
Frank Holler	3,543	16.84	2031.12.01	--	--	--	3,877
	5,434	5.16	2033.02.28				
Gérald A. Lacoste	3,750	9.80	2026.07.12	--	--	--	8,730
	3,749	26.92	2027.05.16	--			
	1,812	38.24	2028.04.06	--			
	2,225	35.04	2029.02.26	--			
	2,650	12.88	2030.02.26	--			
	3,315	15.72	2031.02.26	--			
	3,543	16.84	2031.12.01	--			
	5,434	5.16	2033.02.28				
Andrew Molson	3,315	15.72	2031.02.26	--	--	--	4,029
	3,543	16.84	2031.12.01	--			
	5,434	5.16	2033.02.28				
Dawn Svoronos	3,750	9.80	2026.07.12	--			341
	3,749	26.92	2027.05.16	--			
	1,812	38.24	2028.04.06	--			
	2,225	35.04	2029.02.26	--			
	2,650	12.88	2030.02.26	--			
	3,315	15.72	2031.02.26	--			
	3,543	16.84	2031.12.01	--			
	5,434	5.16	2033.02.28				
Alain Trudeau	3,315	15.72	2031.02.26	--	--	--	13,426
	3,543	16.84	2031.12.01	--			
	5,434	5.16	2033.02.28				
Dale Weil	3,749	26.92	2027.05.16	--	--	--	2,202
	1,812	38.24	2028.04.06	--			
	2,225	35.04	2029.02.26	--			
	2,650	12.88	2030.02.26	--			
	3,315	15.72	2031.02.26	--			
	3,543	16.84	2031.12.01	--			
	5,434	5.16	2033.02.28				

(1) The value of unexercised in-the-money options at fiscal year-end is the difference between the closing price of the Common Shares on the TSX on November 30, 2023 (CAD 2.15), and the respective exercise price of the options. These amounts were calculated in CAD and were converted into U.S. dollars using the average exchange rate for the year ended November 30, 2023, where CAD1.00 = $0.7404.

(2) Share-based awards are comprised of DSUs issued under the DSU Plan. The market or payout value of share-based awards that have vested as at November 30, 2023, is determined by multiplying the closing price of the Common Shares on the TSX as at November 30, 2023 (CAD 2.15) by the number of share-based awards held as at November 30, 2023. The actual payout value will vary based on the date on which the DSUs will be redeemed. The market value was calculated in CAD and was converted into U.S. dollars using the average exchange rate for the year ended November 30, 2023, where CAD1.00 = $0.7404.

(3) The exercise price of Joseph Arena's stock options is denominated in U.S. dollars as Mr. Arena is a U.S. resident and the exercise price of his stock options is based on the closing price of the Corporation's Common Shares on the Nasdaq.

Incentive Plan Awards – Value Vested or Earned During the Year

The table below details the value vested or earned during the fiscal year ended November 30, 2023, under each incentive plan for each of the directors who was not employed on a full-time basis by the Corporation as at that date.

Name	Option-based awards – Value vested during the year[(1)] ($)	Share-based awards – Value vested during the year[(2)] ($)	Non-equity incentive plan compensation – Value earned during the year ($)
Joseph Arena	Nil	Nil	--
Frank Holler	Nil	10,693	--
Gérald A. Lacoste	Nil	Nil	--
Andrew Molson	Nil	22,586	--
Dawn Svoronos	Nil	Nil	--
Alain Trudeau	Nil	45,689	--
Dale Weil	Nil	Nil	--

(1) All options granted to directors vest as at the date of grant and the exercise price of these options was the closing price of the Common Shares on February 28, 2023, on the TSX (CAD 5.16). On February 28, 2023, the date of grant of the options, the closing price of the Common Shares on the TSX was CAD 5.16.

(2) Share-based awards are comprised of DSUs issued under the DSU Plan. No DSU was issued in the last fiscal year. The value of share-based awards is determined by multiplying the closing price of the Common Shares on the TSX on the date(s) of grant by the number of share-based awards held as at such date since DSUs vest as at the date of grant.

Compensation Discussions and Analysis of Executive Officers

Objectives of the Compensation Program

The objectives of the compensation program ("Compensation Program") for the Executive Officers of the Corporation aim at attracting, retaining, engaging and rewarding executive officers. The Corporation is committed to an overall compensation policy that is competitive and drives business performance while taking into consideration shareholders' interests.

What the Compensation Program is Designed to Reward

The Compensation Program is designed to reward Executive Officers for (i) implementing strategies, both in the short and the long term, to realize the business plan of the Corporation, (ii) meeting the annual objectives of the Corporation and those of each Executive Officer, and (iii) enhancing shareholder value.

The Compensation Program provides reasonable and competitive total executive compensation. Remuneration and incentive components are established to compete with remuneration practices of similar companies that are involved in the biopharmaceutical and pharmaceutical industries, as well as certain other companies involved in other industries where the skills and knowledge of an executive officer may be used. The Corporation tries to provide its Executive Officers with total compensation at the median level of these other companies. To that end, from time to time, the Compensation Committee retains independent compensation consultants to benchmark the Compensation Program made available to its directors and Executive Officers. See "Item 6B – Compensation – Compensation Discussions and Analysis of Executive Officers – Compensation Consultant" below.

In designing the Compensation Program of Executive Officers, the Compensation Committee assesses the short-term and long-term risks associated with such program. The Compensation Program tries to strike a balance between the attainment of short-term and long-term goals by providing Executive Officers with short-term incentive awards and long-term incentive awards. Recommendations made by the Compensation Committee with respect to the Compensation Program are reviewed by the Board to ensure a fair balance between the short-term and long-term compensation components. For the fiscal year ended November 30, 2023, the Board did not identify any risk arising from the Corporation's Compensation Program, its policies and practices in determining compensation that are reasonably likely to have a material adverse effect on the Corporation.

When and How Is Compensation Determined

Compensation is determined at the end or at the beginning of each fiscal year, usually in November or December. The Compensation Committee meets to determine the base salary of Executive Officers for such fiscal year. During this meeting, the Compensation Committee also reviews the performance of the Corporation and the performance of each of its Executive Officers for the last completed fiscal year to determine whether an Executive Officer is entitled to the payment of a bonus. At such meeting, the Compensation Committee also assesses whether stock options should be granted to each Executive Officer and the number, if any. The determination by the Compensation Committee of (i) the annual base salary for the ensuing fiscal year; (ii) the payment of a bonus for the last completed fiscal year; and (iii) the grant (and number) of stock options for each Executive Officer is reviewed by the Board that has discretion to approve, disapprove or change the determination made by the Compensation Committee for each Executive Officer.

Elements of Compensation Program

The major elements of the Compensation Program are base salary, short-term performance reward program that takes the form of cash bonuses, and long-term incentive awards that take the form of stock option grants.

Annual Base Salary

Base salaries for each of the Executive Officers are based on the experience, expertise and competencies of each Executive Officer, as well as on a review from time to time of annual salaries paid to persons holding the position and/or playing roles in other organizations similar to those played by the Executive Officers of the Corporation. Base salaries may also be based on reports from compensation consultants retained by the Corporation from time to time.

Performance Reward Program

The short-term performance reward program is designed to recognize the contribution of each Executive Officer in helping the Corporation achieve its corporate objectives and to increase its value. Usually, bonuses are paid based on the achievement of the Corporation's annual corporate objectives and the achievement of an Executive Officer's personal objectives. The Compensation Committee has discretion in recommending the payment of bonuses to an Executive Officer based on his/her overall performance. Corporate objectives are usually set by the Board early in the fiscal year. Although corporate objectives are determined early in the fiscal year, the Board has discretion to take into consideration certain events that can occur during such year leading to a change in priorities.

Long-Term Incentive Programs

The long-term incentive program of the Corporation for its Executive Officers is comprised of the Option Plan and the DSU Plan.

Option Plan

The Option Plan was originally adopted in December 1993, and was subsequently amended from time to time to attract, retain and engage employees in key positions and align their interests with those of the Corporation's shareholders by allowing optionees to participate in the increased value of the Common Shares. See "Item 6B – Compensation – Description of the Option Plan" below for a description of the Option Plan.

The number of options granted under the Option Plan is determined by various factors, including: (i) the position held by each Executive Officer; (ii) the potential contribution of an Executive Officer in achieving the Corporation's objectives; (iii) the financial value of the options at the time of assessing a grant of options as part of the total compensation paid to an Executive Officer; (iv) the available pool of options remaining available for grants; and (v) comparator benchmarking.

Compensation Consultant

In the fiscal year ended November 30, 2023, the Compensation Committee retained the services of Gallagher ("Gallagher") (formerly, PCI Compensation Consulting), an independent third-party consulting firm, to update the executive compensation market positioning analysis conducted in the Fall of 2022 ("2022 Gallagher Report"), to review the market long-term incentive plan practices and to benchmark the Executive Officers' Compensation with reference market practices. The objective of the analysis was to determine if the base salary adjustments and the increased number of options granted in February 2023 bridged the gap to market.

Peer Groups

Gallagher collected market data on the total compensation paid to executive officers of both publicly traded Canadian and U.S. companies, with a strong focus on those with a Canadian domicile. All the publicly traded companies used as a reference point were selected after taking into consideration the following criteria:

- biotechnology activities, some oncology-related while others in different activities;
- market capitalization between $100 million to $3 billion;
- revenue, pipeline status, research and development expenses, number of employees, cash and cash equivalent.

The following Canadian companies were used as the main reference market ("Reference Market"):

- Knight Therapeutics Inc.;
- HLS Therapeutics;
- Zymeworks Inc.;
- Bellus Health Inc.;
- Xenon Pharmaceuticals Inc.;
- Oncolytics Biotech Inc.;
- Repare Therapeutics Inc.;
- Essa Pharma;
- Aurinia Pharmaceuticals Inc.;
- Aptose BioScience;
- Milestone Pharmaceuticals Inc.

The following U.S. companies, not part of the Reference Market, were used for complementary information only:

- Urogen Pharma Ltd.;
- Olema Pharmaceuticals Inc.;
- Verastem Inc.;
- BioAtla, Inc.;
- G1 Therapeutics;
- Silverback Therapeutics, Inc;
- Kura Oncology Inc;
- ORIC Pharmaceuticals, Inc.;
- Pyxis Oncology, Inc.;
- Cardiff Oncology, Inc.;
- Oncternal Therapeutics, Inc;
- Rubius Therapeutics, Inc;
- Athenex Inc.

The review conducted by Gallagher in the fiscal year ended November 30, 2023, and their report ("2023 Gallagher Report") provided to the Compensation Committee led the Compensation Committee to recommend to the Board to substantially increase the long-term incentive compensation paid to Executive Officers. The report concluded that the number and value of stock options granted to Executive Officers of the Corporation was still substantially below the number and value of stock options granted to executive officers of companies forming part of the Reference Market.

Except for compensation services provided to the Corporation, Gallagher has not provided other services to the Corporation and, to the knowledge of the Corporation, to any of its directors and Executive Officers.

All services provided to the Corporation by compensation consultants must be approved by the Compensation Committee or the Board.

The table below details the aggregate fees billed to the Corporation for the two most recently completed fiscal years by the compensation consultant retained during these periods to assist in the determination of the compensation paid to any of the Corporation's directors and/or Executive Officers:

Name	Fees	Fiscal year ended November 30, 2023[(1)]	Fiscal year ended November 30, 2022[(2)]
Gallagher	Executive Compensation – Related Fees	$17,311	$75,228
	All Other Fees	$2,369	$10,280

(1) The fees were paid in CAD and were converted into U.S. dollars using the average exchange rate for the year ended November 30, 2023, where CAD1.00 = $0.7404.

(2) The fees were paid in CAD and were converted into U.S. dollars using the average exchange rate for the year ended November 30, 2022, where CAD1.00 = $0.7722.

Determination of Total Compensation Paid to Executive Officers in the Fiscal Year Ended November 30, 2023

Annual Base Salary

The annual base salary of each Executive Officer for the fiscal year ended November 30, 2023, was determined at the November 2022 Compensation Committee and Board meetings.

The adjustments to the Executive Officers' annual base salaries were based on the executive market positioning analysis contained in the 2023 Gallagher Report.

Performance Reward Program

For the fiscal year ended November 30, 2023, the Compensation Committee recommended to the Board, which agreed with the recommendation, that the payment to Executive Officers of bonuses based on financial metrics be paid after approval by the Board of Directors of the annual audited consolidated financial statements of the Corporation.

For the fiscal year ended November 30, 2023, except for the President and Chief Executive Officer, the payment of bonuses for Executive Officers was based as to 30% on the achievement of corporate objectives and as to 40% on the achievement of individual objectives. The achievement of financial targets and corporate milestones each accounted for 30% of the total bonus.

Financial targets were based as to 15% on the attainment of pre-determined consolidated revenues and as to 15% on the attainment of Adjusted EBITDA targets. The Adjusted EBITDA targets are not disclosed since the Corporation did not provide any specific Adjusted EBITDA targets as part of its financial guidance in the last fiscal year.

The table below details the bonus payout percentage based on the attainment of the consolidated revenue targets and the Adjusted EBITDA targets for all Executive Officers:

Bonus Payout			
Pre-Determined Consolidated Revenue Target		**Pre-Determined Adjusted EBITDA Target**	
Achievement ($ in Million)	**Payment (%)**	**Achievement (%)**	**Payment (%)**
96.0+	110	>100	110
91.0-96.0	100	50-100	100
86.5-91.0	95	(100)-50	95
81.5-86.5	90	(150)-(100)	90
76.5-81.5	85	(200)-(150)	85
		(233)-(200)	80
		(267)-(233)	75
		(300)-(267)	70

Below is a description of the 2023 corporate milestones for the fiscal year ended November 30, 2023, for all Executive Officers:

2023 Corporate Milestones	
Strategic Imperatives	**Area of Focus**
Commercial Excellence	Leverage the Corporation's commercial infrastructure to grow the top line and ensure profitability of the in-line business.
Pipeline Development	Continue to successfully deliver life-cycle initiatives while advancing pipeline activities for future growth.
Financing and Business Development	Secure capital to ensure continued solvency and to allow pursuing key company objectives related to growth and pipeline.
Human Capital Strategy	Drive an effective and committed organization through company culture and continuous improvement.

The achievement of the individual objectives of each Executive Officer was left at the discretion of the Compensation Committee based on an initial assessment made by the President and Chief Executive Officer.

For the President and Chief Executive Officer, the objectives were weighed differently than for the Executive Officers, namely: (i) 20% was related to the delivery of pre-determined consolidated revenue targets; (ii) 30% was related to the delivery of Adjusted EBITDA targets; (iii) 20% was related to capital market activities, including equity financing; (iv) 10% was related to business development activities; (v) 10% was related to pipeline development activities; and (vi) 10% was related to human resources activities,

including talent retention. The Compensation Committee determines the President and Chief Executive Officer's achievement of the non-financial objectives.

Both the Board and Compensation Committee believe that discretion is a valid component in their assessment of the achievement of the Corporation's corporate objectives and in the achievement of an individual's objectives, especially when unplanned events occur during a fiscal year.

Discretion allows the Board and the Compensation Committee to review the achievement of all objectives set forth at the beginning of a fiscal year and to assess such objectives against all other activities carried out during the year to meet such objectives. In addition, discretion is afforded to the President and Chief Executive Officer to assess the capacity of each Executive Officer to adapt, react, respond and act in the best interests of the Corporation when unplanned events occur. However, to avoid too large a discretion to the President and Chief Executive Officer and limit potential bias in the determination of the performance of an executive officer's overall performance, all recommendations made by the President and Chief Executive Officer are reviewed by the Compensation Committee, and may be modified before any recommendation is made to the Board of Directors.

In December 2023 and in February 2024, both the Compensation Committee and the Board reviewed the achievement of the Corporation' objectives and determined that the overall corporate result score was set at 63.8% of target. For Executive Officers (excluding the President and Chief Executive Officer), combined with the achievements of each individual objectives, the percentage of bonus to be paid varied from 67% to 75%. Based on the abovementioned objectives for the President and Chief Executive Officer and due to a higher importance attributed to financial performance and capital market activities, the Board determined that his overall result score was set at 82% of target. Consistent with its decision to wait for the approval by the Board of Directors of the annual audited consolidated financial statements of the Corporation before making any payment, none of the proposed bonuses to Executive Officers, including the President and Chief Executive Officer, have been paid. The annual audited consolidated financial statements of the Corporation were approved by the Board on February 20, 2024, and the bonuses are expected to be paid shortly.

The table below details for each of the President and Chief Executive Officer, the Senior Vice President and Chief Financial Officer and the three most highly compensated Executive Officers of the Corporation ("Named Executive Officers"), the percentage of their annual base salary which may be paid as bonus, the targeted bonus that each of them may receive, the actual bonus earned during the fiscal year ended November 30, 2023 and to be paid in 2024 and the percentage of the target bonus to be paid in 2024.

Name	Percentage of Annual Base Salary Payable Bonus (%)	Target Bonus ($)	Bonus Paid[1] ($)	Percentage of Target Bonus Paid (%)
Paul Lévesque, President and Chief Executive Officer	75	494,576	405,553	82
Philippe Dubuc, Senior Vice President and Chief Financial Officer	40	133,289	100,067	75
Christian Marsolais, Senior Vice President and Chief Medical Officer	40	135,937	95,537	70
John Leasure, Global Commercial Officer	40	133,647	89,651	67
Jocelyn Lafond General Counsel and Corporate Secretary	33	84,049	62,376	74

(1) These amounts will be paid in CAD in February 2024 and have been converted into U.S. dollars for illustrative purposes only using the average exchange rate for the year ended November 30, 2023, where CAD 1.00 = $ 0.7404.

The table below details all components of the compensation paid to the Named Executive Officers for the fiscal years ended November 30, 2023, November 30, 2022, and November 30, 2021. Except as described in the notes below, these amounts were paid in Canadian dollars and were converted into U.S. dollars using the average exchange rate for the fiscal year ended November 30, 2023 (CAD 1.00 = $0.7404), November 30, 2022 (CAD 1.00 = $0.7722), and November 30, 2021 (CAD 1.00 = $0.7979).

For the fiscal year ended November 30, 2023, the Corporation changed the method to report the value of option-based awards indicated under the column "Option-based awards" in the table below to align with market practices. In the past, the Corporation reported the value of option-based awards on the date those were reserved for future issuances if the Corporation was unable to grant those option-based awards because of black-out periods. The fair value of the option-based awards on the date of grant was reported in a footnote to the table. Typically, option-based awards were reserved in the fiscal year for which the report on compensation was included, while the grant date occurred in the subsequent fiscal year. To align with market practices, the Corporation has decided to report the value of option-based awards when grants actually occur and to use the same hypotheses as those contained in the Audited Financial Statements. As a result, option-based awards reported in this document for the fiscal year ended November 30, 2023, are those granted on February 28, 2023 (rather than those reserved in November 2023 for grant in the fiscal year 2024), and option-based awards reserved in November of 2023 will only be reported with respect to the fiscal year ending November 30, 2024, if granted during such fiscal year. Moreover, corresponding adjustments to use the value on the date of grant have been made in the table below with respect to option-base awards for the fiscal years ended November 30, 2022, and 2021.

Name and principal position	Year	Salary ($)	Share-based awards ($)	Option-based awards[1][2][3] ($)	Non-equity incentive plan compensation ($)		Pension value[4] ($)	All other compensation[5] ($)	Total compensation ($)
					Annual Incentive plans	Long-term Incentive plans			
Paul Lévesque	2023	658,524	--	695,976[6]	405,553	117,572[7]	22,790	--	1,900,415
President and Chief Executive Officer	2022	656,885	--	917,188[8]	535,526	117,572	22,556	--	2,249,727
	2021	638,778	--	543,579[9]	480,059	117,572	22,337	--	1,802,325
Philippe Dubuc	2023	332,246	--	208,793[10]	100,067	--	13,394	--	654,500
Senior Vice President and Chief	2022	311,016	--	358,466[11]	138,743	--	11,301	--	819,526
Financial Officer	2021	279,003	--	163,609[12]	112,946	--	11,169	--	566,727
Christian Marsolais	2023	339,068	--	208,793[13]	95,537	--	13,394	--	656,792
Senior Vice President and Chief Medical	2022	328,185	--	358,466[14]	138,625	--	11,301	--	836,577
Officer	2021	271,995	--	212,670[15]	110,110	--	11,169	--	605,944
John Leasure[16]	2023	331,258	--	170,000[17]	89,651	--	13,394	--	604,303
Global Commercial Officer	2022	313,911[18]	--	310,664[19]	148,574	--	7,808	51,463[20]	832,420
	2021	207,635[21]	--	52,069[22]	85,545	--	--	--	345,249
Jocelyn Lafond	2023	253,918	--	139,195[23]	62,376	--	13,394	--	468,883
General Counsel and Corporate	2022	239,307	--	252,917[24]	86,554	--	11,301	--	590,079
Secretary	2021	241,005	--	141,330[25]	79,693	--	11,169	--	473,197

(1) **Fiscal Year 2023**: A total of 512,500 options were granted to the Named Executive Officers on February 28, 2023 as part of the long-term incentive compensation program of the Corporation. The value of the options set forth in this column represents the value of the options on the date of grant based on the Black Scholes model using the following assumptions, except with respect to the 62,500 options granted to Mr. Leasure:

(i)	Risk-free interest rate:	3.33%
(ii)	Expected volatility:	64.3%
(iii)	Average option life in years:	9.5 years
(iv)	Expected dividends:	--
(v)	Grant date share price:	CAD 5.16
(vi)	Option exercise price:	CAD 5.16
(vii)	Grant date fair value:	CAD 3.76

The 62,500 options granted to Mr. Leasure on February 28, 2023, were issued with an exercise price denominated in U.S. dollars and the value of those options as at that date was determined using the Black-Scholes model with the following assumptions:

(i)	Risk-free interest rate:	3.92%
(ii)	Expected volatility:	62.0%
(iii)	Average option life in years:	9.5 years
(iv)	Expected dividends:	--
(v)	Grant date share price:	$3.80
(vi)	Option exercise price:	$3.80
(vii)	Grant date fair value:	$2.72

(2) **Fiscal Year 2022**: A total of 241,132 options were granted to the Named Executive Officers on December 1, 2021 as part of the long-term incentive compensation program of the Corporation. The value of the options set forth in this column represents the value of the options on the date of grant based on the Black Scholes model using the following assumptions, except with respect to the 33,333 options granted to Mr. Leasure:

(i)	Risk-free interest rate:	1.57%
(ii)	Expected volatility:	65.87%
(iii)	Average option life in years:	9 years
(iv)	Expected dividends:	--
(v)	Grant date share price:	CAD 16.84
(vi)	Option exercise price:	CAD 16.84
(vii)	Grant date fair value:	CAD 11.76

The 33,333 options granted to Mr. Leasure on December 1, 2021, were issued with an exercise price denominated in U.S. dollars and the value of those options as at that date was determined using the Black-Scholes model with the following assumptions:

(i)	Risk-free interest rate:	1.44%
(ii)	Expected volatility:	67.23%
(iii)	Average option life in years:	9 years
(iv)	Expected dividends:	--
(v)	Grant date share price:	$13.20
(vi)	Option exercise price:	$13.20
(vii)	Grant date fair value:	$9.32

(3) **Fiscal Year 2021**: A total of 118,748 options were granted to the Named Executive Officers on February 26, 2021, as part of the long-term incentive compensation program of the Corporation. No option was granted to Mr. Leasure on that date since he was not an employee of the Corporation. The value of the options set forth in this column represents the value of the options on the date of grant based on the Black Scholes model using the following assumptions:

(i)	Risk-free interest rate:	1.36%
(ii)	Expected volatility:	70.51%
(iii)	Average option life in years:	8.5 years
(iv)	Expected dividends:	--
(v)	Grant date share price:	CAD 15.72
(vi)	Option exercise price:	CAD 15.72
(vii)	Grant date fair value:	CAD 11.20

A total of 5,379 options were granted to Mr. John Leasure on July 27, 2021. These options were issued with an exercise price denominated in U.S. dollars and the value of those options as at that date was determined using the Black-Scholes model with the following assumptions:

(i)	Risk-free interest rate:	1.24%
(ii)	Expected volatility:	67.95%
(iii)	Average option life in years:	8.5 years
(iv)	Expected dividends:	--
(v)	Grant date share price:	$13.92
(vi)	Option exercise price:	$13.92
(vii)	Grant date fair value:	$9.68

(4) Pension value consists of the amount of the contribution made by the Corporation to a Named Executive Officer's registered retirement savings plan. The Corporation has a group-RRSP for all of its employees under which the Corporation matches every dollar invested by an employee in such group-RRSP but up to three percent (3%) of the annual base salary of each employee, except with respect to (i) Executive Officers where the Corporation's contribution is not subject to such three percent (3%) limit and (ii) Mr. Paul Lévesque. Under the terms of Mr. Lévesque's employment agreement, the Corporation agreed to contribute on an annual basis to Mr. Lévesque's RRSP to the fullest amount permissible under Canadian laws.

(5) All other compensation includes perquisites and other form of compensation (such as retention or signing bonuses) not described in the other columns. Except with respect to Mr. Leasure (see note 20 below), perquisites for each Named Executive Officer have not been included since they do not meet the prescribed threshold of the lesser of CAD 50,000 and 10% of each of the respective Named Executive Officer's salary in the last fiscal year.

(6) Represents the value of 250,000 options granted on February 28, 2023.

(7) On December 21, 2020, the Corporation and Paul Lévesque entered into a retention bonus agreement ("Retention Agreement") pursuant to which the Corporation agreed to pay Mr. Paul Lévesque the amount of $352,716 in three (3) equal installments of $117,572 over a three (3) year period on each anniversary date of his employment date (April 6, 2020) with the Corporation. The entire payment of $117,572 was made as at the date of this Annual Report. The Retention Agreement was entered into, among other things, as a result of the role Mr. Lévesque was asked to take on with the departure of the chief commercial officer of the Corporation when Mr. Lévesque joined the Corporation.

(8) Represents the value of 101,000 options granted on December 1, 2021.

(9) Represents the value of the 60,827 options granted on February 26, 2021.

(10) Represents the value of 75,000 options granted on February 28, 2023.

(11) Represents the value of 39,474 options on December 1, 2021.

(12) Represents the value of 18,308 options granted on February 26, 2021.

(13) Represents the value of 75,000 options reserved for issuance on February 28, 2023.

(14) Represents the value of 39,474 options granted on December 1, 2021.

(15) Represents the value of 23,798 options granted on February 26, 2021.

(16) Mr. Leasure joined the Corporation's wholly-owned subsidiary, Theratechnologies U.S., Inc., as Global Commercial Officer, on March 29, 2021. Effective April 11, 2022, Mr. Leasure ceased being employed by this wholly-owned subsidiary and he became an employee of the Corporation as Global Commercial Officer.

(17) Represents the value of 62,500 options granted on February 28, 2023.

(18) Mr. Leasure's annual base salary was set at CAD 402,062. This salary was paid by Theratechnologies U.S., Inc. from December 1, 2021, until April 11, 2022 ($98,969) and by the Corporation ($214,942) beginning on April 11, 2022.

(19) Represents the value of 33,333 options granted on December 1, 2021.

(20) As a U.S. resident, Mr. Leasure's employment agreement with the Corporation provides for tax equalization payments with respect to his annual base salary and bonus to the extent the tax rate in his home State is lower than the combined federal and provincial tax rate in Canada.

(21) Mr. Leasure's annual base salary was set at $305,000. The amount was prorated and represents his annual base salary earned between March 29, 2021, and November 30, 2021.

(22) Represents the value of 5,379 options granted on July 27, 2021, as inducement to enter into his employment agreement.

(23) Represents the value of 50,000 options granted on February 28, 2023.

(24) Represents the value of 27,851 options granted on December 1, 2021.

(25) Represents the value of 15,815 options granted on February 26, 2021.

Description of Option Plan

The Option Plan is designed to attract, retain, motivate and reward the services of key personnel. The persons eligible to receive options under the Option Plan are the directors, senior executives and key employees of the Corporation and its subsidiaries, as well as consultants who work on behalf of the Corporation.

The Board administers the Option Plan, provided that the Board may, from time to time, solicit and/or accept recommendations regarding the Option Plan made by the Compensation Committee. The Board has discretion to designate the optionees and determine the number of Common Shares underlying these options, the vesting period, the exercise price and the expiry date of each option, as well as all other related matters, the whole in compliance with the terms of the Option Plan and applicable legislative provisions established by securities regulatory authorities. The Board is not bound by the recommendations made by the Compensation Committee with respect to the abovementioned matters.

The Option Plan currently provides that the number of Common Shares authorized to be issued thereunder, together with all other security-based compensation arrangements of the Corporation, may not exceed 17% of the issued and outstanding Common Shares, on a non-diluted basis, as calculated on the date of grant. Because options exercised or cancelled become available again for future grant, the Option Plan is considered an "evergreen" plan and, under the TSX requirements, the TSX requires that the Option Plan be submitted to shareholders of the Corporation for ratification every three (3) years.

The Option Plan provides that the number of Common Shares set aside for the exercise of options by one individual may not represent more than 5% of the issued and outstanding Common Shares. Further, the number of Common Shares issuable to insiders, at any time, under all security-based compensation arrangements of the Corporation, cannot exceed 17% of the issued and outstanding Common Shares, and the number of Common Shares issued to Insiders, within any one-year period, under all security-based compensation arrangements, cannot exceed 17% of the issued and outstanding Common Shares. The Option Plan also provides that the total number of Common Shares set aside for the exercise of options to each non-employee director within any one-year period cannot exceed a value of CAD 100,000, calculated on the date of grant, and an aggregate value of CAD 150,000 under all security-based compensation arrangements, including the Option Plan.

The Option Plan provides that the exercise price at which the Common Shares may be purchased is determined by the Board on the date of grant, but such exercise price cannot be less than the "market price" of the Common Shares. Generally, under the Option Plan, the term "market price" means for options granted to (i) Canadian and non-US resident optionees, the closing price of the Common Shares on the TSX on the last trading day immediately preceding the date of grant; and (ii) US-resident optionees, the closing price of the Common Shares on the U.S. Nasdaq stock market on the last trading day immediately preceding the date of grant.

The Corporation does not provide any financial assistance to optionees. However, optionees may elect to undertake a "cashless exercise" of their options with the assistance of a broker, whereby the broker may sell on the open market a number of Common Shares issued as a result of an optionee's exercise of its options, as is necessary to fund and pay the Corporation an amount equal to the aggregate subscription price of the underlying Common Shares.

Unless otherwise determined by the Board, options vest as to 33 1/3% on each of the first, second and third anniversary date of the date of grant, starting twelve (12) months after the date of grant.

Unless otherwise determined by the Board, the options granted pursuant to the Option Plan may be exercised within a maximum period of ten (10) years following the date of grant, subject to applicable optionee termination provisions. The Option Plan provides that if the expiry date of an option falls during, or within ten (10) business days after the end of, a period imposed by the Corporation prohibiting the trading of securities of the Corporation, the term of the option is automatically extended to the end of the day on the tenth (10th) consecutive business day after the end of such restriction period.

The Option Plan provides that options can be exercised, with the Corporation's prior approval, by an optionee's retirement savings trust, registered retirement savings plans or registered retirement income fund, if the optionee is and remains the annuitant.

The Option Plan provides that, with respect to options granted before May 10, 2022:

(a) if an optionee's employment is terminated, other than for death, prior to the expiry date of his or her options, the optionee may exercise any or all unexercised vested options at any time until the earlier of (i) twelve (12) months following the date of termination of employment of the optionee, and (ii) the expiry date of such options; and

(b) if an optionee that is a non-employee director ceases to act as a director of the Corporation, other than for death, the optionee may exercise any or all unexercised vested options at any time until the earlier of (i) twelve (12) months following the public disclosure of the quarterly financial statements of the Corporation made after the date such director ceased to act as such, and (ii) the expiry date of such options.

The Option Plan further provides that, with respect to options granted on or after May 10, 2022:

(a) if, prior to the expiry date of his or her options, an optionee other than a non-employee director ceases to be an employee or consultant other than for Cause (as defined in the Option Plan) or death, such optionee's unexercised vested options as at the Date of Termination of Employment (as defined in the Option Plan) be exercisable at any time until the earlier of (i) twelve (12) months following the Date of Termination of Employment, and (ii) the expiry date of such options;

(b) if, prior to the expiry date of his or her options, an optionee that is a non-employee director ceases to be a director of the Corporation, other than for Cause (as defined in the Option Plan) or death, such optionee's unexercised vested options as at the date on which such optionee ceased to act as director be exercisable at any time until the earlier of (i) twelve (12) months following the date such director ceased to hold office, and (ii) the expiry date of such options;

(c) if, prior to the expiry date of his or her options, an optionee ceases to be a director, employee or consultant for Cause (as defined in the Option Plan), (i) all unexercised options of such optionee, whether vested or unvested, be forfeited, cancelled and terminated as at the Date of Termination (as defined in the Option Plan), or, in the case of a director, the date on which he or she ceased to hold office, unless otherwise determined by the Board, and (ii) such optionee forfeit and repay the Corporation any compensation, gain or other value realized on the vesting, exercise or settlement of options or the sale of Common Shares acquired in respect of such options, since the date of first occurrence of the events, actions or facts that gave rise to the termination for Cause.

Whether options are granted before, on, or after May 10, 2022, if, prior to the expiry date of his or her options, an optionee ceases to act as an employee, director or consultant to the Corporation as a result of his or her death, such optionee's legal personal representative(s) may exercise any or all vested unexercised options on the date of death of the optionee at any time until the earlier of (i) twelve (12) months following the death of an optionee and (ii) the expiry date of such options.

The options granted in accordance with the Option Plan cannot be transferred, assigned or subject to any form of alienation, sale, pledge, hypothec or other encumbrance, except by will or other means in the event of the death of an optionee.

The Option Plan contains "clawback" provisions for options granted on or after May 10, 2022. The Option Plan provides that the Board may:

(a) cancel options granted to an optionee if such optionee, without the consent of the Corporation, (i) has engaged in or engages in activity that is in conflict with or adverse to the interests of the Corporation or its subsidiaries, including fraud or conduct having contributed to financial restatements or irregularities, or (ii) violates a non-competition, non-solicitation, non-disparagement or non-disclosure covenant with the Corporation or its subsidiaries, or if an optionee is terminated for Cause (as defined in the Option Plan); and

(b) determine that such optionee must forfeit any compensation, gain or other value realized on the vesting, exercise or settlement or transfer of options or Common Shares acquired in respect of such options, and repay such amounts to the Corporation.

Subject to the terms and conditions of the Option Plan and in compliance with the rules set forth by regulatory authorities, the Board can amend, suspend or terminate the Option Plan, or any outstanding option or portion of the Option Plan or of an option, without shareholder approval. Without limiting the generality of the foregoing, the Board may make the following types of amendments without seeking shareholder approval:

(a) amendments of a "housekeeping" or ministerial nature including, without limiting the generality of the foregoing, any amendment for the purpose of curing any ambiguity, error or omission in the Plan or to correct or supplement any provision of the Option Plan that is inconsistent with any other provision of the Option Plan;

(b) amendments necessary to comply with the provisions of applicable law (including, without limitation, the rules, regulations and policies of the TSX and/or Nasdaq);

(c) amendments necessary in order for options to qualify for favorable treatment under applicable taxation laws;

(d) amendments respecting administration of the Option Plan;

(e) any amendment to the vesting provisions of the Option Plan or any option, it being understood that in the event of the amendment to the vesting provisions of an option, the Board shall not be under any obligation to amend the vesting provisions of any other option;

(f) any amendment which reduces the exercise price or purchase price of an option held by an optionee who is not an Insider of the Corporation;

(g) any amendment to the early termination provisions of the Option Plan or any option, whether or not such option is held by an Insider, provided such amendment does not entail an extension beyond the original expiry date;

(h) the addition or modification of a cashless exercise feature, payable in cash or Common Shares;

(i) amendments necessary to suspend or terminate the Option Plan; and

(j) any other amendment, whether fundamental or otherwise, not requiring shareholder approval under applicable law or the Option Plan.

The following amendments require the approval of a majority of the voting shareholders of the Corporation present at a duly called shareholder meeting:

(a) any increase to the maximum number of Common Shares that may be issued under the Option Plan, including an increase to a fixed maximum percentage of Common Shares or a change from a fixed maximum percentage of Common Shares to a fixed maximum number;

(b) the reduction of the exercise price of options held by Insiders;

(c) the cancellation and reissue of options to the same individual;

(d) the extension of the period of time pursuant to which options may be exercised;

(e) any transfer and assignment of options other than in accordance with the Option Plan;

(f) the removal or increase of limits to the number of options that may be granted to Insiders; and

(g) the removal or increase of limits to the number of options that may be granted to non-employee directors; and

(h) any amendment to the amending provisions of the Option Plan.

The Option Plan contains language which aligns with best governance and market practices with respect to circumstances in which the vote of Insiders shall not be included when amendments to the Option Plan require shareholder approval.

During the fiscal year ended November 30, 2023, 996,128 options were granted under the Option Plan and, as at November 30, 2023, 2,053,928 options were issued and outstanding. As at February 20, 2024, there were 2,053,231 issued and outstanding options under the Option Plan which, if all exercised, would result in the issuance of 2,053,231 Common Shares, or 4.46% of all the issued and outstanding Common Shares as at that date.

The following table sets forth the information regarding the equity compensation plan of the Corporation as at November 30, 2023. As at November 30, 2023, the number of Common Shares issued and outstanding amounted to 45,980,019.

Plan Category	**Number of Securities to be Issued upon Exercise of Outstanding Options (% of Issued and Outstanding Share Capital)**	**Weighted-Average Exercise Price of Outstanding Options**	**Number of Securities Remaining Available for Future Issuance under Equity Compensation Plan (% of Issued & Outstanding Share Capital)**
Equity Compensation Plan Approved by Shareholders	2,053,928 (4.46%)	$8.14	5,762,675 (12.54%)
Equity Compensation Plans Not Approved by Shareholders	--	--	--
Total	**2,053,928 (4.46%)**	**$8.14**	**5,762,675 (12.54%)**

The following table sets forth the information regarding the burn rate of the Option Plan for the fiscal years ended November 30, 2023, 2022 and 2021, respectively. The burn rate reflects the potential dilutive effect of equity grants on the Corporation's outstanding equity over a certain period of time. The calculation below was made pursuant to Section 613(p) of the TSX Company Manual.

	2023	2022	2021
Burn Rate(1)	3.78%	2.71%	1.26%

(1) Total options granted under the Option Plan during the applicable fiscal year / weighted average number of Common Shares during this applicable fiscal year.

DSU Plan

On December 10, 2010, the Board adopted the DSU Plan for the benefit of its directors and Executive Officers ("Beneficiaries").

The goal of the DSU Plan is to increase the Corporation's ability to attract and retain high-quality individuals to act as directors or Executive Officers and better align the interests of the directors and Executive Officers with those of the shareholders of the Corporation in the creation of long-term value. The DSU Plan was also adopted to promote equity-based ownership in the Corporation.

Under the terms of the DSU Plan, Beneficiaries who are directors (including the Chair) are entitled to elect to receive all or part of their annual retainer as Board member in DSUs. The election is done on a quarterly basis. Beneficiaries who act as Executive Officers are entitled to elect to receive all or part of their annual cash bonus, if any, in DSUs.

The value of a DSU ("DSU Value") is equal to the average closing price of the Common Shares on the TSX on the date on which a Beneficiary determines that he desires to purchase or redeem DSUs and during the four previous trading days. Beneficiaries who act as directors have to elect to receive DSUs as complete or partial consideration of their annual retainer to act as Board members prior to each calendar quarter. Beneficiaries who act as Executive Officers are required to elect to purchase DSUs within 48 hours after having been notified of their annual cash bonus, if any.

DSUs may only be redeemed when a Beneficiary ceases to act as a director or an Executive Officer of the Corporation. On the date a Beneficiary ceases to act as a director or Executive Officer ("Redemption Date"), the Beneficiary is entitled to send a notice to the Corporation ("Redemption Notice") specifying the date on which the DSUs will be redeemed ("Payment Date"). The Payment Date must be no earlier than five (5) business days after the date on which the Corporation receives the Redemption Notice and no later than November 30 of the year following the Redemption Date. If a Beneficiary does not send a Redemption Notice prior to November 15 in the year following the Redemption Date, the DSU Plan provides that a Beneficiary will be deemed to have sent, and the Corporation received, a Redemption Notice on November 15 of that year. On the Payment Date, the Corporation must provide a Beneficiary with an amount in cash equal to the DSU Value as at the Payment Date. No Common Share is issued under the DSU Plan.

Beneficiaries may not sell, transfer or otherwise assign their DSUs or any rights associated therewith other than by will or in accordance with legislation regarding the vesting and partition of successions.

The Board administers the DSU Plan and the DSU Plan provides that the Board may delegate all or part of its obligations to the Compensation Committee or to any other committee of the Board.

To protect against fluctuations in DSU Value, the Corporation enters into cash settled forward contracts with an independent third party such that, upon a Payment Date, the Corporation is not exposed to the appreciation of the price of its Common Shares. The execution of such contracts requires the signature of two of the following Executive Officers: the President and Chief Executive Officer, the Vice President, Finance, and the General Counsel and Corporate Secretary.

As at November 30, 2023, and as at the date of this Annual Report, 24,878 DSUs were issued and outstanding.

Incentive Plan Awards

Outstanding Option-Based Awards and Share-Based Awards

During the fiscal year ended November 30, 2023, no DSUs were issued to the Named Executive Officers and 512,500 (2,050,000 pre-Consolidation) options to purchase Common Shares were granted to the Named Executive Officers. The table below details the outstanding option-based awards held by each of the Named Executive Officers as at November 30, 2023 and the value thereof as at that date, if any. Unless otherwise indicated, all amounts expressing a value in the table below were calculated in CAD and were converted into U.S. dollars using the exchange rate as at November 30, 2023 where CAD 1.00 = $0.7404.

	Option-Based Awards				**Share-Based Awards[1]**		
Name	**Number of securities underlying unexercised options (#)**	**Option exercise price (CAD)[2]**	**Option expiration date**	**Value of unexercised in-the-money options[3] ($)**	**Number of shares or units of shares that have not vested (#)**	**Market or payout value of share-based awards that have not vested ($)**	**Market or payout value of vested share-based awards not paid out or distributed[4] ($)**
Paul Lévesque President and Chief Executive Officer	121,855	11.48	2030.04.15	--	--	--	--
	60,827[5]	15.72	2031.02.26	--			
	101,000[6]	16.84	2031.12.01	--			
	250,000[7]	5.16	2033.02.28	--			
Philippe Dubuc Senior Vice President and Chief Financial Officer	43,750	8.04	2026.04.04	--	--	--	--
	10,000	23.84	2027.04.07	--			
	7,247	38.24	2028.04.06	--			
	8,325	35.04	2029.02.26	--			
	12,500	12.88	2030.02.26	--			
	18,308[8]	15.72	2031.02.26	--			
	39,474[9]	16.84	2031.12.01	--			
	75,000[10]	5.16	2033.02.28	--			
Christian Marsolais Senior Vice President and Chief Medical Officer	31,249	1.52	2022.12.20[11]	14,577	--	--	2,512[12]
	12,500	8.04	2026.04.04	--			
	10,000	23.84	2027.04.07	--			
	7,247	38.24	2028.04.06	--			
	8,325	35.04	2029.02.26	--			
	12,500	12.88	2030.02.26	--			
	25,000	12.88	2030.02.26	--			
	23,798[13]	15.72	2031.02.26	--			
	39,474[14]	16.84	2031.12.01	--			
	75,000[15]	5.16	2033.02.28	--			
John Leasure Global Commercial Officer	5,379[16]	13.92	2031.07.27	--	--	--	--
	33,333[17]	9.32	2031.12.01	--			
	62,500[18]	3.80	2033.02.28	--			
Jocelyn Lafond General Counsel and Corporate Secretary	33,750	1.52	2022.12.20[19]	12,244	--	--	1,990[20]
	7,500	8.04	2026.04.04	--			
	3,750	23.84	2027.04.07	--			
	3,623	38.24	2028.04.06	--			
	4,450	35.04	2029.02.26	--			
	6,975	12.88	2030.02.26	--			
	15,815[21]	15.72	2031.02.26	--			
	27,851[22]	16.84	2031.12.01	--			
	50,000[23]	5.16	2033.02.28	--			

(1) Share-based awards are comprised of DSUs issued under the DSU Plan.

(2) The exercise price of the options granted to John Leasure is expressed in U.S. dollars.

(3) The value of unexercised in-the-money options is determined by multiplying the difference between the exercise price of the options and the closing price of the Common Shares on the TSX on November 30, 2023 (CAD2.15), and, in the case of Mr. Leasure, the Nasdaq ($1.58), by the number of options held and vested as at November 30, 2023.

(4) The market or payout value of share-based awards that have vested as at November 30, 2023 is determined by multiplying the closing price of the Common Shares on the TSX on November 30, 2023 (CAD2.15) by the number of share-based awards held as at November 30, 2023. DSUs may only be redeemed when a Beneficiary leaves his/her position with the Corporation.

(5) 20,275 options vested on February 26, 2022, and 20,276 options vested on February 26, 2023. 20,276 options will vest on February 26, 2024. Therefore, as at November 30, 2023, 20,276 options could not be exercised.

(6) 33,666 options vested on December 1, 2022. 33,667 options will vest on December 1, 2023, and on December 1, 2024, respectively. Therefore, as at November 30, 2023, 67,334 options could not be exercised.

(7) 83,333 options will vest on February 28, 2024, and on February 28, 2025, respectively, and 83,334 options will vest on February 28, 2026. Therefore, as at November 30, 2023, none of these options could be exercised.

(8) 6,102 options vested on February 26, 2022, and 6,103 options vested on February 26, 2023. 6,103 options will vest on February 26, 2024. Therefore, as at November 30, 2023, 6,103 options could not be exercised.

(9) 13,158 options vested on December 1, 2022, and an equal number of options will vest on December 1, 2023, and on December 1, 2024, respectively. Therefore, as at November 30, 2023, 26,316 options could not be exercised.

(10) 25,000 options will vest on each of February 28, 2024, February 28, 2025, and February 28, 2026. Therefore, as at November 30, 2023, none of these options could be exercised.

(11) Pursuant to the Option Plan, since these options were scheduled to expire during a black-out period, the term of these options was extended to end on the tenth (10^{th}) consecutive business day following the expiry of a black-out period. Since December 20, 2022, no ten (10) consecutive business day period elapsed during which the Corporation was not in a black-out period.

(12) Represents 1,578 DSUs granted on December 15, 2010.

(13) 7,932 options vested on February 26, 2022, and 7,933 options vested on February 26, 2023. 7,933 options will vest on February 26, 2024. Therefore, as at November 30, 2023, 7,933 options could not be exercised.

(14) 13,158 options vested on December 1, 2022. 13,158 options will vest on December 1, 2023, and December 1, 2024, respectively. Therefore, as at November 30, 2023, 26,316 options could not be exercised as at November 30, 2023.

(15) 25,000 options will vest on each of February 28, 2024, February 28, 2025, and February 28, 2026. Therefore, as at November 30, 2023, none of these options could be exercised.

(16) 1,793 options vested on each of July 27, 2022, and July 27, 2023. 1,793 options will vest on July 27, 2024. Therefore, as at November 30, 2023, 1,793 options could not be exercised.

(17) 11,111 options vested on December 1, 2022, and 11,111 options will vest on each of December 1, 2023, and December 1, 2024. Therefore, as at November 30, 2023, 22,222 options could not be exercised.

(18) 20,833 options will vest on each of February 28, 2024, and February 28, 2025. 20,834 options will vest on February 28, 2026. Therefore, as at November 30, 2023, none of these options could be exercised.

(19) See note 11 above.

(20) Represents 1,250 DSUs granted on December 15, 2010.

(21) 5,271 options vested on February 26, 2022, and 5,272 options vested on February 26, 2023. 5,272 options will vest on February 26, 2024. Therefore, as at November 30, 2023, 5,272 options could not be exercised.

(22) 9,283 options vested on December 1, 2022. 9,284 options will vest on each of December 1, 2023, and December 1, 2024, respectively. Therefore, as at November 30, 2023, 18,568 options could not be exercised.

(23) 16,666 options will vest on February 28, 2024, and 16,667 options will vest on each of February 28, 2025, and February 28, 2026, respectively. Therefore, as at November 30, 2023, none of these options could be exercised.

Incentive Plan Awards – Value vested or earned during the year

The table below shows the value vested or earned during the fiscal year ended November 30, 2023, under each incentive plan for each of the Named Executive Officers.

Name	Option-based awards- Value vested during the year [1] ($)	Share-based awards- Value vested during the year ($)	Non-equity incentive plan compensation- Value earned during the year [2] ($)
Paul Lévesque President and Chief Executive Officer	Nil	Nil	405,553
Philippe Dubuc Senior Vice President and Chief Financial Officer	Nil	Nil	100,067
Christian Marsolais Senior Vice President and Chief Medical Officer	Nil	Nil	95,537
John Leasure Global Commercial Officer	Nil	Nil	89,651

Name	Option-based awards- Value vested during the year [1] ($)	Share-based awards- Value vested during the year ($)	Non-equity incentive plan compensation- Value earned during the year [2] ($)
Jocelyn Lafond General Counsel and Corporate Secretary	Nil	Nil	62,376

(1) The value is determined by assuming that the options that vested during the financial year ended November 30, 2023, would have been exercised on their vesting date if they were in-the-money on that date. The value corresponds to the difference between the closing price of the Common Shares on the TSX, or the Nasdaq, as the case may be, on the vesting date and the exercise price of the options that vested on that date. The closing price of the Common Shares on the TSX and Nasdaq was lower than the exercise price of the options that vested during the financial year ended November 30, 2023, and, accordingly, no value was recorded.

(2) Except as detailed in the note below, the value was calculated in Canadian dollars and converted into U.S. dollars using the average exchange rate for the fiscal year ended November 30, 2023, where CAD 1.00 = $0.7404.

Summary of Employment Agreements - Termination and Change of Control Provisions

Below is a summary of the employment agreements of each of the Named Executive Officers together with a table detailing the value of the severance payment that would be payable by the Corporation to each of them pursuant to his employment agreement if one of the events described in the table had occurred on November 30, 2023. Except with respect to Mr. John Leasure and except as disclosed in the notes to the tables below, the amounts set forth in the tables below under "Severance" and under "Value of Stock Options" and "Value of Share-Based Awards" were calculated in CAD and were converted into U.S. dollars using the average exchange rate for the fiscal year ended November 30, 2023, where CAD 1.00 = $0.7404.

Paul Lévesque
President and Chief Executive Officer

The Corporation entered into an employment agreement for an indeterminate term with Mr. Paul Lévesque on March 1, 2020. Mr. Lévesque's employment agreement provides for the payment of an annual base salary subject to review on an annual basis by the Board, and the payment of an annual bonus of 75% of his annual base salary conditional upon his attainment of annual objectives set by the Board. In addition, Mr. Lévesque's employment agreement provides that he is entitled to participate in incentive programs developed by the Board or any committee thereof and, as such, is entitled to receive up to 100% of the value of his annual base salary in the form of options granted under the Option Plan. The terms of Mr. Lévesque's employment agreement contain non-competition, non-solicitation, non-disclosure and assignment of intellectual property provisions in favour of the Corporation. The Corporation agreed to provide a limited annual stipend to Mr. Lévesque with respect to tax advice, medical expenses which would not be covered under the Corporation's group benefit plan, or any other ancillary matter. The Corporation also agreed to fund Mr. Lévesque's Canadian registered retirement savings plan up to the full amount prescribed under applicable laws. Mr. Lévesque can terminate his employment agreement at any time upon four (4) weeks prior written notice to the Corporation. The Corporation can terminate Mr. Lévesque's employment agreement with cause at any time. The termination of Mr. Lévesque's employment agreement by the Corporation without just and sufficient cause will entitle Mr. Lévesque to receive an amount equal to eighteen (18) months of his then annual base salary plus an amount equal to 150% of his annual bonus target, calculated at a rate of 75% on his then annual base salary.

In the event of a "Change of Control" of the Corporation resulting in the termination of Mr. Lévesque's employment without just and sufficient cause occurring within twenty-four (24) months of such "Change of Control", Mr. Lévesque will be entitled to receive (i) 200% of his then annual base salary, (ii) 200% of his annual bonus target calculated at a rate of 75% on his then annual base salary, and (iii) the cash value of his benefits calculated over a twenty-four-month period preceding the date of his termination. All of his unvested options will also become vested. Mr. Lévesque is entitled to terminate his employment agreement at his sole discretion within twelve (12) months following the occurrence of a "Change of Control" of the Corporation. In such circumstance, Mr. Lévesque will be entitled to receive (i) 100% of his then annual base salary, (ii) 100% of his annual bonus target calculated on his then annual base salary, and (iii) the cash value of his benefits calculated over a twelve-month period preceding the date of his termination. All of his unvested options will also become vested. In Mr. Lévesque's employment agreement, a "Change of Control" is defined as the acquisition by a third party, acting alone or in concert with one or more persons, by way of takeover, merger, amalgamation, arrangement or other similar transactions, of (i) more than forty percent (40%) of the Common Shares of the Corporation or (ii) more than forty percent (40%) of the economic value of the Corporation. A "Change of Control" is also defined as a change in the majority of the individuals composing the Board of Directors at the date of execution of Mr. Lévesque's employment agreement ("Incumbent Board"); provided, however, that any individual becoming a member of the Board of Directors subsequent to the date of execution of Mr. Lévesque's employment agreement whose election or nomination for election was approved by a vote of at least a majority of the directors then comprising the Board of Directors will be considered as though such member were part of the Incumbent Board and will not constitute a "Change of Control".

Events	Severance ($)	Value of Stock Options[1] ($)	Value of share-based awards [2] ($)
Retirement [3]	Nil	Nil	Nil
Termination of Employment without Just Cause [3]	1,728,626	Nil	Nil
Termination of Employment without Just Cause in the event of a Change of Control[4]	2,377,709	Nil	Nil
Voluntary Resignation in the event of a Change of Control[4]	1,188,855	Nil	Nil
Voluntary Resignation [3]	Nil	Nil	Nil

(1) The value assumes that upon the occurrence of any event set forth in this table, all in-the-money vested options (except in the case of a termination resulting from a Change of Control where all of his options become vested) would be exercised. The value is the difference between the closing price of the Common Shares on the TSX on November 30, 2023 (CAD 2.15) and the exercise price of each vested option as at that date. As at November 30, 2023, none of the options that were vested had an exercise price inferior to the closing price of the Common Shares on the TSX.

(2) Mr. Lévesque does not hold any share-based awards.

(3) Under the Option Plan, the termination of a person's employment with the Corporation entitles him to exercise his vested options over a one-year period after the termination date. As at November 30, 2023, none of the options that were vested had an exercise price inferior to the closing price of the Common Shares on the TSX.

(4) In the event of a Change of Control, all of Mr. Lévesque's options become vested. The value is the difference between the closing price of the Common Shares on the TSX on November 30, 2023 (CAD 2.15) and the exercise price of each option he holds as at that date. As at November 30, 2023, none of the options held by Mr. Lévesque had an exercise price inferior to the closing price of the Common Shares on the TSX.

Philippe Dubuc
Senior Vice President and Chief Financial Officer

The Corporation entered into an employment agreement for an indeterminate term with Mr. Philippe Dubuc on February 24, 2016. Mr. Dubuc's employment agreement provides for the payment of an annual base salary subject to review on an annual basis by the Board, and the payment of an annual bonus of up to 40% of his annual base salary conditional upon his attainment of annual objectives set by the President and Chief Executive Officer. In addition, Mr. Dubuc is entitled to participate in incentive programs developed by the Board or any committee thereof. The terms of Mr. Dubuc's employment agreement contain non-competition, non-solicitation, non-disclosure and assignment of intellectual property provisions in favour of the Corporation.

On July 27, 2023, Mr. Dubuc's employment agreement was amended to provide new termination terms. Under the new terms, if the Corporation terminates Mr. Dubuc's employment without just and sufficient cause or further to an internal reorganization (but excluding after a "Change of Control"), Mr. Dubuc will be entitled to receive an amount equal to (i) 18 months of his annual base salary plus an amount equal to 100% of his annual bonus target, calculated at a rate of 40% on his then annual base salary for an 18-month period if Mr. Dubuc has less than 10 years of service upon termination of his employment agreement; or 24 months of his annual base salary plus an amount equal to 100% of his annual bonus target, calculated at a rate of 40% on his then annual base salary for a 24-month period if Mr. Dubuc has 10 years or more of service upon termination of his employment agreement. Mr. Dubuc will not be entitled to receive any payment related to the value of any security-based compensation and social benefits received while employed with the Corporation.

In the event of a "Change of Control" of the Corporation resulting in the termination of Mr. Dubuc's employment without just and sufficient cause occurring within twenty-four (24) months of such "Change of Control", or if Mr. Dubuc decides to terminate his employment agreement at his sole discretion 24 four months following the occurrence of a "Change of Control" of the Corporation, Mr. Dubuc will be entitled to receive an amount equal to (i) 18 months of his annual base salary plus an amount equal to 100% of his annual bonus target, calculated at a rate of 40% on his then annual base salary for an 18-month period if Mr. Dubuc has less than 10 years of service upon termination of his employment agreement; or (ii) 24 months of his annual base salary plus an amount equal to 100% of his annual bonus target, calculated at a rate of 40% on his then annual base salary for a 24-month period if Mr. Dubuc has 10 years or more of service upon termination of his employment agreement. All of his unvested options will also become vested. Mr. Dubuc will not be entitled to receive any payment related to the value of any security-based compensation and social benefits received while employed with the Corporation. In Mr. Dubuc's agreement, a "Change of Control is defined as (i) the acquisition by a third party, acting alone or in concert with one or more persons, regardless of its structure, of 40% or more of the outstanding voting securities of the Corporation, or (ii) a transaction resulting in (x) the shareholders of the Corporation no longer holding more than 60% of the outstanding voting securities of the Corporation post-transaction, or (y) post-transaction, the board of directors of the company resulting from this transaction no longer being comprised of a majority of the directors who were then acting as directors prior to the transaction; or (iii) a change in the composition of the board of directors of the Corporation occurring, without the approval by a majority vote of the directors comprising the board of directors of the Corporation prior to such change, during a shareholders' meeting or pursuant to a resolution passed by the shareholders of the Corporation, and which results in the board of directors of the Corporation no longer being comprised of a majority of the directors of the Corporation who sat as directors immediately prior to such meeting or resolution; or (iv) a sale or the grant of an exclusive license related to all or substantially all of the assets of the Corporation which represents more than 75% of the assets disposed of calculated as at the date of the last financial year preceding such sale or out-licensing or more than 75% of the revenues generated by the Corporation during the last financial year preceding such sale or out-licensing.

Events	Severance ($)	Value of Stock Options[1] ($)	Value of share-based awards [2] ($)
Retirement [3]	Nil	Nil	Nil
Termination of Employment without Just Cause [3]	697,717	Nil	Nil
Termination of Employment without Just Cause in the event of a Change of Control[4]	697,717	Nil	Nil
Voluntary Resignation in the event of a Change of Control[4]	697,717	Nil	Nil
Voluntary Resignation [3]	Nil	Nil	Nil

(1) The value assumes that upon the occurrence of an event set forth in this table, all in-the-money vested options would be exercised. The value is the difference between the closing price of the Common Shares on the TSX on November 30, 2023 (CAD 2.15) and the exercise price of each vested option as at that date. As at November 30, 2023, none of the options that were vested had an exercise price inferior to the closing price of the Common Shares on the TSX.

(2) Mr. Dubuc does not hold any share-based awards.

(3) Under the Option Plan, the termination of a person's employment with the Corporation entitles him to exercise his vested options over a one-year period after the termination date. As at November 30, 2023, As at November 30, 2023, none of the options that were vested had an exercise price inferior to the closing price of the Common Shares on the TSX.

(4) In the event of a Change of Control, all of Mr. Dubuc's options become vested. The value is the difference between the closing price of the Common Shares on the TSX on November 30, 2023 (CAD 2.15) and the exercise price of each option he holds as at that date. As at November 30, 2023, none of the options held by Mr. Dubuc had an exercise price inferior to the closing price of the Common Shares on the TSX.

Christian Marsolais
Senior Vice President and Chief Medical Officer

The Corporation entered into an employment agreement for an indeterminate term with Mr. Christian Marsolais on April 13, 2007. His agreement was subsequently amended on May 23, 2012, and July 17, 2012. An amended and restated employment agreement was entered into on December 21, 2012, between Mr. Marsolais and the Corporation. The amended and restated employment agreement was entered into to reflect Mr. Marsolais' new position as Senior Vice President, Medical Affairs, to set its targeted bonus rate at 40%, to revise and add new restrictive covenants in favour of the Corporation and to amend his severance payment conditions in the event the Corporation terminates his employment without just and sufficient cause. Mr. Marsolais' employment agreement provides for the payment of an annual base salary subject to review on an annual basis by the Compensation Committee, and the payment of an annual bonus of up to 40% of his annual base salary conditional upon his attainment of annual objectives set by the President and Chief Executive Officer. In addition, Mr. Marsolais is entitled to participate in incentive programs developed by the Board or any committee thereof. The terms of Mr. Marsolais' employment agreement contain non-competition, non-solicitation, non-disclosure and assignment of intellectual property provisions in favour of the Corporation.

On July 28, 2023, Mr. Marsolais' employment agreement was further amended to provide new termination terms. Under the new terms, if the Corporation terminates Mr. Marsolais' employment without just and sufficient cause or further to an internal reorganization (but excluding after a "Change of Control"), Mr. Marsolais will be entitled to receive an amount equal to (i) 24 months of his annual base salary plus an amount equal to 100% of his annual bonus target, calculated at a rate of 40% on his then annual base salary for a 24-month period. Mr. Marsolais will not be entitled to receive any payment related to the value of any security-based compensation and social benefits received while employed with the Corporation.

In the event of a "Change of Control" of the Corporation resulting in the termination of Mr. Marsolais' employment without just and sufficient cause occurring within 24 months of such "Change of Control", or if Mr. Marsolais decides to terminate his employment agreement at his sole discretion 24 four months following the occurrence of a "Change of Control" of the Corporation, Mr. Marsolais will be entitled to receive an amount equal to (i) 24 months of his annual base salary plus an amount equal to 100% of his annual bonus target, calculated at a rate of 40% on his then annual base salary for a 24-month period. All of his unvested options will also become vested. Mr. Marsolais will not be entitled to receive any payment related to the value of any security-based compensation and social benefits received while employed with the Corporation. In Mr. Marsolais' agreement, a "Change of Control is defined as (i) the acquisition by a third party, acting alone or in concert with one or more persons, regardless of its structure, of 40% or more of the outstanding voting securities of the Corporation, or (ii) a transaction resulting in (x) the shareholders of the Corporation no longer holding more than 60% of the outstanding voting securities of the Corporation post-transaction, or (y) post-transaction, the board of directors of the company resulting from this transaction no longer being comprised of a majority of the directors who were then acting as directors prior to the transaction; or (iii) a change in the composition of the board of directors of the Corporation occurring, without the approval by a majority vote of the directors comprising the board of directors of the Corporation prior to such change, during a shareholders' meeting or pursuant to a resolution passed by the shareholders of the Corporation, and which results in the board of directors of the Corporation no longer being comprised of a majority of the directors of the Corporation who sat as directors immediately prior to such meeting or resolution; or (iv) a sale or the grant of an exclusive license related to all or substantially all of the assets of the Corporation which represents more than 75% of the assets disposed of calculated as at the date of the last financial year preceding such sale or out-licensing or more than 75% of the revenues generated by the Corporation during the last financial year preceding such sale or out-licensing.

Events	Severance ($)	Value of Stock Options[1] ($)	Value of share-based awards[2] ($)
Retirement[3]	Nil	15,577	2,512
Termination of Employment without Just Cause [3]	949,390	15,577	2,512
Termination of Employment without Just Cause in the event of a Change of Control[4]	949,390	15,577	2,512
Voluntary Resignation in the event of a Change of Control[4]	949,390	15,577	2,512
Voluntary Resignation[3]	Nil	15,577	2,512

(1) The value assumes that upon the occurrence of an event set forth in this table, all in-the-money vested options would be exercised. The value is the difference between the closing price of the Common Shares on the TSX on November 30, 2023 (CAD 2.15) and the exercise price of each vested option as at that date. As at November 30, 2023, 31,250 options with an exercise price of CAD 1.52 were vested.

(2) The value of the share-based awards assumes that upon the occurrence of an event, all DSUs are redeemed. The value of share-based awards is determined by multiplying the number of DSUs held as at November 30, 2023 (1,578) by the closing price of the Common Shares on the TSX on November 30, 2023 (CAD 2.15).

(3) Under the Option Plan, the termination of a person's employment with the Corporation entitles him to exercise his vested options over a one-year period after the termination date. As at November 30, 2023, 31,250 options with an exercise price of CAD 1.52 were vested.

(4) In the event of a Change of Control, all of Mr. Marsolais' options become vested. The value is the difference between the closing price of the Common Shares on the TSX on November 30, 2023 (CAD 2.15) and the exercise price of each option he holds as at that date. As at November 30, 2023, 31,250 options with an exercise price of CAD 1.52 were vested.

John Leasure
Global Commercial Officer

The Corporation, through its wholly-owned subsidiary Theratechnologies U.S., Inc. ("Thera US"), entered into an employment agreement with Mr. John Leasure on March 23, 2021, for an indeterminate term. Effective April 11, 2022, the Corporation entered into a new employment agreement ("2022 Agreement") with Mr. Leasure for an indeterminate term. Under the terms of the 2022 Agreement, Mr. Leasure acts as Global Commercial Officer of the Corporation and of all of the Corporation's subsidiaries. Mr. Leasure is entitled to receive an annual base salary subject to review on an annual basis by the Compensation Committee, and the payment of an annual bonus set at 40% of his annual base salary conditional upon his attainment of annual objectives set by the President and Chief Executive Officer. The payment of an annual bonus is subject to clawback provisions requiring Mr. Leasure to repay to the Corporation the last bonus received in the event of violations of certain U.S. Food and Drug Administration rules or other laws applicable to the commercialization of pharmaceutical products in the United States. Under the terms of the 2022 Agreement, Mr. Leasure is also entitled to participate in equity-based incentive plans that the Corporation may implement from time to time. The 2022 Agreement provides that he is entitled to receive a number of stock options of the Corporation, if and when granted by the Board of the Corporation under the Option Plan, representing a target value between 20% to 45% of his annual base salary. The Corporation agreed to match on a dollar-for-dollar basis the funding by Mr. Leasure's Canadian registered retirement savings plan up to an amount equal to 50% of the maximum annual contribution allowed under Canadian applicable laws. Mr. Leasure is entitled to participate in Thera US' social benefits comprised of disability and death-in-service benefits and health insurance. The 2022 Agreement contains non-competition, non-solicitation, non-disclosure and assignment of intellectual property provisions in favour of the Corporation. Mr. Leasure is entitled to terminate the 2022 Agreement at will upon thirty (30) days prior written notice to the Corporation.

On July 31, 2023, the 2022 Agreement was amended to provide new termination terms. Under the new terms, if the Corporation terminates Mr. Leasure's employment without just and sufficient cause or further to an internal reorganization (but excluding after a "Change of Control"), Mr. Leasure will be entitled to receive an amount equal to (i) 12 months of his annual base salary plus an amount equal to 100% of his annual bonus target, calculated at a rate of 40% on his then annual base salary for a 12-month period if Mr. Leasure has less than 5 years of service upon termination of his employment agreement (ii) 18 months of his annual base salary plus an amount equal to 100% of his annual bonus target, calculated at a rate of 40% on his then annual base salary for an 18-month period if Mr. Leasure has less more than 5 years but less than 10 years of service upon termination of his employment agreement; or (ii) 24 months of his annual base salary plus an amount equal to 100% of his annual bonus target, calculated at a rate of 40% on his then annual base salary for a 24-month period if Mr. Leasure has 10 years or more of service upon termination of his employment agreement. Mr. Leasure will not be entitled to receive any payment related to the value of any security-based compensation and social benefits received while employed with the Corporation.

In the event of a "Change of Control" of the Corporation resulting in the termination of Mr. Leasure's employment without just and sufficient cause occurring within twenty-four (24) months of such "Change of Control", or if Mr. Leasure decides to terminate his employment agreement at his sole discretion 24 four months following the occurrence of a "Change of Control" of the Corporation, Mr. Leasure will be entitled to receive an amount equal to (i) 12 months of his annual base salary plus an amount equal to 100% of his annual bonus target, calculated at a rate of 40% on his then annual base salary for a 12-month period if Mr. Leasure has less than 5 years of service upon termination of his employment agreement, (ii) 18 months of his annual base salary plus an amount equal to 100% of his annual bonus target, calculated at a rate of 40% on his then annual base salary for an 18-month period if Mr. Leasure has more than 5 years but less than 10 years of service upon termination of his employment agreement; or (iii) 24 months of his annual base salary plus an amount equal to 100% of his annual bonus target, calculated at a rate of 40% on his then annual base salary for a 24-month period if Mr. Leasure has 10 years or more of service upon termination of his employment agreement. All of his unvested options will also become vested. Mr. Leasure will not be entitled to receive any payment related to the value of any security-based compensation and social benefits received while employed with the Corporation.

In Mr. Leasure's agreement, a "Change of Control is defined as (i) the acquisition by a third party, acting alone or in concert with one or more persons, regardless of its structure, of 40% or more of the outstanding voting securities of the Corporation, or (ii) a transaction resulting in (x) the shareholders of the Corporation no longer holding more than 60% of the outstanding voting securities of the Corporation post-transaction, or (y) post-transaction, the board of directors of the company resulting from this transaction no longer being comprised of a majority of the directors who were then acting as directors prior to the transaction; or (iii) a change in the composition of the board of directors of the Corporation occurring, without the approval by a majority vote of the directors comprising the board of directors of the Corporation prior to such change, during a shareholders' meeting or pursuant to a resolution passed by the shareholders of the Corporation, and which results in the board of directors of the Corporation no longer being comprised of a majority of the directors of the Corporation who sat as directors immediately prior to such meeting or resolution; or (iv) a sale or the grant of an exclusive license related to all or substantially all of the assets of the Corporation which represents more than 75% of the assets disposed of calculated as at the date of the last financial year preceding such sale or out-licensing or more than 75% of the revenues generated by the Corporation during the last financial year preceding such sale or out-licensing.

Events	**Severance ($)**	**Value of Stock Options[1] ($)**	**Value of share-based awards[2] ($)**
Retirement[3]	Nil	Nil	Nil
Termination of Employment without Just Cause [3]	463,761	Nil	Nil
Termination of Employment without Just Cause in the event of a Change of Control[4]	463,761	Nil	Nil
Voluntary Resignation in the event of a Change of Control[4]	463,761	Nil	Nil
Voluntary Resignation[3]	Nil	Nil	Nil

(1) The value assumes that upon the occurrence of an event, all in-the-money vested options would be exercised. The value is the difference between the closing price of the Common Shares on November 30, 2023, on the Nasdaq ($1.58) and the exercise price of each vested option as at November 30, 2023. As at November 30, 2023, none of the options that were vested had an exercise price inferior to the closing price of the Common Shares on the Nasdaq.

(2) Mr. Leasure does not hold any share-based awards.

(3) Under the Option Plan, the termination of a person's employment with the Corporation entitles him to exercise his vested options over a one-year period after the termination date. As at November 30, 2023, none of the options that were vested had an exercise price inferior to the closing price of the Common Shares on the Nasdaq.

(4) In the event of a Change of Control, all of Mr. Leasure's options become vested. The value is the difference between the closing price of the Common Shares on the TSX on November 30, 2023, on the Nasdaq ($1.58) and the exercise price of each option he holds as at that date. As at November 30, 2023, none of the options held by Mr. Leasure had an exercise price inferior to the closing price of the Common Shares on the Nasdaq.

Jocelyn Lafond
General Counsel and Corporate Secretary

The Corporation entered into an employment agreement for an indeterminate term with Mr. Lafond on March 29, 2007, and an amendment was subsequently entered into on July 5, 2012, to change some of the termination terms. Additional amendments were then entered into on July 2027, 2023, and December 15, 2023, to further amend the termination terms of Mr. Lafond's employment and to increase his annual bonus target rate to 40% from 33.33% beginning in the 2024 fiscal year of the Corporation. Mr. Lafond's employment agreement provides for the payment of an annual base salary subject to review on an annual basis by the Compensation Committee, and the payment of an annual bonus of up to 40% (33.33% in the 2023 fiscal) of his annual base salary conditional upon his attainment of annual objectives set by the President and Chief Executive Officer. In addition, Mr. Lafond is entitled to participate in incentive programs developed by the Board or any committee thereof. The terms of Mr. Lafond's employment agreement contain non-solicitation, non-disclosure and assignment of intellectual property provisions in favour of the Corporation.

On July 27, 2023, an amendment to the termination terms of Mr. Lafond's employment agreement was entered into. Under the new terms, if the Corporation terminates Mr. Lafond' employment without just and sufficient cause or further to an internal reorganization (but excluding after a "Change of Control"), Mr. Lafond will be entitled to receive an amount equal to (i) 24 months of his annual base salary plus an amount equal to 100% of his annual bonus target, calculated at a rate of 40% on his then annual base salary for a 24-month period. Mr. Lafond will not be entitled to receive any payment related to the value of any security-based compensation and social benefits received while employed with the Corporation.

In the event of a "Change of Control" of the Corporation resulting in the termination of Mr. Lafond's employment without just and sufficient cause occurring within 24 months of such "Change of Control", or if Mr. Lafond decides to terminate his employment agreement at his sole discretion 24 four months following the occurrence of a "Change of Control" of the Corporation, Mr. Lafond will be entitled to receive an amount equal to (i) 24 months of his annual base salary plus an amount equal to 100% of his annual bonus target, calculated at a rate of 40% on his then annual base salary for a 24-month period. All of his unvested options will also become vested. Mr. Lafond will not be entitled to receive any payment related to the value of any security-based compensation and social benefits received while employed with the Corporation. In Mr. Lafond's agreement, a "Change of Control is defined as (i) the acquisition by a third party, acting alone or in concert with one or more persons, regardless of its structure, of 40% or more of the outstanding voting securities of the Corporation, or (ii) a transaction resulting in (x) the shareholders of the Corporation no longer holding more than 60% of the outstanding voting securities of the Corporation post-transaction, or (y) post-transaction, the board of directors of the company resulting from this transaction no longer being comprised of a majority of the directors who were then acting as directors prior to the transaction; or (iii) a change in the composition of the board of directors of the Corporation occurring, without the approval by a majority vote of the directors comprising the board of directors of the Corporation prior to such change, during a shareholders' meeting or pursuant to a resolution passed by the shareholders of the Corporation, and which results in the board of directors of the Corporation no longer being comprised of a majority of the directors of the Corporation who sat as directors immediately prior to such meeting or resolution; or (iv) a sale or the grant of an exclusive license related to all or substantially all of the assets of the Corporation which represents more than 75% of the assets disposed of calculated as at the date of the last financial year preceding such sale or out-licensing or more than 75% of the revenues generated by the Corporation during the last financial year preceding such sale or out-licensing.

Events	Severance ($)	Value of Stock Options[1] ($)	Value of share-based awards[2] ($)
Retirement[3]	Nil	12,244	1,990
Termination of Employment without Just Cause [3]	677,098	12,244	1,990
Termination of Employment without Just Cause in the event of a Change of Control[4]	677,098	12,244	1,990
Voluntary Resignation in the event of a Change of Control[4]	677,098	12,244	1,990
Voluntary Resignation[3]	Nil	12,244	1,990

(1) The value assumes that upon the occurrence of an event, all in-the-money vested options would be exercised. The value is the difference between the closing price of the Common Shares on November 30, 2023 on the TSX (CAD 2.15) and the exercise price of each vested option as at November 30, 2023. As at November 30, 2023, 26,250 options with an exercise price of CAD 1.52 were vested.

(2) The value of the share-based awards assumes that upon the occurrence of an event, all DSUs are redeemed. The value of share-based awards is determined by multiplying the number of DSUs held as at November 30, 2023 (1,250) by the closing price of the Common Shares on the TSX on November 30, 2023 (CAD 2.15).

(3) Under the Option Plan, the termination of a person's employment with the Corporation entitles him to exercise his vested options over a one-year period after the termination date. As at November 30, 2023, 26,250 options with an exercise price of CAD 1.52 were vested.

(4) In the event of a Change of Control, all of Mr. Lafond's options become vested. The value is the difference between the closing price of the Common Shares on the TSX on November 30, 2023 (CAD 2.15) and the exercise price of each option he holds as at that date. As at November 30, 2023, 26,250 options with an exercise price of CAD 1.52 were vested.

C. ***Board Practices.***

See "Item 6A – Directors and Senior Management" of this Annual Report for information regarding the term of office of our directors and Executive Officers and the period during which each of them has served in that office.

In the event any of our directors resign from the Board or is not reelected, they are not entitled to receive any benefit, other than the right to redeem their DSUs under the DSU Plan and to exercise their options under the Option Plan. See "Item 6B – Compensation – Summary of Employment Agreements – Termination and Change of Control Provisions" for a summary of our Executive Officers Employment Agreements.

We have entered into a consulting agreement with JP Arena Regulatory Consulting, LLC ("JP Arena Agreement"), a company wholly owned by Joseph Arena. Under the JP Arena Agreement, JP Arena Regulatory Consulting, LLC provides the services of Joseph Arena to act as a director of the Company. The annual retainer fee payable in cash to Joseph Arena is made to JP Arena Regulatory Consulting, LLC. All DSUs or options granted pursuant to the DSU Plan or the Option Plan are issued to Joseph Arena, personally.

Committees of the Board of Directors

Our Board of Directors currently has three (3) committees: an audit committee ("Audit Committee"), the Compensation Committee, and a nominating and corporate governance committee ("Corporate Governance Committee"). Each of these committees has adopted charters describing their mandates, roles and functions. These charters are available on our website at www.theratech.com and have been attached as exhibits to this Annual Report. All of the members of these committees are independent directors, are appointed annually by our Board of Directors and carry out their mandate until the next annual meeting of shareholders or until they resign. In August 2023, a financing committee ("Financing Committee") was created to assist management with, and to review, financing alternatives available to the Company in relation to the Marathon Credit Agreement. The Financing Committee was comprised of four (4) independent directors and was dissolved on December 15, 2023.

Audit Committee

The Audit Committee is currently composed of three independent directors, namely, Mr. Alain Trudeau, who acts as the Chair, Gérald A. Lacoste and Frank Holler. All of our Audit Committee's members are financially literate. The Board of Directors has determined that Mr. Alain Trudeau meets the "Audit Committee financial expert" criteria prescribed by the SEC. The Audit Committee members are scheduled to meet without Executive Officers being present on a regular basis.

The Audit Committee is responsible for assisting our Board of Directors to oversee the followings:

- the integrity of the Corporation's financial statements and information related thereto;
- the Corporation's internal control system;
- the appointment and performance assessment of our external auditors; and
- the Corporation's risk management matters.

The Audit Committee reviews our annual and quarterly consolidated financial statements, as well as our annual and quarterly MD&A, approves our quarterly consolidated financial statements and MD&A related thereto, reviews and discusses with our Executive Officers and external auditors major issues regarding accounting principles and financial statement presentations as well as major issues relating to the adequacy of our internal controls systems. The Audit Committee is also responsible to supervise the performance of our external auditors, recommend to the Board of Directors the compensation to be paid to our external auditors, to approve all services which are non-audit services, together with the costs therefor, and to oversee the most important risks faced by the Corporation and make recommendations to the Board of Directors with respect thereto as well as on measures that could be implemented to reduce those risks.

Compensation Committee

The Compensation Committee is currently composed of three independent directors, namely Mrs. Dale Weil who acts as Chair, Mr. Andrew Molson and Mr. Joseph Arena.

The Compensation Committee is responsible for assisting the Board of Directors to oversee the followings:

- the compensation of the Executive Officers;
- the assessment of the Executive Officers;
- the compensation of directors and members of committees;
- stock option grants; and
- overall increase in total compensation.

The Compensation Committee is responsible to develop a compensation system that allows the Corporation to retain and attract skilled individuals. The Compensation Committee reviews and establishes the total compensation to be paid to Executive Officers and to the directors, oversees the terms and conditions of the Executive Officers' employment agreements and any amendment thereto, oversees short and long-term compensation programs for Executive Officers and directors and assess the performance of the President and Chief Executive Officer as well as the performance of Executive Officers in collaboration with the President and Chief Executive Officer. The Compensation Committee also oversees on an annual basis the increase in overall compensation to all of our employees.

Corporate Governance Committee

The Corporate Governance Committee is currently composed of four independent directors, namely Mr. Gérald A. Lacoste, who acts as the Chair, Mr. Andrew Molson, Mrs. Dawn Svoronos and Mrs. Dale Weil.

The Corporate Governance Committee is responsible for assisting the Board of Directors to oversee the followings:

- recruiting candidates for the Board;
- reviewing the size, composition and function of the Board;
- the orientation and education of directors; and
- governance.

The Corporate Governance Committee's role consists in assessing the effectiveness of the Board of Directors by examining its size, the areas of expertise of each director and ensuring that governance principles are followed. The Corporate Governance Committee is responsible for the recruitment of candidates when need be and for the development of orientation and continuing education policy for directors. The Corporate Governance Committee reviews the corporate governance rules and guidelines published from time to time by regulatory agencies and by shareholders groups and reports to the Board of Directors. Guidelines are adopted if they are suitable for the Corporation given its size and level of activities.

D. ***Employees***

As at November 30, 2023, we had a total of 58 employees in Canada, 42 employees in the United States and 3 employees in Ireland. All of our employees are engaged in the following activities: (i) 31 in administration, (ii) 20 in regulatory and medical, (iii) 39 in commercialization, including marketing, and (iv) 13 in research and development functions. None of our employees are unionized. We believe the relations with our employees are good.

Through Syneos, as a November 30, 2023, we had an additional 6 full-time and 5 part-time persons dedicated to the commercialization of *EGRIFTA SV*® and Trogarzo® in the United States.

On July 12, 2023 and October 24, 2023, the Corporation announced a reduction of positions. The cumulative number of positions reduced was 42.

E. ***Share ownership***

See "Item 6A – Directors and Senior Management" of this Annual Report for additional information on the share ownership and details on the number of options and DSUs held by our directors and Executive Officers.

As of the date of this Annual Report, the total number of Common Shares held by our directors and Executive Officers amounted to 560,277, which represented 1.22% of our issued and outstanding Common Shares.

See "Item 6B – Compensation" of this Annual Report for a description of the Option Plan and DSU Plan.

F. ***Disclosure of a registrant's action to recover erroneously awarded compensation***

On November 30, 2023, the Board of Directors of the Corporation adopted a compensation recovery policy ("Clawback Policy") in compliance with Nasdaq Rule 5608. The Clawback Policy is effective for "Incentive Compensation" paid to Executive Officers on and after October 2, 2023.

The Clawback Policy is administered by the Compensation Committee which has authority to interpret, issue and revoke rules and construe the Clawback Policy.

The Clawback Policy is binding and enforceable against all Executive Officers and provides that the Corporation will recover, recoup, cancel or forfeit reasonably promptly from Executive Officers the amount of "Erroneously Awarded Compensation" in the event the Corporation is required to prepare a "Restatement".

The Compensation Committee has discretion in determining the manner and method for recovering Erroneously Awarded Compensation, including (i) seeking recovery or reimbursement of any cash (including bonus or retention awards) and equity-based award made to the Executive Officer, (ii) cancelling or offsetting against any contractually required or planned future cash (including bonus or retention awards) or equity-based awards made to the Executive Officer, (iii) requiring the forfeiture of or cancelling of any previously-granted or awarded cash (including bonus or retention awards) or equity-based awards made to the Executive Officer, or (iv) offsetting, requiring the forfeiture of or cancelling amounts paid or to be paid in severance to the Executive Officer pursuant to any severance or similar policy of the Corporation. The Clawback Policy provides for limited exceptions under which the Compensation Committee may omit to recover Erroneously Awarded Compensation.

Under the Clawback Policy, the term "Incentive Compensation" means any compensation, cash or equity, that is granted, earned, or vested based wholly or in part upon the attainment of a financial reporting measure, such as a measure based on or derived from the financial statement of the Corporation.

Under the Clawback Policy, the term "Erroneously Awarded Compensation" means the amount of Incentive Compensation received by an Executive Officer that exceeds the amount of Incentive Compensation that otherwise would have been received by the Executive Officer had it been determined based on the restated performance metrics and/or restated financial statements or information.

Under the Clawback Policy, the term "Restatement" means, among other things, an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws.

The adoption of the Clawback Policy is in addition to, and not in substitution for, the clawback provision contained in the Option Plan.

Item 7. Major Shareholders and Related Party Transactions

A. ***Major shareholders.***

Based on information publicly available as of February 15, 2024, on EDGAR (www.sec.gov/edgar), the following table provides information on the major shareholders of the Company that are the beneficial owners of, or have control over, 5% or more of the Common Shares. No major shareholder has different voting rights.

Names of shareholders	Number of Common Shares	Percentage of Common Shares
Investissement Québec	9,118,184	19.8%
Soleus Capital Master Fund, L.P.(1)	4,801,376	10.4%
AIGH Capital Management, LLC	3,719,302	8.1%
Nantahala Capital Management, LLC	2,682,228	5.8%

(1) Soleus Capital Master Fund, L.P. ("Soleus") reported holding 2,199,781 Common Shares on February 14, 2023, or approximately 9.03% of the then issued and outstanding Common Shares. Soleus reported holding 2,031,477 Common Shares on November 14, 2023, or approximately 8.3% of the then issued and outstanding Common Shares. Soleus reported holding 1,923,021 Common Shares on February 10, 2022, or approximately 7.9% of the then issued and outstanding Common Shares. Soleus reported holding 1,468,846 Common Shares on February 23, 2021, or approximately 6.03% of the then issued and outstanding Common Shares.

The following table indicates as of December 31, 2023, the total number of Common Shares issued and outstanding, the approximate total number of holders of record of Common Shares, the number of holders of record of Common Shares with U.S. addresses, the portion of the outstanding Common Shares held by U.S. holders of record and the percentage of Common Shares held by U.S. holders of record. This table does not indicate beneficial ownership of Common Shares.

Total number of holders of record(1)	Total number of Common Shares issued and outstanding	Number of U.S holders of record	Number of Common Shares held by U.S. holders of record (2)	Percentage of Common Shares held by U.S. holders of record
19	45,980,019	2	13,918,352	30.27%

(1) A holder of record is a shareholder whose Common Shares are registered in his name in the Corporation's share register.

(2) The computation of the number of Common Shares held in the U.S. is based upon the number of registered holders of record with U.S. addresses. U.S. residents may beneficially own Common Shares owned of record by non-U.S. residents.

The Corporation is not owned or controlled, directly or indirectly, by any other corporation or by any foreign government.

To our knowledge, there is no arrangement, the operation of which may at a subsequent date result in a change in control of the Corporation.

B. ***Related party transactions.***

No material related party transactions have occurred since the beginning of our last fiscal year or as at February 20, 2024.

None of our directors and Executive Officers or persons who held such positions during the fiscal year ended November 30, 2023 is indebted to us or any of our subsidiaries or was indebted to us or any of our subsidiaries at any time during the fiscal year ended November 30, 2023 or as at February 20, 2024.

C. ***Interests of experts and counsel.***

Not applicable.

Item 8. Financial Information

A. ***Consolidated Statements and Other Financial Information.***

See "Item 18 – Financial Statements" of this Annual Report for certain other information required by this Item.

Item 9. The Offer and Listings

A. ***Offer and listing details***.

Not applicable, except for Item 9A(4). Our Common Shares are listed and posted for trading on the TSX and on the Nasdaq under the symbol "TH" and "THTX", respectively. See "Item 10B – Memorandum and Articles of Association – Rights, Preference and Restrictions" of this Annual Report for a description of the rights attached to our Common Shares.

B. ***Plan of distribution.***

Not applicable.

C. ***Markets.***

Our Common Shares are listed and posted for trading on the TSX and on the Nasdaq under the symbol "TH" and "THTX", respectively.

D. ***Selling shareholders.***

Not applicable.

E. ***Dilution.***

Not applicable.

F. ***Expenses of the issue.***

Not applicable.

Item 10. Additional Information

A. ***Share capital.***

Not applicable.

B. ***Memorandum and Articles of Association.***

Incorporation

We are governed by our articles of incorporation ("Articles"), under the QBCA, and by our general by-laws ("By-laws"). Our Articles and By-laws can be found on our website (www.theratech.com) under the tab "Investors -Corporate Governance – Documents & Charters" and under the heading "Corporate Documents".

Objects and Purposes

Our Articles and By-laws do not define any of the Corporation's objects and purposes. In that respect, the Corporation has no limit on the type of business it can carry out.

Directors

Our Articles do not contain any provision regarding: (a) a director's power to vote on a proposal, arrangement or contract in which the director is materially interested; (b) a director's power in the absence of an independent quorum, to vote compensation to itself or any members of the committees of the Board of Directors; (c) borrowing powers exercisable by the directors and how such powers can be varied; (d) retirement or non-retirement of directors under an age limit requirement; and (e) number of shares, if any, required for a director's qualification. However, our By-laws provide that a director shall avoid placing himself/herself in a situation where his/her personal interest would conflict with his/her obligations as a director of the Corporation. If such is the case, our By-laws provide that he/she must declare to the Corporation any interest he/she has in an enterprise or other entity that may place him/her in a situation of conflict of interest. Our By-laws do not prohibit a director from acquiring rights in the Corporation's property or from entering into contracts with the Corporation on the condition that he/she immediately informs the Corporation of such fact by indicating any interest he/she has in an enterprise or other entity that may place him/her in a situation of conflict of interest. A director who is interested in an acquisition of property from the Corporation or a contract with the Corporation must abstain, unless required, from the discussion and voting on the question. However, the foregoing does not apply to questions regarding the remuneration or directorship of a director. Furthermore, the By-laws state that an interested director must leave the meeting while the Board of Directors discusses and votes on such acquisition or contract if requested by the Chair of the Board of Directors or any director. The same rule is applicable to any director who has an interest in an offeror making an offer to purchase the Common Shares of the Corporation by way of a take-over bid while the Board of Directors discusses and votes on such offer.

The quorum at every meeting of the Board of Directors has been set to the majority of the directors in office, with a minimum of three (3). Our By-laws require that a quorum be present for the entire duration of the meeting. As a result of the foregoing, in the absence of a quorum, a director has no power to make any decision regarding, among other things, compensation to himself/herself or to any member of the committees of the Board of Directors. Our By-laws provide that the directors may borrow money upon the credit of the Corporation.

Our By-laws do not contain any requirements with respect to a mandatory retirement age for our directors and the number of shares required for directors' qualifications. However, in December 2010, the Board adopted the Shareholding Policy for its directors and Executive Officers. See "Item 6A – Directors and senior management – Directors and Executive Officers Shareholding Policy" of this Annual Report for a description of the Shareholding Policy.

The Board has adopted a formal retirement policy in the context of its succession planning process. Under this policy, directors who are not employees of the Corporation who reach the age of 75 or who have been acting as directors for fifteen (15) consecutive years may not be nominees for re-election at the subsequent annual meeting of shareholders. Mr. Gérald A. Lacoste is grandfathered from this policy.

Our By-laws contain a framework in relation to the nomination of directors of the Corporation ("Advance Notice By-Law"). The Advance Notice By-law fixes a deadline by which director nominations must be submitted by a shareholder to the Corporation prior to any annual or special meeting of shareholders and specifies the information that a shareholder must include in the notice. Pursuant to the Advance Notice By-law, notices must be made, not less than thirty days (30) prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is to be held on a date that is less than fifty (50) days after the date ("Notice Date") on which the first public announcement of the date of the meeting was made, notice by the nominating shareholder may be made not later than the close of business on the tenth (10^{th}) day following the Notice Date. In the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes), notice by the nominating shareholders must be made not later than the close of business on the fifteenth (15^{th}) day following the date on which the first public announcement of the date of the meeting was made.

Description of Capital

We are authorized to issue an unlimited number of Common Shares and an unlimited number of preferred shares issuable in series.

Rights, Preference and Restrictions

Subject to the priority rights of holders of preferred shares, holders of Common Shares are entitled to any dividend declared by the Board of Directors, to one vote per share at meetings of our shareholders and, in the event of our liquidation or dissolution, to participate in the distribution of the assets.

Preferred shares carry no voting rights. Preferred shares may be issued at any time in one or more series. Our articles of incorporation give our Board of Directors the power to fix the number of preferred shares and the consideration per share, as well as to determine the provisions attached to the preferred shares of each series (including dividends, redemption and conversion rights, if any). The shares of every series of preferred shares will have priority over all our other shares, including Common Shares, with respect to the payment of dividends and return of capital in the event of our liquidation or dissolution.

The Common Shares issued represent the total voting rights pertaining to our securities.

Our shareholders are not liable to capital calls by the Corporation and there exists no provision discriminating against any existing or prospective holder of our Common Shares as a result of a shareholder owning a substantial number of our Common Shares.

In order to change the rights attached to our Common Shares and, if issued, the rights attached to our preferred shares, the vote of at least 66 2/3% of the holders of Common Shares or holders of preferred shares, as the case may be, must be cast at a shareholders meeting called for amending the rights attached to our Common Shares or preferred shares, as the case may be.

Shareholder Meetings

Our By-laws provide that the annual meeting of shareholders of the Corporation must be held on a yearly basis on such date and on such time as may be fixed by the Board of Directors. However, under the rules and regulations of the TSX, annual general meetings must be held within six (6) months of the fiscal year-end of a listed issuer.

Our By-laws provide that special meetings of shareholders may be called at any time as determined by the Board of Directors, the Chair of the Board of Directors or the President and Chief Executive Officer of the Corporation. Our shareholders are entitled to call special general meetings of shareholders provided that they hold at least 10% of the issued and outstanding classes of shares entitled to vote at the meeting so called.

Our By-laws provide that notice of each annual and special meeting of shareholders must be sent to the shareholders entitled to attend such meetings at least twenty-one (21) days prior to the date fixed for such meeting. The only persons entitled to assist to a meeting of shareholders are the shareholders themselves, unless this requirement is waived by the Chair of the meeting at the beginning of each meeting.

Our By-laws provide that one or more persons present in person or duly represented and holding not less than 10% of the shares giving the right to vote at a meeting constitute the quorum.

Limitations on Rights to Own Securities

Neither Canadian law nor our Articles or By-laws limit the right of a non-resident to hold or vote our Common Shares, other than as provided in the *Investment Canada Act* ("Investment Act").

The Investment Act requires any person that is a "non-Canadian" (as defined in the Investment Act) who acquires "control" (as defined in the Investment Act) of an existing Canadian business to file either a pre-closing application for review or a post-closing notification with Innovation, Science and Economic Development Canada.

As of the date hereof, the threshold for review of a direct acquisition of control of a non-cultural Canadian business by a World Trade Organization member country investor that is not a state-owned enterprise is an enterprise value of assets that exceeds CA$1.326 billion. For "trade agreement investors" that are not state-owned enterprises (as defined in the Investment Act), the threshold for review of a direct acquisition of control of a non-cultural Canadian business is an enterprise value of assets that exceeds CA$1.989 billion. The enterprise value review thresholds for both World Trade Organization member countries and trade agreement investors are indexed to annual GDP growth and are adjusted accordingly each year. For purposes of a publicly traded company, the "enterprise value" of the assets of the Canadian business is equal to the market capitalization of the entity, plus its liabilities (excluding its operating liabilities), minus its cash and cash equivalents.

As such, under the Investment Act, the acquisition of control of us (either through the acquisition of our Common Shares or all or substantially all our assets) by a non-Canadian who is a World Trade Organization member country investor or a trade agreement investor, including a U.S. investor, would be reviewable only if the enterprise value of our assets exceeds the specified threshold for review.

Where the acquisition of control is a reviewable transaction, the Investment Act generally prohibits the implementation of the reviewable transaction unless, after review, the relevant Minister is satisfied or deemed to be satisfied that the acquisition is likely to be of net benefit to Canada.

The acquisition of a majority of the voting interests of an entity is deemed to be acquisition of "control" of that entity. The acquisition of less than a majority but one-third or more of the total number of votes attached to all of the voting shares of a corporation or of an equivalent undivided ownership interest in the total number of votes attached to all of the voting shares of the corporation is presumed to be an acquisition of control of that corporation unless it can be established that, on the acquisition, the corporation is not controlled in fact by the acquiror through the ownership of voting shares. The acquisition of less than one-third of the total number of votes attached to all of the voting shares of a corporation is deemed not to be acquisition of control of that corporation subject to certain discretionary rights relative to investments involving state-owned enterprises. Other than in connection with a "national security" review, discussed below, certain transactions in relation to our Common Shares would be exempt from the Investment Act including:

- the acquisition of our Common Shares by a person in the ordinary course of that person's business as a trader or dealer in securities;

- the acquisition or control of us in connection with the realization of security granted for a loan or other financial assistance and not for any purpose related to the provisions of the Investment Act, if the acquisition is subject to approval under the Bank Act, the Cooperative Credit Associations Act, the Insurance Companies Act or the Trust and Loan Companies Act; and

- the acquisition or control of us by reason of an amalgamation, merger, consolidation or corporate reorganization following which the ultimate direct or indirect control in fact of us, through the ownership of our voting interests, remains unchanged.

Under the national security regime in the Investment Act, review on a discretionary basis may also be undertaken by the federal government in respect of a much broader range of investments by a non-Canadian to "acquire, in whole or in part, or to establish an entity carrying on all or any part of its operations in Canada". The relevant test is whether such an investment by a non-Canadian could be "injurious to national security". The Minister of Innovation, Science and Economic Development has broad discretion to determine whether an investor is a non-Canadian and therefore may be subject to national security review. Review on national security grounds is at the discretion of the federal government and may occur on a pre- or post-closing basis.

Change in Control

Our By-laws do not contain any provision that would have the effect of delaying, deferring or preventing a change in control of the Corporation. However, the Corporation has a shareholder rights plan in place which could act as a deterrent to acquire the control of the Corporation. See 'Item 10B -Memorandum of Articles of Association - Shareholder Rights Plan" below.

Shareholder Rights Plan

On March 3, 2022, the Board approved the amendment and renewal of the Corporation's Shareholder Rights Plan and, on April 6, 2022, the Corporation and Computershare Trust Services of Canada entered into an amended and restated shareholder rights plan agreement ("Rights Plan") which was subsequently ratified by the shareholders on May 9, 2022.

The original Shareholder Rights Plan was adopted by the Board on February 10, 2010 and ratified by the shareholders on March 25, 2010. It was first renewed on February 21, 2013 and ratified by the shareholders on May 24, 2013 and subsequently renewed on April 15, 2016 and April 10, 2019 and ratified by shareholders on May 17, 2016 and May 15, 2019.

Purpose of the Rights Plan

The purpose of the Rights Plan is to ensure equal treatment of shareholders and to give adequate time for shareholders to properly assess the merits of a bid without undue pressure, and to allow competing bids to emerge. The Rights Plan is designed to give the Board time to consider alternatives, allowing shareholders to receive full and fair value for their shares. The Rights Plan was not renewed by the Board in response to any acquisition proposal and is not designed to secure the continuance in office of the current management or the directors of the Corporation. The renewal of the Rights Plan does not in any way lessen the duties of the directors to fully and fairly examine all bids which may be made to acquire the Common Shares of the Corporation and to exercise such duties with a view to the best interest of the shareholders and the Corporation.

Under Canadian securities legislation, a takeover bid generally means an offer to acquire voting or equity voting shares of a corporation that, together with shares already owned by the bidder and certain parties related thereto, amount to 20% or more of the outstanding shares of that class.

Under the legislative framework for takeover bids in Canada, as amended on May 9, 2016, shareholders may not be treated equally if an important number of Common Shares is acquired pursuant to a private agreement in which a small group of shareholders or a shareholder dispose of their Common Shares at a premium to market price, which premium is not shared with the other shareholders of the Corporation. In addition, a person may gradually accumulate Common Shares through stock exchange acquisitions which results in an acquisition of control of the Corporation, without payment of fair value for control or a fair sharing of a control premium amongst all shareholders. The Rights Plan addresses these concerns by applying to all acquisitions of 20% or more of the Common Shares of the Corporation, ensuring that shareholders receive equal treatment.

The Rights Plan also addresses the use of "hard" lock-up agreements, whereby shareholders commit to tender their Common Shares to a takeover bid in lock-up agreements which are either irrevocable or revocable but subject to restrictive termination conditions. Such agreements could have the effect of deterring other potential bidders from bringing forward competing bids, particularly where the number of lock-up shares would make it difficult or unlikely for a competing bidder's bid to achieve the 50% minimum tender requirement imposed by the takeover bid rules. The Rights Plan is designed to prevent these lock-up agreements that are not in the best interest of the Corporation and its shareholders and to encourage bidders to structure lock-up agreements so as to provide the locked-up shareholders reasonable flexibility to terminate such agreements to deposit their shares to a higher value bid or support another transaction offering greater value.

The issue of rights ("Rights") will not in any way adversely alter the financial condition of the Corporation and will not change the way in which shareholders trade their Common Shares. However, by permitting holders of Rights other than an "Acquiring Person" (as defined below) to acquire additional Common Shares of the Corporation at a discount to market value, the Rights may cause substantial dilution to a person or group that acquires 20% or more of the outstanding Common Shares other than by way of a "Permitted Bid" (as defined below). A potential bidder can avoid the dilutive features of the Rights Plan by making a bid that conforms to the requirements of a Permitted Bid.

The Corporation has reviewed the Rights Plan for conformity with current practices of Canadian companies with respect to shareholder protection rights plans and believe that the Rights Plan preserves the fair treatment of shareholders, is consistent with best Canadian corporate practices and addresses institutional investor guidelines.

Terms of the Rights Plan

The following is a summary of the principal terms of the Rights Plan and is provided subject to the terms and conditions thereof. A complete copy of the Rights Plan has been filed and is available on SEDAR+ at www.sedarplus.ca and on EDGAR at www.sec.gov/edgar.

Issue of Rights

In order to implement the rights plan in 2010, the Board authorized the Corporation to issue one right in respect of each Common Share outstanding as of 6:00 p.m. (Montreal time) on March 25, 2010 ("Record Time"). One Right was also issued with each Common Share issued after March 25, 2010, and one Right will also continue to be issued and attached to each subsequently issued Common Share if the Rights Plan is approved by shareholders at the Meeting.

Rights-Exercise Privilege

The Rights will be separate from the Common Shares to which they are attached and will become exercisable at the time ("Separation Time") that is ten (10) business days after the earlier of: (i) the first date of public announcement that an "Acquiring Person" (as defined below) has become such; (ii) the date of commencement of, or first public announcement in respect of, a takeover bid which will permit an offeror to hold 20% or more of the Common Shares, other than by an acquisition pursuant to a takeover bid permitted by the Rights Plan ("Permitted Bid" as defined below); (iii) the date upon which a Permitted Bid ceases to be a Permitted Bid; or (iv) such other date as may be determined in good faith by the Board.

The acquisition permitting a person ("Acquiring Person"), including others acting jointly or in concert with such person, to hold 20% or more of the outstanding Common Shares, other than by way of a Permitted Bid, is referred to as a "Flip-in Event." Any Rights held by an Acquiring Person on or after the earlier of the Separation Time or the first date of a public announcement ("Common Share Acquisition Date") by the Corporation or an Acquiring Person that an Acquiring Person has become such will become null and void upon the occurrence of a Flip-in Event. Ten (10) trading days (or such longer period as may be required to satisfy the requirements of applicable securities laws) after the occurrence of the Common Share Acquisition Date, each Right (other than those held by the Acquiring Person) will permit the holder to purchase for the exercise price that number of Common Shares determined as follows: a value of twice the exercise price divided by the "Market Price" (defined under the Rights Plan as being the average weighted trading price per Common Share for the 20 consecutive trading days through and including the trading day immediately preceding the relevant date) on the Common Share Acquisition Date. The exercise price under the Rights Plan has been set to three (3) times the Market Price.

Upon the occurrence of a Flip-in Event and the separation of the Rights from the Common Shares, reported earnings per share on a fully diluted or non-diluted basis may be affected. Holders of Rights who do not exercise their Rights upon the occurrence of a Flip-in Event may suffer substantial dilution.

Permitted Lock-Up Agreements

A bidder may enter into lock-up agreements with the shareholders of the Corporation whereby such shareholders agree to tender their Common Shares to the takeover bid ("Lock-up Bid") without a Flip-in Event occurring. Any such agreement must be made available to the public and must permit or must have the effect to permit the shareholder to withdraw the Common Shares to tender to another takeover bid or to support another transaction that exceeds the value of the Lock-up Bid.

Certificates and Transferability

Prior to the Separation Time, the Rights will be evidenced by a legend imprinted on certificates for Common Shares issued after the Record Time (or, if issued in book entry form, by the book entry form registration for the associated Common Shares). Rights are also attached to Common Shares outstanding on the Record Time, although share certificates will not bear such a legend. Prior to the Separation Time, Rights will not be transferable separately from the Common Shares. From and after the Separation Time, the Rights will be evidenced by Rights certificates (or separate book entry registration), which will be transferable and traded separately from the Common Shares.

"Permitted Bid" Requirements

A "Permitted Bid" is a takeover bid that does not trigger the exercise of Rights. A "Permitted Bid" is a bid that aims to acquire shares which, together with the other securities beneficially owned by the bidder, represent not less than 20% of the outstanding Common Shares and satisfies the following requirements:

(i) the bid is made by means of a takeover bid circular;

(ii) the bid must be made to all holders of Common Shares;

(iii) the bid must be outstanding for a minimum period of 105 days or such shorter period that a take-over bid must remain open for deposits of securities, in the applicable circumstances, pursuant to Canadian securities laws;

(iv) Common Shares and/or Convertible Securities tendered pursuant to the bid may not be taken up prior to the expiry of the period referred to in paragraph (iii) above and only if at such time more than 50% of the Common Shares and/or Convertible Securities held by the shareholders other than the bidder, its associates and affiliates, and persons acting jointly or in concert with such persons ("Independent Shareholders"), have been tendered pursuant to the bid and not withdrawn;

(v) if more than 50% of the Common Shares and/or Convertible Securities held by Independent Shareholders are tendered to the bid within the 105-day period, the bidder must make a public announcement of that fact and the bid must remain open for deposits of shares for an additional ten (10) business days from the date of such public announcement.

The Rights Plan allows for a competing Permitted Bid ("Competing Permitted Bid") to be made while a Permitted Bid is in existence. A Competing Permitted Bid must satisfy all the requirements of a Permitted Bid except that, as proposed to be amended, it must be outstanding for a minimum number of days as required under Canadian securities laws.

Waiver and Redemptions

The Board acting in good faith may, prior to a Flip-in Event, waive the dilutive effects of the Rights Plan in respect of a particular Flip-in Event that would result from a takeover bid made by way of takeover bid circular to all holders of Common Shares, in which event such waiver would be deemed also to be a waiver in respect of any other Flip-in Event. The Board may also waive the Rights Plan in respect of a particular Flip-in Event that has occurred through inadvertence, provided that the Acquiring Person that inadvertently triggered such Flip-in Event reduces its beneficial holdings to less than 20% of the outstanding Common Shares within 14 days or any other period that may be specified by the Board. At any time prior to the occurrence of a Flip-in Event, the Board may, subject to the prior approval of the holders of Common Shares, elect to redeem all, but not less than all, of the outstanding Rights at a price of $0.0001 per right.

Exemption for Investment Managers

Investment managers (for client accounts), trust companies and pension funds (acting in their capacity as trustees and administrators) acquiring shares permitting them to hold 20% or more of the Common Shares are exempt from triggering a Flip-in Event, provided that they are not making, or are not part of a group making, a takeover bid.

Supplements and Amendments

The Corporation is authorized to make amendments to the Rights Plan to correct any clerical or typographical error or to maintain the validity of the Rights Plan as a result of changes in laws or regulations. Material amendments or supplements to the Rights Plan will require, subject to the regulatory authorities, the prior approval of the shareholders or, after the Separation Time, holders of Rights.

Differences in Corporate Law

We are governed by the QBCA which is generally similar to laws applicable to United States corporations. Below are significant differences between the QBCA and the DGCL, which governs companies incorporated in the State of Delaware. The DGCL was selected as a comparable against the QBCA given that many U.S. companies are incorporated under the DGCL. This summary is not an exhaustive review of the two statutes, and reference should be made to the full text of both statutes for particulars of the differences.

Delaware	***Quebec***
Number and Election of Directors	
Under the DGCL, the board of directors must consist of at least one member. The number of directors shall be fixed by the bylaws of the corporation, unless the certificate of incorporation fixes the number of directors, in which case a change in the number of directors shall only be made by an amendment of the certificate of incorporation. Under the DGCL, directors are elected at annual stockholder meetings by plurality vote of the stockholders, unless a shareholder-adopted bylaw prescribes a different required vote.	Under the QBCA, the board of directors of a corporation must consist of at least three members, at least two of whom must not be officers or employees of the corporation or an affiliate of the corporation, so long as the corporation remains a "reporting issuer" for purposes of the QBCA, which includes a corporation that has made a distribution of securities to the public. Under the QBCA, directors are elected by the shareholders, in the manner and for the term, not exceeding three years, set out in the corporation's bylaws. Our By laws provide that our directors are elected at each annual meeting of shareholders and our articles of incorporation provide that directors may appoint one or more directors between such meetings until the close of the next annual meeting of the shareholders, so long as the total number of directors appointed does not exceed thirty-three and one-third percent (33 1/3%) of the number of directors elected at the previous annual meeting of shareholders.
Removal of Directors	
Under the DGCL, any or all directors may be removed with or without cause by the holders of a majority of shares entitled to vote at an election of directors unless the corporation has a classified board (and the certificate of incorporation does not say otherwise), then such removal can only be for cause, or in certain other circumstances if the corporation has cumulative voting.	Under the QBCA, unless the articles of a corporation provide for cumulative voting (which is not the case for us), shareholders of the corporation may, by resolution passed by a majority of the vote cast thereon at a special meeting of shareholders, remove any or all directors from office and may elect any qualified person to fill the resulting vacancy.
Vacancies on the Board of Directors	
Under the DGCL, vacancies and newly created directorships resulting from an increase in the authorized number of directors elected by all the stockholders having the right to vote as a single class, may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director.	Under the QBCA, vacancies that exist on the board of directors may generally be filled by the board if the remaining directors constitute a quorum. In the absence of a quorum, the remaining directors shall call a meeting of shareholders to fill the vacancy.
Board of Directors Quorum and Vote Requirements	
Under the DGCL, a majority of the total number of directors shall constitute a quorum for the transaction of business unless the certificate or bylaws require a greater number. The bylaws may lower the number required for a quorum to one-third the number of directors, but no less.	Under the QBCA, subject to the corporation's bylaws, a majority of the directors in office constitutes a quorum at any meeting of the board. Our By laws also provide that a majority of the directors in office, although no less than three, constitutes a quorum at any meeting of the board.
Under the DGCL, the board of directors may take action by the majority vote of the directors present at a meeting at which a quorum is present unless the certificate of incorporation or bylaws require a greater vote.	Under the QBCA, a quorum of directors may exercise all the powers of the directors despite any vacancy on the board.

Transactions with Directors and Officers

The DGCL generally provides that no transaction between a corporation and one or more of its directors or officers, or between a corporation and any other corporation or other organization in which one or more of its directors or officers, are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board or committee which authorizes the transaction, or solely because any such director's or officer's votes are counted for such purpose, if (i) the material facts as to the director's or officer's interest and as to the transaction are known to the board of directors or the committee, and the board or committee in good faith authorizes the transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum (ii) the material facts as to the director's or officer's interest and as to the transaction are disclosed or are known to the stockholders entitled to vote thereon, and the transaction is specifically approved in good faith by vote of the stockholders; or (iii) the transaction is fair as to the corporation as of the time it is authorized, approved or ratified, by the board of directors, a committee or the stockholders.

Under the QBCA, every director or officer of a corporation must disclose the nature and value of any interest he or she has in a contract or transaction to which the corporation is a party. For the purposes of this rule, "interest" means any financial stake in a contract or transaction that may reasonably be considered likely to influence decision-making. Furthermore, a proposed contract or a proposed transaction, including related negotiations, is considered a contract or transaction. In addition, a director or an officer must disclose any contract or transaction to which the corporation and any of the following are a party: (i) an associate of the director or officer; (ii) a group of which the director or officer is a director or officer; or (iii) a group in which the director or officer or an associate of the director or officer has an interest. Such disclosure is required even for a contract or transaction that does not require approval by the board of directors. If a director is required to disclose his or her interest in a contract or transaction, such director is not allowed to vote on any resolution to approve, amend or terminate the contract or transaction or be present during deliberations concerning the approval, amendment or termination of such contract or transaction, unless the contract or transaction (i) relates primarily to the remuneration of the director or an associate of the director as a director or an affiliate of the corporation, or, if the corporation is not a reporting issuer, as an officer, employee or mandatory of the corporation or an affiliate of the corporation, (ii) is for indemnity or liability insurance under the QBCA, or (iii) is with an affiliate of the corporation, and the sole interest of the director is as a director or officer of the affiliate. If a director or officer does not disclose his or her interest in accordance with the QBCA, or (in the case of a director) votes in respect of a resolution on a contract or transaction in which he or she is interested contrary to the QBCA, the corporation or a shareholder may ask the court to declare the contract or transaction null and to require the director or officer to account to the corporation for any profit or gain realized on it by the director or officer or the associates of the director or officer, and to remit the profit or gain to the corporation, according to the conditions the court considers appropriate. However, the contract or transaction may not be declared null if it was approved by the board of directors and the contract or transaction was in the interest of the corporation when it was approved, nor may the director or officer concerned, in such a case, be required to account for any profit or gain realized or to remit the profit or gain to the corporation. In addition, the contract or transaction may not be declared null if it was approved by ordinary resolution by the shareholders entitled to vote who do not have an interest in the contract or transaction, the required disclosure was made to the shareholders before the transaction was approved and the contract or transaction was in the best interests of the corporation when it was approved, and if the director or officer acted honestly and in good faith, he or she may not be required to account for the profit or gain realized and to remit the profit or gain to the corporation.

Limitation on Liability of Directors

The DGCL permits indemnification for derivative suits only for expenses (including legal fees) and only if the person is not found liable, unless a court determines the person is fairly and reasonably entitled to the indemnification.	Under the QBCA, a corporation must indemnify a director or officer, a former director or officer, a mandatory or any other person who acts or acted at the corporation's request as a director or officer, or an individual acting in a similar capacity of another group (who is referred to in this document as an indemnifiable person) against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the indemnifiable person on the exercise of the person's functions or arising from any investigative or other proceeding in which the person is involved if (i) the person acted with honestly and loyalty in the interest of the corporation or other group, and (ii) in the case of a proceeding enforceable by a monetary penalty, the person had reasonable grounds for believing the person's conduct was lawful. An indemnifiable person may not be indemnified by the corporation if the court determines that the person has committed an intentional or gross fault. In the case of a derivative action, indemnity may be made only with court approval.

Call and Notice of Stockholder Meetings

Under the DGCL, an annual stockholder meeting is held on such date and at such time as designated by or in the manner provided in the bylaws and any stockholders meeting may be held at such place as may be designated by or in the manner provided in the certificate of incorporation or bylaws, or if not so designated, as determined by the board of directors. Special stockholder meetings may be called by the board of directors or any other person authorized to call such meeting under the corporation's certificate of incorporation or bylaws. If an annual meeting for election of directors is not held on the date designated or an action by written consent to elect directors in lieu of an annual meeting has not been taken within 30 days after the date designated for the annual meeting, or if no date has been designated, for a period of 13 months after the later of the last annual meeting or the last action by written consent to elect directors in lieu of an annual meeting, the Delaware Court of Chancery may summarily order a meeting to be held upon the application of any stockholder or director.	Under the QBCA, an annual meeting of shareholders must be held no later than fifteen months after holding the last preceding annual meeting. Under the QBCA, the directors of a corporation may call a special meeting at any time. In addition, holders of not less than 10 percent of the issued shares of a corporation that carry the right to vote at a meeting sought to be held may requisition the directors to call a meeting of shareholders.

Stockholder Action by Written Consent

Under the DGCL, stockholders may act by written consent without a meeting if they hold outstanding stock that has at least the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote on the action were present and voted, unless such action is prohibited by the corporation's certificate of incorporation.	Under the QBCA, a written resolution signed by all the shareholders of a corporation who would have been entitled to vote on the resolution at a meeting is effective to approve the resolution.

Stockholder Nominations and Proposals

Not applicable.	Under the QBCA, a shareholder entitled to vote at a shareholders' meeting may submit a shareholder proposal relating to matters which the shareholder wishes to propose and discuss at an annual shareholders' meeting and, subject to such shareholder's compliance with the prescribed time periods and other requirements of the QBCA pertaining to shareholder proposals, the corporation is required to include such proposal in the information circular pertaining to any annual meeting at which it solicits proxies, subject to certain exceptions. Notice of such a proposal must be provided to the corporation at least 90 days before the one year anniversary date of the notice of meeting for the last annual shareholders' meeting. In addition, the QBCA requires that any shareholder proposal that includes nominations for the election of directors must be signed by one or more holders of shares representing in the aggregate not less than five per cent of the shares or five per cent of the shares of a class of shares of the corporation entitled to vote at the meeting to which the proposal is to be presented.

Stockholder Quorum and Vote Requirements

Under the DGCL, a quorum for a stock corporation is a majority of the shares entitled to vote at the meeting unless the certificate of incorporation or bylaws specify a different quorum, but in no event may a quorum be less than one-third of the shares entitled to vote, except where a separate vote by a class(es) or series is required, in which case a quorum will consist of no less than one-third of the shares of such class(es) or series. Unless the DGCL, certificate of incorporation or bylaws provide for a greater vote, generally the required vote under the DGCL is a majority of the shares present in person or represented by proxy, except for the election of directors which requires a plurality of the votes of the shares present in person or represented by proxy.

Under the QBCA, unless the bylaws otherwise provide, the holders of a majority of the shares of a corporation entitled to vote at a meeting of shareholders, whether present in person or represented by proxy, constitute a quorum.

Amendment of Governing Instrument

Amendment of Certificate of Incorporation. Generally, under the DGCL, the affirmative vote of the holders of a majority of the outstanding stock, and a majority of the outstanding stock of each class, entitled to vote on such matter, is required to approve a proposed amendment to the certificate of incorporation, following the adoption of the amendment by the board of directors of the corporation, provided that the certificate of incorporation may provide for a greater vote. Under the DGCL, holders of the outstanding shares of a class are entitled to vote as a class on the proposed amendment (whether or not entitled to vote on such matter by the certificate of incorporation), if the amendment would have certain consequences that adversely affect the rights and preferences of such class. If the adverse consequences of the amendment would impact one or more series of any class, but not the entire class, then only the shares of the series being affected by the amendment will be considered a separate class when voting on the proposed amendment.

Amendment of Bylaws. Under the DGCL, after a corporation has received any payment for any of its stock, the power to adopt, amend or repeal bylaws shall be vested in the stockholders entitled to vote; provided, however, that any corporation may, in its certificate of incorporation, provide that bylaws may be adopted, amended or repealed by the board of directors. The fact that such power has been conferred upon the board of directors shall not divest the stockholders of the power nor limit their power to adopt, amend or repeal the bylaws.

Amendment of Articles. Under the QBCA, amendments to the articles of incorporation generally require the approval of not less than two thirds of the votes cast by shareholders entitled to vote on the resolution. Specified amendments may also require the approval of other classes of shares. If the amendment is of a nature affecting a particular class or series in a manner requiring a separate class or series vote, that class or series is entitled to vote on the amendment whether or not it otherwise carries the right to vote.

Amendment of Bylaws. Under the QBCA, the directors may, by resolution, make, amend or repeal any bylaws that regulates the business or affairs of the corporation. Where the directors make, amend or repeal a bylaw, they are required under the QBCA to submit that action to the shareholders at the next meeting of shareholders and the shareholders may confirm, reject or amend that action by simple majority, or ordinary resolution. If the action is rejected by shareholders, or the directors of a corporation do not submit the action to the shareholders at the next meeting of shareholders, the action will cease to be effective, and no subsequent resolution of the directors to make, amend or repeal a bylaw having substantially the same purpose or effect will he effective until it is confirmed.

Votes on Mergers, Consolidations and Sales of Assets

The DGCL provides that the adoption of a merger agreement requires the approval of a majority of the outstanding stock of the corporation entitled to vote thereon.	Under the QBCA, certain extraordinary corporate actions, such as amalgamations (other than with certain affiliated corporations), continuances and sales, leases or exchanges of the property of a corporation if as a result of such alienation the corporation would be unable to retain a significant part of its business activities, and other extraordinary corporate actions such as liquidations, dissolutions and (if ordered by a court) arrangements, are required to be approved by "special resolution." A "special resolution" is a resolution passed by not less than two-thirds of the votes cast at a shareholders meeting by the shareholders entitled to vote on the resolution or signed by all shareholders entitled to vote on the resolution. In specified cases, a special resolution to approve the extraordinary corporate action is also required to be approved separately by the holders of a class or series of shares, including in certain cases a class or series of shares not otherwise carrying voting rights.

Dissenter's Rights of Appraisal

Under the DGCL, a stockholder of a Delaware corporation generally has the right to dissent to a merger or consolidation in which the Delaware corporation is participating, subject to specified procedural requirements, including that such dissenting stockholder does not vote in favor of the merger or consolidation. However, the DGCL does not confer appraisal rights, in certain circumstances, including if the dissenting stockholder owns shares traded on a national securities exchange and will receive publicly traded shares in the merger or consolidation. Under the DGCL, a stockholder asserting appraisal rights does not receive any payment for his or her shares until the court determines the fair value or the parties otherwise agree to a value. The costs of the proceeding may be determined by the court and assessed against the parties as the court deems equitable under the circumstances.	The QBCA provides that shareholders of a corporation are entitled to exercise dissent rights (called "the right to demand the repurchase of shares") and to be paid the fair value of their shares in connection with specified matters, including: (i) any amalgamation with another corporation (other than with certain affiliated corporations); (ii) an amendment to the corporation's articles to add, change or remove any provisions restricting or constraining the transfer of shares; (iii) an amendment to the corporation's articles to add. change or remove any restriction upon the businesses or businesses that the corporation may carry on; (iv) a continuance under the laws of another jurisdiction; (v) a sale, lease or exchange of the property of the corporation or of its subsidiaries if, as a result of such alienation, the corporation is unable to retain a significant part of its business activity; (vi) a court order permitting a shareholder to exercise his right to demand the repurchase of his shares in connection with an application to the court for an order approving an arrangement proposed by the corporation; (vii) the carrying out of a going-private transaction; and (viii) certain amendments to the articles of a corporation which require a separate class or series vote by a holder of shares of any class or series. However, a shareholder is not entitled to dissent if an amendment to the articles is effected by a court order approving reorganization or by a court order made in connection with an action for an oppression remedy.

Oppression Remedy

The DGCL does not provide for a similar remedy.

The QBCA provides an oppression remedy (called "rectification of abuse of power or iniquity") that enables a court to make any order, whether interim or final, to rectify matters that are oppressive or unfairly prejudicial to the interests of any securityholder, director or officer of the corporation if an application is made to a court by an "applicant". An "applicant" with respect to a corporation means any of the following: (i) a present or former registered holder or beneficiary of securities of the corporation or any of its affiliates; (ii) a present or former officer or director of the corporation or any of its affiliates and (iii) any other person who in the discretion of the court has the interest to make the application.

The oppression remedy provides the court with very broad and flexible powers to intervene in corporate affairs to protect shareholders and other complainants. While conduct that is in breach of fiduciary duties of directors or that is contrary to the legal right of a complainant will normally trigger the court's jurisdiction under the oppression remedy, the exercise of that jurisdiction does not depend on a finding of a breach of those legal and equitable rights. Furthermore, the court may order a corporation to pay the interim expenses of an applicant seeking an oppression remedy, but the applicant may be held accountable for interim costs on final disposition of the complaint (as in the case of a derivative action as described in "Shareholder Derivative Actions" below).

Shareholder Derivative Actions

Under the DGCL, stockholders may bring derivative actions on behalf of, and for the benefit of the corporation. The plaintiff in a derivative action on behalf of the corporation either must be or have been a stockholder of the corporation at the time of the transaction or must be a stockholder who became a stockholder by operation of law in the transaction regarding which the stockholder complains. A stockholder may not sue derivatively on behalf of the corporation unless the stockholder first makes demand on the corporation that it bring suit and the demand is refused, unless it is shown that making the demand would have been a futile act.

Under the QBCA, an applicant, as described directly above, may apply to a Quebec court for leave to bring an action in the name of, and on behalf of, the corporation or any subsidiary, or to intervene in an existing action to which the corporation or any of its subsidiaries is a party, for the purpose of prosecuting, defending or discontinuing an action on behalf of the corporation or its subsidiary. Under the QBCA, no action may be brought and no intervention in an action may be made unless a court is satisfied that: (i) the shareholder has given the required 14-day notice to the directors of the corporation or the subsidiary of the shareholder's intention to apply to the court if the directors do not bring, diligently prosecute or defend or discontinue the action; (ii) the shareholder is acting in good faith; and (iii) it appears to be in the interests of the corporation or the relevant subsidiary that the action be brought. prosecuted, defended or discontinued.

Under the QBCA, the court in a derivative action may make any order it thinks fit. In addition, under the QBCA, a court may order the corporation or its relevant subsidiary to pay the shareholder's interim costs, including reasonable legal fees and disbursements. Although the shareholder may be held accountable for the interim costs on final disposition of the complaint, the shareholder is not required to give security for costs in a derivative action.

Anti-Takeover and Ownership Provisions

Unless an issuer opts out of the provisions of Section 203 of the DGCL, Section 203 generally prohibits a public Delaware corporation from engaging in a "business combination" with a holder of 15% or more of the corporation's outstanding voting stock (as defined in Section 203), referred to as an interested stockholder, for a period of three years after the time that such stockholder became an interested stockholder, except as otherwise provided in Section 203. For these purposes, the term "business combination" includes mergers, assets sales and other similar transactions with an interested stockholder.

While the QBCA does not contain specific anti- takeover provisions with respect to "business combinations", rules and policies of certain Canadian securities regulatory authorities, including Multilateral Instrument 61-101—Protection of Minority Security Holders in Special Transactions, or Multilateral Instrument 61-101, contain requirements in connection with, among other things, "related party transactions" and "business combinations", including, among other things, any transaction by which an issuer directly or indirectly engages in the following with a related party: acquires, sells, leases or transfers an asset, acquires the related party, acquires or issues treasury securities, amends the terms of a security if the security is owned by the related party or assumes or becomes subject to a liability or takes certain other actions with respect to debt.

The term "related party" includes (i) a control person of the corporation, including a person of which the corporation is a control person, (ii) directors and senior officers and (iii) holders of more than 10% of the voting rights attached to all outstanding voting securities of the issuer or holders of a sufficient number of any securities of the issuer to materially affect control of the issuer.

Multilateral Instrument 61-101 requires, subject to certain exceptions, the preparation of a formal valuation relating to certain aspects of the transaction and more detailed disclosure in the proxy material sent to security holders in connection with a related party transaction including related to the valuation. Multilateral Instrument 61-101 also requires, subject to certain exceptions, that an issuer not engage in a related party transaction unless the shareholders of the issuer, other than the related parties, approve the transaction by a simple majority of the votes cast.

C. ***Material contracts.***

Other than contracts entered into in the ordinary course of business, the following contracts summarized below are the material contracts that the Company has been a party to for the two years preceding the publication of this Annual Report:

Marathon Credit Agreement

On July 13, 2022, we announced that we had entered into a binding commitment with affiliated funds of Marathon Asset Management providing for a non-dilutive term loan of up to $100 million and, on July 20, 2022, the Company executed the Marathon Credit Agreement. The Marathon Credit Agreement provides for the disbursement of $100 million in four various tranches. As guarantee for the repayment of the loan, the Corporation and each of its subsidiaries have granted a first ranking security interest on all of their assets subject to certain credit card arrangements restrictions. Refer to Note 17 to the Audited Financial Statements and "Item 4A – History and development of the Company – Recent Developments" for further information on the Marathon Credit Agreement.

TaiMed Agreement

On March 18, 2016, we entered into a distribution and marketing agreement with TaiMed granting the Company the exclusive right to market and distribute Trogarzo® in Canada and the United States. On March 6, 2017, we amended and restated the distribution and marketing agreement granting the Company the exclusive rights to commercialize Trogarzo® in the United States and Canada ("North American Territory"), as well as in the European Territory. TaiMed is responsible for the manufacture and supply of Trogarzo® under the TaiMed Agreement. TaiMed kept all rights related to the further development of ibalizumab.

On April 27, 2022, we notified TaiMed pursuant to the terms of the TaiMed Agreement that we were terminating our rights to commercialize Trogarzo® in the European Territory. Such notice of termination became effective on December 15, 2022.

Refer to Notes 3 and 13 of the Audited Financial Statements for more information on the TaiMed Agreement.

MGH License Agreement

On February 3, 2020, we entered into the MGH License Agreement, granting us an exclusive, worldwide, royalty-bearing license under the MGH's rights to all data, inventions and patents rights, or Proprietary Rights, resulting from the study conducted by the MGH regarding "*Tesamorelin effects on liver fat and histology in HIV*". The MGH License Agreement is scheduled to expire on the latest of (i) the date on which all issued patents, if any, and filed patent applications have expired or been abandoned, and (ii) one year after the last sale for which a royalty is due under the MGH License Agreement, unless earlier terminated pursuant to certain customary termination provisions. Refer to Note 26 of the Audited Financial Statements for more information on the MGH License Agreement.

Katana Agreement

We acquired the SORT1+ Technology™ platform following the acquisition of all of the issued and outstanding shares of Katana on February 25, 2019.

See "Item 4B – Business Overview – Research and Development Activities – Oncology – SORT1+ Technology™ Platform" and refer to Note 13 of the Audited Financial Statements for more information on the Katana Agreement.

Transfert Plus License Agreement

Under the Transfert Plus License Agreement, we obtained the exclusive worldwide rights to develop, make, have made, use, sell, offer to sell, distribute, commercialize and import the technology related to the technology platform that uses peptides as a vehicle to deliver existing cytotoxic agents to sortilin receptors which are overexpressed on cancer cells. See "Item 4B – Business Overview – Research and Development Activities – Oncology – SORT1+ Technology™ Platform" and refer to Note 13 of the Audited Financial Statements for further information on the Transfert Plus License Agreement.

Investor Rights Agreement

On October 31, 2023, in connection with the Concurrent Private Placement, the Corporation entered into the Investor Rights Agreement with Investissement Québec. See "Item 4A – History and Development of the Company – Recent Developments – Public Offering and Concurrent Private Placement" and Note 20 of the Audited Financial Statements for more information on the Investor Rights Agreement.

Employment Agreements

The Corporation entered into an employment agreement for an indeterminate term with Mr. Paul Lévesque on March 1, 2020. See "Item 6B – Compensation – Summary of Employment Agreements – Termination and Change Control Provisions – Paul Lévesque" of this Annual Report for a summary of Mr. Paul Lévesque's employment agreement.

The Corporation entered into an employment agreement for an indeterminate term with Mr. Philippe Dubuc on February 24, 2016, as was further amended. See "Item 6B – Compensation – Summary of Employment Agreements – Termination and Change Control Provisions – Philippe Dubuc" of this Annual Report for a summary of Mr. Philippe Dubuc's employment agreement.

The Corporation entered into an employment agreement for an indeterminate term with Mr. Christian Marsolais on April 13, 2007, as was further amended. See "Item 6B – Compensation – Summary of Employment Agreements – Termination and Change Control Provisions – Christian Marsolais" of this Annual Report for a summary of Mr. Christian Marsolais' employment agreement.

The Corporation, through Thera US, entered into an employment agreement with Mr. John Leasure on March 23, 2021, for an indeterminate term. Effective April 11, 2022, the Corporation entered into the 2022 Agreement, as was further amended, with Mr. Leasure for an inderminate term. See "Item 6B – Compensation – Summary of Employment Agreements – Termination and Change Control Provisions – John Leasure" of this Annual Report for a summary of Mr. John Leasure's employment agreement.

The Corporation entered into an employment agreement for an indeterminate term with Mr. Lafond on March 29, 2007, as was further amended. See "Item 6B – Compensation – Summary of Employment Agreements – Termination and Change Control Provisions – Jocelyn Lafond" of this Annual Report for a summary of Mr. Jocelyn Lafond's employment agreement.

D. ***Exchange controls.***

Canada has no system of currency exchange controls. There are no governmental laws, decrees or regulations in Canada that restrict the export or import of capital, including but not limited to, foreign exchange controls, or that affect the remittance of dividends, interest or other payments to non-resident holders of the Company's securities. However, if dividends are paid to U.S. holders, they will be subject to Canadian withholding tax. See "Item 10 E - Taxation - Canadian Federal Income Tax Considerations - Dividends" for more detail.

E. ***Taxation.***

Canadian Federal Income Tax Considerations

The following is, as of the date hereof, a summary of certain Canadian federal income tax considerations generally applicable to a holder of Common Shares who, at all relevant times, (A) is a resident of the United States for purposes of the *Canada-United States Income Tax Convention (1980)* ("Treaty"), is fully entitled to the benefits of the Treaty, and did not, does not and will not have a fixed base or permanent establishment in Canada within the meaning of the Treaty, and (B) for purposes of the *Income Tax Act* (Canada) ("Tax Act"), (i) is not a resident, or deemed to be a resident, of Canada; (ii) holds the Common Shares as capital property and as beneficial owner; (iii) deals at arm's length with the Corporation and is not affiliated with the Corporation; (iv) does not use or hold, and is not deemed to use or hold, such Common Shares in the course of carrying on a business in Canada; (v) did not acquire the Common Shares by virtue of employment, and (vi) is not a financial institution, specified financial institution, registered non-resident insurer, authorized foreign bank, exempt entity, partnership or trust (each as defined in the Tax Act) (a "U.S. Holder"). Generally, the Common Shares will be considered to be capital property to a U.S. Holder unless the U.S. Holder holds such securities in the course of carrying on a business or has acquired them in one or more transactions considered to be an adventure or concern in the nature of trade.

This summary is based upon the current provisions of the Tax Act in force as of the date hereof and our understanding of the current published administrative policies and assessing practices of the Canada Revenue Agency ("CRA"). This summary takes into account all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof ("Tax Proposals") and assumes that the Tax Proposals will be enacted in the form proposed, although no assurance can be given that the Tax Proposals will be enacted in their current form or at all. This summary does not otherwise take into account any changes in law or in the administrative policies or assessing practices of the CRA, whether by legislative, governmental or judicial decision or action, nor does it take into account or consider any provincial, territorial or foreign income tax considerations, which considerations may differ significantly from the Canadian federal income tax considerations discussed in this summary.

This summary is of a general nature only, is not exhaustive of all possible Canadian federal income tax considerations and is not intended to be, nor should it be construed to be, legal or tax advice to any particular U.S. Holder. This summary is not exhaustive of all Canadian federal income tax considerations. U.S. Holders should consult their own tax advisors with respect to their particular circumstances.

Currency Conversion

For purposes of the Tax Act, all amounts relating to the acquisition, holding or disposition of Common Shares (including dividends, adjusted cost base and proceeds of disposition) must be expressed in Canadian dollars based on the rate as quoted by the Bank of Canada for the applicable day or such other rate of exchange that is acceptable to the CRA.

Dividends

Amounts paid or credited or deemed to be paid or credited as, on account or in lieu of payment of, or in satisfaction of, dividends on Common Shares to a U.S. Holder will be subject to Canadian withholding tax. Under the Treaty, the rate of withholding tax on dividends paid or credited by the Corporation to a U.S. Holder that beneficially owns such dividends and qualifies for the full benefits of the Treaty is generally limited to 15% of the gross amount of the dividend. This rate is further reduced to 5% in the case of a U.S. Holder that is a company for purposes of the Treaty that owns at least 10% of the Corporation's voting shares at the time the dividend is paid or deemed to be paid.

Dispositions of Common Shares

A U.S. Holder generally will not be subject to tax under the Tax Act in respect of a capital gain realized on the disposition or deemed disposition of a Common Share, nor will capital losses arising therefrom be recognized under the Tax Act, unless the Common Share constitutes "taxable Canadian property" to the U.S. Holder for purposes of the Tax Act, and the gain is not exempt from tax pursuant to the terms of the Treaty.

Provided the Common Shares are listed on a "designated stock exchange", as defined in the Tax Act (which currently includes the TSX), at the time of disposition, such shares generally will not constitute taxable Canadian property of a U.S. Holder at that time, unless at any time during the 60-month period immediately preceding the disposition of the Common Shares, the following two conditions are met concurrently:

(i) the U.S. Holder, persons with whom the U.S. Holder did not deal at arm's length, partnerships in which the U.S. Holder or such non-arm's length person holds a membership interest (either directly or indirectly through one or more partnerships), or the U.S. Holder together with all such persons, owned 25% or more of the issued shares of any class or series of the capital stock of the Corporation; and

(ii) more than 50% of the fair market value of the Common Shares was derived directly or indirectly from one or any combination of real or immovable property situated in Canada, "Canadian resource properties" (as defined in the Tax Act), "timber resource properties" (as defined in the Tax Act) or an option, an interest or right in such property, whether or not such property exists.

Notwithstanding the foregoing, a Common Share may otherwise be deemed to be taxable Canadian property to a U.S. Holder for purposes of the Tax Act in certain circumstances.

U.S. Holders who may hold Common Shares that are, or may be, taxable Canadian property should consult their own tax advisors with respect to the application of Canadian capital gains taxation, any potential relief under the Treaty, and compliance procedures under the Tax Act, none of which is described in this summary.

Material U.S. Federal Income Tax Considerations

The following is a summary of material U.S. federal income tax consequences of the acquisition, ownership and disposition of the Common Shares by U.S. Holders, as defined below. This discussion is not a complete analysis or listing of all of the possible tax consequences to U.S. Holders and does not address all tax considerations that might be relevant to particular U.S. Holders of the Common Shares in light of their individual circumstances or to persons that are subject to special tax rules, such as:

- banks, insurance companies and certain other financial institutions;
- regulated investment companies;

- real estate investment trusts;
- brokers, dealers or traders in securities, commodities or currencies;
- tax exempt entities, qualified retirement plans, individual retirement accounts, other tax-deferred accounts or government organizations;
- persons that do not hold Common Shares as capital assets, within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended ("Code");
- persons holding the Common Shares as part of an integrated or conversion transaction or a constructive sale or a straddle;
- persons that own, have owned or will own (directly, indirectly, or by attribution) 10% or more of the total combined voting power of our outstanding Common Shares;
- U.S. expatriates;
- S corporations, partnerships, or other entities or arrangements classified as partnerships or otherwise treated as pass-through entities for U.S. federal income tax purposes;
- persons holding the Common Shares in connection with a trade or business, permanent establishment, or fixed base outside the United States;
- dealers or traders in securities; or
- U.S. Holders whose functional currency is not the U.S. dollar.

This summary does not address any alternative minimum tax rules, U.S. federal estate and gift tax consequences or tax consequences under any state, local or non-U.S. laws.

For purposes of this discussion, a "U.S. Holder" is a beneficial owner of Common Shares that is:

- an individual citizen or resident alien of the United States for U.S. federal income tax purposes;
- a corporation created or organized under the laws of the United States, any state thereof, or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust (A) if a court within the United States is able to exercise primary supervision over its administration and one or more U.S. persons have authority to control all substantial decisions of the trust, or (B) that has a valid election in effect under applicable tax regulations ("Treasury Regulations") issued by the United States Internal Revenue Service ("IRS"), a bureau of the U.S. Treasury Department ("U.S. Treasury") to be treated as a U.S. person.

If a partnership or other pass through entity is a beneficial owner of Common Shares, the U.S. federal income tax consequences to the partners (or other owners) will generally depend upon the status of the partners (or other owners) and the activities of the entity. Partners (or other owners) of a partnership or other pass through entity that acquires Common Shares should consult with their tax advisors regarding the tax consequences of acquiring, owning and disposing of Common Shares.

The following discussion is based upon the Code, existing and proposed Treasury Regulations, judicial decisions, and administrative pronouncements, all as in effect as of the date hereof and all of which are subject to change, possibly with retroactive effect. Any such change could result in U.S. federal income tax consequences different from those discussed below. In particular, this summary does not discuss the potential effects, whether adverse or beneficial, of any proposed legislation; legislation that, if enacted, could be applied on a retroactive or prospective basis, and that could cause the tax consequences to be different than discussed in this summary. We have not requested, and do not intend to request, a ruling or other guidance from the IRS with respect to any of the U.S. federal income tax consequences described below, and there can be no assurance that the IRS will not disagree with or challenge any of the conclusions described herein.

The following discussion is for general information only and is not intended to be, nor should it be construed to be, legal or tax advice to any beneficial owner or prospective beneficial owner of Common Shares and no opinion or representation with respect to the U.S. federal income tax consequences to any such beneficial owner or prospective beneficial owner is given. Prospective purchasers are urged to consult their tax advisors as to the particular consequences to them under U.S. federal, state and local, and any applicable non-U.S., tax laws of the acquisition, ownership and disposition of Common Shares. Holders of Common Shares are also urged to carefully review the discussion contained herein under "*Canadian Federal Income Tax Considerations*."

Ownership of Common Shares

The following discussion is subject in its entirety to the rules described below under the heading "*Passive Foreign Investment Company Rules*".

Distributions on Common Shares

Distributions (including the amount of Canadian taxes withheld, if any) paid on Common Shares generally will be treated as dividends to the extent paid out of our current or accumulated earnings and profits (as determined under U.S. federal income tax principles) and will be includible in income by U.S. Holders when received. If a distribution exceeds our current and accumulated earnings and profits, the excess will be treated as a tax-free return of capital up to the U.S. Holder's tax basis in Common Shares. Any remaining excess distribution generally will be treated as capital gain recognized on a sale or exchange of Common Shares on the day actually or constructively received by the U.S. Holder (as described below under the heading, "*Sale or Other Taxable Disposition of Common Shares*"). However, the Corporation may not maintain the calculations of its earnings and profits in accordance with U.S. federal income tax principles, and each U.S. Holder should assume that any distribution with respect to Common Shares will constitute ordinary dividend income.

Dividends received on Common Shares by corporate U.S. Holders generally will not be eligible for the "dividends received deduction." Provided that we are eligible for the benefits of the Canada-U.S. Tax Convention or that the Common Shares are "readily tradable" on a U.S. securities market, dividends paid by us to non-corporate U.S. Holders generally will be eligible for the preferential tax rates applicable to qualified dividend income, in each case provided certain holding periods and other conditions are satisfied, including that we will not be classified as a PFIC (as defined below) in the tax year of distribution or in the preceding tax year.

Foreign Tax Credit

In general, any Canadian withholding tax imposed on dividend payments in respect of Common Shares will be treated as a foreign income tax eligible for credit against a U.S. Holder's U.S. federal income tax liability (or, at a U.S. Holder's election, may, in certain circumstances, be deducted in computing taxable income). Dividends paid on Common Shares will be treated as foreign-source income, and generally treated as "passive category income" for U.S. foreign tax credit purposes. The Code applies complex limitations on the amount of foreign taxes that may be claimed as a credit by U.S. taxpayers. U.S. Holders are urged to consult their own tax advisors with respect to the amount of foreign taxes that can be claimed as a credit.

Sale or Other Taxable Disposition of Common Shares

A U.S. Holder will generally recognize capital gain or loss upon the sale or other taxable disposition of Common Shares in an amount equal to the difference between the U.S. Holder's tax basis in the Common Shares disposed of and the amount realized on the disposition. Gain or loss realized by a U.S. Holder on the sale or other taxable disposition of Common Shares will be capital gain or loss for U.S. federal income tax purposes, and will be long term capital gain or loss if the U.S. Holder's holding period for the Common Shares is more than one year. In the case of a non-corporate U.S. Holder, long term capital gains will be subject to reduced rates of taxation. The deductibility of capital losses is subject to limitations.

Passive Foreign Investment Company Rules

If we are classified as a passive foreign investment company ("PFIC") in any taxable year, a U.S. Holder will be subject to special rules generally intended to reduce or eliminate any benefits from the deferral of U.S. federal income tax that a U.S. Holder could derive from investing in a non-U.S. corporation that does not distribute all of its earnings on a current basis.

A non-U.S. corporation will be classified as a PFIC for any taxable year in which, after applying certain look-through rules, either:

- at least 75% of its gross income is passive income (such as interest income); or
- at least 50% of its gross assets (determined on the basis of a quarterly average) is attributable to assets that produce passive income or are held for the production of passive income.

For purposes of the gross income and gross asset tests, we will be treated as owning our proportionate share of the assets and earning our proportionate share of the income of any other corporation, the equity of which we own, directly or indirectly, 25% or more (by value). Pursuant to proposed Treasury Regulations, we will also be treated as owning our proportionate share of the assets and earning our proportionate share of the income of any partnership, the equity of which we own, directly or indirectly, 25% or more (by value). In addition, if we own, directly or indirectly, less than 25% (by value) of the equity of a partnership, our proportionate share of the income of the partnership will be treated as passive income, and the partnership interest will be treated as a passive asset. The proposed Treasury Regulations would apply to tax years of U.S. persons that are shareholders in certain foreign corporations beginning on or after the date of publication of the U.S. Treasury decision adopting the proposed Treasury Regulations as final regulations in the Federal Register.

The determination of PFIC status is inherently factual, is subject to a number of uncertainties, and can be determined only annually after the close of the tax year in question. Additionally, the analysis depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations. The Corporation does not believe that it was a PFIC for its taxable year ended November 30, 2023. There can be no assurance, however, that (i) the IRS could not successfully challenge the Corporation's PFIC status for any prior tax year; or (ii) the Corporation will not be classified as a PFIC for the current tax year or any prior or future tax year. No opinion of legal counsel or ruling from the IRS concerning the status of the Corporation as a PFIC has been obtained or will be requested. U.S. Holders should consult their own tax advisors regarding the PFIC status of the Corporation.

If we are classified as a PFIC in any year that a U.S. Holder owns any Common Shares, we will continue to be treated as a PFIC with respect to such U.S. Holder in all succeeding years during which the U.S. Holder owns any Common Shares, regardless of whether we continue to meet the tests described above unless (i) we cease to be a PFIC and the U.S. Holder has made a "deemed sale" election under the PFIC rules, or (ii) the U.S. Holder makes an available Qualified Electing Fund Election (a "QEF Election") for all taxable years during such U.S. Holder's holding period in which we are a PFIC. If the "deemed sale" election is made, a U.S. Holder will be deemed to have sold such U.S. Holder's Common Shares at their fair market value and any gain from such deemed sale would be subject to the "excess distribution" rules described below. After the deemed sale election, so long as we do not become a PFIC in a subsequent taxable year, the U.S. Holder's Common Shares with respect to which such election was made will not be treated as shares in a PFIC and the U.S. Holder will not be subject to the rules described below with respect to any "excess distribution" the U.S. Holder receives from us or any gain from an actual sale or other disposition of the Common Shares. U.S. Holders should consult their tax advisors as to the possibility and consequences of making a deemed sale election if we cease to be a PFIC and such election becomes available.

For each taxable year we are treated as a PFIC, a U.S. Holder will be subject to special tax rules for any "excess distribution" such U.S. Holder receives and any gain such U.S. Holder recognizes from a sale or other disposition (pursuant to proposed Treasury Regulations, including, under certain circumstances, a pledge) of Common Shares, unless (i) such U.S. Holder makes an available QEF Election, or (ii) in the case of a U.S. Holder holding our Common Shares, our Common Shares constitute "marketable" securities, and such U.S. Holder makes a mark-to-market election as discussed below. Absent the making of a QEF Election or an available mark-to-market election, distributions a U.S. Holder receives in a taxable year that are greater than 125% of the average annual distributions a U.S. Holder received during the shorter of the three preceding taxable years or the U.S. Holder's holding period for the Common Shares will be treated as an excess distribution. Under these special tax rules:

- the excess distribution or gain will be allocated rateably over a U.S. Holder's holding period for the Common Shares;
- the amount allocated to the current taxable year, and any taxable year prior to the first taxable year in which we became a PFIC, will be treated as ordinary income; and
- the amount allocated to each other year will be subject to the highest tax rate in effect for that year and the interest charge generally applicable to underpayments of tax will be imposed on the resulting tax attributable to each such year.

The tax liability for amounts allocated to years prior to the year of disposition or excess distribution cannot be offset by any net operating losses for such years, and gains (but not losses) realized on the sale of the Common Shares cannot be treated as capital, even if a U.S. Holder holds the Common Shares as capital assets.

In addition, if we are a PFIC, a U.S. Holder will generally be subject to similar rules with respect to distributions *we* receive from, and *our* dispositions of the stock of, any of our direct or indirect subsidiaries that also are PFICs, as if such distributions were indirectly received by, and/or dispositions were indirectly carried out by, such U.S. Holder. U.S. Holders should consult their tax advisors regarding the application of the PFIC rules to our subsidiaries and to their ownership of the Common Shares.

If a U.S. Holder makes an effective QEF Election, the U.S. Holder will be required to include in gross income each year, whether or not we make distributions, as capital gains, such U.S. Holder's pro rata share of our net capital gains and, as ordinary income, such U.S. Holder's pro rata share of our earnings in excess of our net capital gains. A U.S. Holder that makes a QEF Election generally (a) may receive a tax-free distribution from the Corporation to the extent that such distribution represents "earnings and profits" of the Corporation that were previously included in income by the U.S. Holder because of such QEF Election and (b) will adjust such U.S. Holder's tax basis in the Common Shares to reflect the amount included in income or allowed as a tax-free distribution because of such QEF Election. In addition, a U.S. Holder that makes a QEF Election generally will recognize capital gain or loss on the sale or other taxable disposition of Common Shares. Currently, we do not expect that we would provide the information necessary for U.S. Holders to make a QEF Election if we determine that we are a PFIC. Thus, prospective investors should assume that a QEF Election will not be available.

U.S. Holders also can avoid the PFIC interest charge on excess distributions or gain relating to the Common Shares by making a mark-to-market election with respect to the Common Shares, provided that the Common Shares are "marketable." Common Shares will be marketable if they are "regularly traded" on certain U.S. stock exchanges or on a foreign stock exchange that meets certain conditions. For these purposes, the Common Shares will be considered regularly traded in any calendar year during which they are traded, other than in de minimis quantities, on at least 15 days during each calendar quarter. Any trades, the principal purpose of which is to meet this requirement, will be disregarded. The Common Shares are listed on the Nasdaq, which is a qualified exchange for these purposes. Consequently, if the Common Shares remain listed on the Nasdaq and are regularly traded, we expect the mark-to-market election would be available to U.S. Holders if we are a PFIC. Each U.S. Holder should consult its own tax advisor as to whether a mark-to-market election is available or advisable with respect to the Common Shares.

A U.S. Holder that makes a mark-to-market election must include in ordinary income for each year the Corporation is a PFIC an amount equal to the excess, if any, of the fair market value of the Common Shares at the close of the taxable year over the U.S. Holder's adjusted tax basis in the Common Shares. An electing U.S. Holder may also claim an ordinary loss deduction for the excess, if any, of the U.S. Holder's adjusted basis in the Common Shares over the fair market value of the Common Shares at the close of the taxable year, but this deduction is allowable only to the extent of any net mark-to-market gains for prior years. Gains from an actual sale or other disposition of the Common Shares will be treated as ordinary income, and any losses incurred on a sale or other disposition of the shares will be treated as an ordinary loss to the extent of any net mark-to-market gains for prior years. Any loss in excess thereof will be taxed as a capital loss, and capital losses are subject to significant limitations under the Code. Once made, the election cannot be revoked without the consent of the IRS unless the Common Shares cease to be marketable.

However, a mark-to-market election generally cannot be made for equity interests in any lower-tier PFICs that we own, unless shares of such lower-tier PFIC are themselves "marketable." As a result, even if a U.S. Holder validly makes a mark-to-market election with respect to the Common Shares, the U.S. Holder may continue to be subject to the PFIC rules (described above) with respect to the U.S. Holder's indirect interest in any of our investments that are treated as an equity interest in a PFIC. U.S. Holders should consult their tax advisors to determine whether any of these elections would be available and if so, what the tax consequences of the alternative treatments would be in their particular circumstances.

Additional Considerations Applicable to Common Shares

Receipt of Foreign Currency

The amount of any distributions on or proceeds on the sale, exchange or other taxable disposition of Common Shares paid to a U.S. Holder in foreign currency, generally will be equal to the U.S. dollar value of such foreign currency based on the exchange rate applicable on the date of receipt, regardless of whether such foreign currency is converted into U.S. dollars at that time. A U.S. Holder will have a basis in the foreign currency equal to its U.S. dollar value on the date of receipt. Any U.S. Holder who converts or otherwise disposes of the foreign currency after the date of receipt may have a foreign currency exchange gain or loss that would be treated as ordinary income or loss, and generally will be U.S. source income or loss for foreign tax credit purposes. Different rules apply to U.S. Holders who use the accrual method of tax accounting. U.S. Holders are urged to consult their own tax advisors regarding the U.S. federal income tax consequences of receiving, owning, and disposing of foreign currency.

Medicare Tax

An additional 3.8% Medicare tax is imposed on the "net investment income" of certain U.S. Holders who are individuals, estates or trusts. Among other items, "net investment income" generally includes gross income from dividends, and certain net gains from sales or other taxable dispositions of Common Shares. Special rules apply to PFICs. U.S. Holders are urged to consult their tax advisors with respect to the Medicare tax and its applicability in their particular circumstances to income and gains in respect of an investment in the Common Shares.

Backup Withholding and Information Reporting

In general, information reporting will apply to payments made through a U.S. paying the Agent or U.S. intermediary to a U.S. Holder other than certain exempt recipients, such as corporations. In the event that a U.S. Holder fails to file any such required form, the U.S. Holder could be subject to significant penalties. In general, payments to U.S. Holders may be subject to backup withholding, currently at a rate of 24%, if the U.S. Holder fails to provide its taxpayer identification number (generally by providing us with a IRS Form W-9) or otherwise comply with the backup withholding rules. Backup withholding is not an additional tax. Any amounts withheld from payments to a U.S. Holder under the backup withholding rules will be allowed as a credit against such U.S. Holder's U.S. federal income tax liability and may entitle such U.S. Holder to a refund, provided the required information is furnished to the IRS. Each U.S. Holder is urged to consult its own tax advisor regarding the information reporting and backup withholding tax rules.

Owners of "specified foreign financial assets" with an aggregate value in excess of $50,000 (and in some circumstances, a higher threshold), may be required to file an information report (usually on IRS Form 8938) with respect to such assets with their tax returns. "Specified foreign financial assets" generally include any financial accounts maintained by foreign financial institutions, as well as any of the following, but only if they are not held in accounts maintained by financial institutions: (i) stocks and securities issued by non-U.S. persons, (ii) financial instruments and contracts held for investment that have non-U.S. issuers or counterparties and (iii) interests in foreign entities. U.S.

Holders are urged to consult their own tax advisors regarding IRS Form 8938 and any other information reporting that may be required in connection with their ownership of Common Shares.

THE ABOVE SUMMARY IS NOT INTENDED TO CONSTITUTE A COMPLETE ANALYSIS OF ALL TAX CONSIDERATIONS APPLICABLE TO U.S. HOLDERS WITH RESPECT TO THE ACQUISITION, OWNERSHIP, AND DISPOSITION OF COMMON SHARES. U.S. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX CONSIDERATIONS APPLICABLE TO THEM IN THEIR OWN PARTICULAR CIRCUMSTANCES.

F. ***Dividends and paying agents.***

Not applicable

G ***Statements by experts.***

Not applicable

H ***Documents on display.***

We "incorporate by reference" information that we file with the SEC, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this Annual Report and more recent information automatically updates and supersedes more dated information contained or incorporated by reference in this Annual Report.

We are required to file reports and other information with the securities commissions in all provinces of Canada. You are invited to read and copy any reports, statements or other information, other than confidential filings, that we file with the provincial securities commissions. These filings are also electronically available from SEDAR+ (www.sedarplus.ca), the Canadian equivalent of the SEC's electronic document gathering and retrieval system EDGAR.

We are required to file reports and other information with the SEC under the *Securities Exchange Act of 1934*, as amended, or Exchange Act. As a foreign private issuer, we are exempt from the rules under the Exchange Act prescribing the furnishing and content of proxy statements to shareholders. Under the Exchange Act, as a foreign private issuer, we are also not required to publish financial statements as frequently or as promptly as United States companies.

You may read and copy any of our reports and information, including this Annual Report and its Exhibits at, and obtain copies upon payments of prescribed fees from, The Public Reference Room maintained by the SEC at 100 F Street, N.E., Washington, D.C., 20549. In addition, the SEC maintains a website that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC on EDGAR (www.sec.gov/edgar). The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330.

Additional information relating to the Corporation may be found on SEDAR+ (www.sedarplus.ca) and on EDGAR (www.sec.gov/edgar)), as well as on our website (www.theratech.com).

I ***Subsidiary information.***

Information about our subsidiaries is detailed under "Item 4C - Organizational Structure" of this Annual Report.

J. ***Annual Report to Security Holders.***

Not applicable

Item 11. Quantitative and Qualitative Disclosures about Market Risks

Information relating to quantitative and qualitative disclosures about market risks is detailed in our Audited Financial Statements. Refer to Note 23 of the Audited Financial Statements and "Item 5 - Operating and Financial Review and Prospects" of this Annual Report.

Item 12. Description of Securities Other than Equity Securities

A. ***Debt Securities.***

Not applicable

B ***Warrants and Rights.***

Not applicable

C ***Other Securities.***

Not applicable

D. ***American Depositary Shares.***

Not applicable

PART II

Item 13. Defaults, Dividend Arrearages and Delinquencies

None

Item 14. Material Modification to the Rights of Security Holders and Use of Proceeds

None

Item 15. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

The Company maintains disclosure controls and procedures that are designed to provide reasonable assurance that information required to be disclosed in the annual filings, interim filings or other reports filed under securities legislation is recorded, processed, summarized and reported within the time periods specified in the securities legislation and include controls and procedures designed to ensure that information required to be disclosed is accumulated and communicated to management, including our President and Chief Executive Officer, and our Senior Vice President and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

Our management, including our President and Chief Executive Officer and our Senior Vice President and Chief Financial Officer, have evaluated, or caused the evaluation of, under their direct supervision, the design and operating effectiveness of the Company's disclosure controls and procedures, as defined under National Instrument 52-109 – Certification of Disclosure and Rule 13a-15(e) and 15d-15(e) under the Securities and Exchange Act of 1934 within the U.S. in Issuer's Annual and Interim Filings as at November 30, 2023. Based upon that evaluation, our President and Chief Executive Officer and our Senior Vice President and Chief Financial Officer, have concluded that, as of November 30, 2023, our disclosure controls and procedures were designed and operating effectively.

Management's Annual Report on Internal Control over Financial Reporting

Our management, including our President and Chief Executive Officer and our Senior Vice President and Chief Financial Officer, is responsible for establishing and maintaining adequate internal control over financial reporting, as defined under National Instrument 52-109 – Certification of Disclosure in Issuer's Annual and Interim Filings and Rule 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934 within the U.S. Our internal controls over financial reporting are designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS, as issued by the IASB. Internal controls over financial reporting include those policies and procedures that: (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of our assets, (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with IFRS, as issued by the IASB, and that our receipts and expenditures are being made only in accordance with authorizations of our management and directors; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of our assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal controls over financial reporting may not prevent or detect misstatements on a timely basis. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to consolidated financial statements preparation and presentation. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our management, including our President and Chief Executive Officer and our Senior Vice President and Chief Financial Officer, concluded that a material weakness existed as described below, and due to this material weakness, the Company's internal control over financial reporting was not effective as of November 30, 2022.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the Company's annual or interim financial statements will not be prevented on a timely basis.

In connection with the Company's Fiscal 2022 evaluation of internal controls over financial reporting, the follow control deficiency was considered to be a material weakness as of November 30, 2022;

- The process level controls were ineffective relating to the documentation of the analysis and relating to the monitoring of certain conditions and covenants included in a financing arrangement. This control failure caused ineffective controls over the assessment of going concern uncertainty, including the underlying financial data and assumptions supporting the forecasted financial information utilized to prepare projected cash flows and liquidity requirements to comply with some of the covenants in such financing arrangement.

In Fiscal 2023, the Company's management team remediated the ineffective controls related to the above-described material weakness. The material weaknesses can now be considered fully remediated at November 30, 2023 as management has concluded, through testing, that these controls are operating effectively.

Our management, including our President and Chief Executive Officer and our Senior Vice President and Chief Financial Officer, assessed the design and operating effectiveness of our internal controls over financial reporting as of November 30, 2023 based on the criteria established in the "*Internal Control - Integrated Framework*" (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission, or COSO. Management's assessment included an evaluation of the design of our internal controls over financial reporting and testing of the operating effectiveness of our internal control over financial reporting. Based on that assessment, our management, including our President and Chief Executive Officer and our Senior Vice President and Chief Financial Officer, concluded that as of November 30, 2023, our internal controls over financial reporting were appropriately designed and operating effectively.

This Annual Report does not include an attestation report of the Company's registered public accounting firm relating to the Company's internal control over financial reporting due to a transition period established by rules of the SEC for emerging growth companies.

Changes in Internal Control over Financial Reporting

Other than the remediation of the material weakness described above, there were no changes in our internal controls over financial reporting that occurred during the period from September 1st, 2023 to November 30, 2023 and the period from December 1, 2022 to November 30, 2023 that materially affected, or is reasonably likely to materially affect, our internal controls over financial reporting.

Item 16. [Reserved]

Item 16A. Audit Committee Financial Expert.

The Corporation has an Audit Committee comprised of three independent directors, namely: Alain Trudeau, its Chair, Gérald A. Lacoste, and Frank Holler.

All three members of the Audit Committee are independent and financially literate. The board of directors has determined that Mr. Alain Trudeau is the financial expert of the Audit Committee. The SEC has indicated that the designation or identification of Mr. Trudeau as an audit committee financial expert does not deem him an "expert" for any purpose, impose any duties, obligations or liability on Mr. Trudeau that are greater than those imposed on members of the Audit Committee and board of directors who do not carry this designation or identification, or affect the duties, obligations or liability of any other member of the Audit Committee or board of directors. See "Item 6.A – Directors and Senior Management" of this Annual Report for the biography of each of the Audit Committee members.

Each member of the Audit Committee has acquired in-depth financial expertise giving each the ability to read and understand a set of financial statements which presents the breadth and level of complexity of accounting issues that are generally comparable to those that can reasonably be expected to be raised in the Corporation's financial statements.

Item 16B. Code of Ethics

The Corporation has adopted a code of ethics for all of its directors, officers and employees ("Code of Ethics").

No waiver from a provision of the Code of Ethics was issued by the Corporation during the Corporation's most recently completed fiscal year.

The Code of Ethics has been posted on the Corporation's website and is available at www.theratech.com. The Corporation undertakes to provide to any person without charge, upon request, a copy of the Code of Ethics. In order to obtain such document, a written request must be made to the Corporate Secretary of the Corporation at the following address: 2015 Peel Street, Suite 1100, Montreal, Québec, Canada, H3A 1T8.

Item 16C. Principal Accountant Fees and Services

KPMG LLP have been acting as our auditors since 1993. In addition to performing the audit of our consolidated financial statements, KPMG LLP provided other services to us and they billed us the following fees in respect of each of our fiscal years ended November 30, 2023 and 2022:

Fees	Fiscal year ended November 30, 2023 CAD	Fiscal year ended November 30, 2022 CAD
Audit Fees(1)	599,200	750,615
Audit-Related Fees(2)	51,251	53,865
Tax Fees(3)	173,564	115,293
All other Fees	Nil	Nil
Total:	**824,015**	**919,773**

(1) Refers to the aggregate fees billed by our external auditors for audit services, including interim reviews and work performed in connection with securities filings.

(2) Refers to the aggregate fees billed for professional services rendered by our external auditors for translation.

(3) Refers to the aggregate fees billed for professional services rendered by our external auditors for tax compliance, tax advice and tax planning, including transfer pricing.

Audit Committee's Pre-Approval Policies and Procedures

The Audit Committee charter sets out responsibilities regarding the provision of non-audit services by the Corporation's external auditors and requires the Audit Committee to pre-approve all permitted non-audit services to be provided by the Corporation's external auditors, which pre-approval may be delegated to any member of the Audit Committee. The Corporation also requires pre-approval of all audit services to be provided by its external auditors. All audit and non-audit services performed by the Corporation's external auditors for the fiscal year ended November 30, 2023, were pre-approved by the Audit Committee and none were approved on the basis of the *de minimis* exemption set forth in Rule 2-01(c)(7)(i)(C) of Regulation S-X.

Item 16D. Exemptions from the Listing Standards for Audit Committees

Not applicable

Item 16E. Purchases of Equity Securities by the Issuer and Affiliated Purchasers

Not applicable

Item 16F. Change in Registrant's Certifying Accountant.

Not applicable

Item 16G. Corporate Governance

The Company is a "foreign private issuer" as defined in Rule 3b-4 under the Exchange Act and the Common Shares are listed on Nasdaq. Rule 5615(a)(3) of The Nasdaq Stock Market Rules permits foreign private issuers to follow home country practices in lieu of certain provisions of The Nasdaq Stock Market Rules. A foreign private issuer that follows home country practices in lieu of certain provisions of Nasdaq Stock Market Rules must disclose ways in which its corporate governance practices differ from those followed by domestic companies either on its website or in the annual report that it distributes to shareholders in the United States. A description of the ways in which the Company's governance practices differ from those followed by domestic companies pursuant to Nasdaq standards are as follows:

- *Shareholder Meeting Quorum Requirement*: Nasdaq Stock Market Rule 5620(c) ("Rule 5620(c)") requires that the minimum quorum requirement for a meeting of shareholders be 33 1/3 % of the outstanding Common Shares. In addition, Rule 5620(c) requires that an issuer listed on Nasdaq state its quorum requirement in its by-laws. In lieu of following Rule 5620(c), the Company has elected to follow Canadian practices consistent with the requirements of the TSX and the QBCA.

- *Shareholder Approval Requirement*: Nasdaq Stock Market Rule 5635(d) ("Rule 5635(d)") requires shareholder approval prior to a transaction involving the sale or issuance of a company's common stock (or securities convertible into or exercisable for its common stock): (i) at a price below the greater of book value or market value; and (ii) which together with sales by officers, directors, or substantial stockholders, is equal to 20% or more of the company's outstanding shares of common stock or 20% or more of the voting power prior to issuance. In lieu of following Rule 5635(d), the Company has elected to follow Canadian practices consistent with the requirements of the TSX and the QBCA.

Item 16H. Mine Safety Disclosure

Not applicable.

Item 16I. Disclosure Regarding Foreign Jurisdiction that Prevents Inspection

Not applicable.

Item 16J. Insider Trading Policies

The Corporation's insider trading policy ("Insider Policy") prohibits anyone in possession of material undisclosed information from trading in the securities of the Corporation as well as from disclosing to a third party such material undisclosed information (*tipping*). The Insider Policy also contains restrictions on all directors and Executive Officers from trading in the Corporation's securities during certain periods of the year ("Black-Out Periods"). Regularly-scheduled Black-Out Periods usually begins on the day immediately following the end of a fiscal quarter and ends on and includes the first trading day following the date of disclosure of the financial results for that quarter. Notwithstanding the foregoing, the Black-Out Periods should not prevent the Corporation from (i) granting stock options and other equity awards to the Corporation's personnel as part of the yearly operational and planning and budget approval processes, as approved by the Board in accordance with applicable laws and regulations; (ii) automatic purchases or dispositions in accordance with applicable laws and regulations pursuant to any written automatic plan established by the Corporation prior to the relevant periods; and (iii) issuing DSUs to the Corporation's non-employee directors in accordance with the DSU Plan, as may be amended and/or restated from time to time, and the compensation policies of the Board which may then be in effect.

The Insider Policy contains anti-hedging measures that prohibit directors, Executive Officers and certain other members of the Corporation's personnel designated from time to time by the Corporation from engaging in (i) short-sales in the Corporation's securities; (ii) derivative transactions in respect of the Corporation's securities, including put and call options; or (iii) any other hedging or equity monetization transaction in which an individual's economic interest and risk exposure in the Corporation's securities is changed, including collars and forward sales contracts.

Finally, the Insider Policy prohibits directors, Executive Officers and certain other members of the Corporation's personnel designated from time to time by the Corporation from engaging in speculative trading in short-term price fluctuations in the value of the Corporation's securities.

Item 16K. Cybersecurity

Not applicable.

PART III

Item 17. Financial Statements

See Item 18 – Financial Statements.

Item 18. Financial Statements

The Consolidated Financial Statements and schedules appear on pages 1 through 82 of this Annual Report and are incorporated herein by reference. Our audited financial statements as prepared by our management and approved by the Board include:

Consolidated Financial Statements for the Years Ended November 30, 2023, 2022 and 2021
Report of Independent Registered Public Accounting Firm (KPMG LLP, Montreal, Quebec, Canada, Auditor Firm ID: 85)
Consolidated Statements of Financial Position
Consolidated Statements of Net Loss and Comprehensive Loss
Consolidated Statements of Changes in Equity
Consolidated Statements of Cash Flows
Notes to Consolidated Financial Statements

Consolidated Financial Statements
(In thousands of United States dollars)

THERATECHNOLOGIES INC.

November 30, 2023, 2022 and 2021

THERATECHNOLOGIES INC.

Table of Contents

(In thousands of United States dollars)

Report of Independent Registered Public Accounting Firm

To the Shareholders and Board of Directors
Theratechnologies Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated statements of financial position of Theratechnologies Inc. (the Company) as of November 30, 2023, and 2022, the related consolidated statements of net loss and comprehensive loss, changes in equity, and cash flows for each of the years in the three-year period ended November 30, 2023 and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of November 30, 2023 and 2022, and its financial performance and its cash flows for each of the years in the three-year period ended November 30, 2023, in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

Going Concern

The accompanying consolidated financial statements have been prepared assuming the Company will continue as a going concern. As discussed in Note 1 to the consolidated financial statements, the Company has incurred net losses and negative cash flows from operating activities. The Company's Loan Facility contains various covenants, including minimum liquidity covenants. There is material uncertainty related to events or conditions that cast substantial doubt about its ability to continue as a going concern. Management's plans in regards to these matters are also described in Note 1. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ KPMG LLP

We have served as the Company's auditor since 1993.

Montréal, Canada
February 20, 2024

THERATECHNOLOGIES INC.

Consolidated Statements of Financial Position
(In thousands of United States dollars)

As at November 30, 2023 and 2022

	Note	November 30, 2023	November 30, 2022
Assets			
Current assets			
Cash		$ 34,097	$ 23,856
Bonds and money market funds	6	6,290	9,214
Trade and other receivables	7	13,023	12,045
Tax credits and grants receivable	8	524	299
Income taxes receivable		4	-
Deferred tax assets	21	29	-
Inventories	9	6,066	19,688
Prepaid expenses and deposits	10	3,154	7,665
Derivative financial assets	20(e)	110	603
Total current assets		63,297	73,370
Non-current assets			
Property and equipment	11	1,206	1,494
Right-of-use-assets	12	770	1,595
Intangible assets	13	12,496	15,009
Deferred financing costs	17,20	-	1,792
Total non-current assets		14,472	19,890
Total assets		$ 77,769	$ 93,260
Liabilities			
Current liabilities			
Accounts payable and accrued liabilities	15	$ 28,471	$ 41,065
Provisions	16	9,603	7,517
Convertible unsecured senior notes	18	-	26,895
Current portion of Loan Facility	17	7,286	37,894
Current portion of lease liabilities	19	421	476
Marathon Warrants	20(c)	1,475	-
Income taxes payable		-	394
Deferred revenue		38	38
Total current liabilities		47,294	114,279
Non-current liabilities			
Loan Facility	17	50,688	-
Lease liabilities	19	573	1,446
Other liabilities		84	106
Total non-current liabilities		51,345	1,552
Total liabilities		98,639	115,831
Equity			
Share capital, warrants and subscription receipts	20	363,927	338,751
Equity component of convertible unsecured senior notes		-	2,132
Contributed surplus		23,178	18,810
Deficit		(408,659)	(382,649)
Accumulated other comprehensive income	20(j)	684	385
Total equity		(20,870)	(22,571)
Commitments	26		
Total liabilities and equity		$ 77,769	$ 93,260

The accompanying notes are an integral part of these consolidated financial statements.

Approved by the Board of Directors

(signed) Alain Trudeau Director

(signed) Gérald Lacoste Director

THERATECHNOLOGIES INC.

Consolidated Statements of Net Loss and Comprehensive Loss
(In thousands of United States dollars, except per share amounts)

Years ended November 30, 2023, 2022 and 2021

	Note	2023	2022	2021
Revenue	3	$ 81,764	$ 80,057	$ 69,823
Operating expenses				
Cost of sales				
Cost of goods sold		19,635	23,838	18,378
Amortization of other asset	14	-	2,441	4,882
Research and development expenses, net of tax credits of $ 539 (2022 - $ 316; 2021 – $ 277)		30,370	36,939	28,274
Selling expenses		26,769	39,391	28,909
General and administrative expenses		15,617	17,356	14,616
Total operating expenses		92,391	119,965	95,059
Loss from operating activities		(10,627)	(39,908)	(25,236)
Finance income	5	2,147	673	195
Finance costs	5	(15,056)	(7,559)	(6,621)
		(12,909)	(6,886)	(6,426)
Loss before income taxes		(23,536)	(46,794)	(31,662)
Income tax expense	21	(421)	(443)	(63)
Net loss		(23,957)	(47,237)	(31,725)
Other comprehensive income (loss), net of tax				
Items that may be reclassified to net profit (loss) in the future				
Net change in fair value of financial assets at fair value through other comprehensive income (“FVOCI”)		299	(360)	(197)
Exchange differences on translation of foreign operations		-	789	634
		299	429	437
Total comprehensive loss		$ (23,658)	$ (46,808)	$ (31,288)
Loss per share		$		
Basic and diluted (1)	20(i)	(0,91)	$ (1,98)	$ (1,37)

(1) See note 1 for share consolidation.

The accompanying notes are an integral part of these consolidated financial statements.

THERATECHNOLOGIES INC.

Consolidated Statements of Changes in Equity
(In thousands of United States dollars, except for share amounts)

Years ended November 30, 2023, 2022 and 2021

	Note	Share capital Subscription receipts and Public Offering Warrants		Equity component of convertible unsecured senior notes	Contributed surplus	Deficit	Accumulated other comprehensive income (loss)	Total
		Number of shares (1)	Amount					
Balance as at November 30, 2020		19,253,360	$ 287,312	$ 4,457	$ 12,065	$ (300,129)	$ (481)	$ 3,224
Total comprehensive loss								
Net loss		-	-	-	-	(31,725)	-	(31,725)
Other comprehensive income:								
Net change in fair value of FVOCI financial assets		-	-	-	-	-	(197)	(197)
Exchange differences on translation of foreign operations		-	-	-	-	-	634	634
Total comprehensive loss		-	-	-	-	(31,725)	437	(31,288)
Transactions with owners, recorded directly in equity								
Public issue of common shares and warrants	20(a)	4,181,975	46,002	-	-	-	-	46,002
Share issue costs		-	-	-	-	(3,394)	-	(3,394)
Exercise of warrants	20(a)	58,350	742	-	-	-	-	742
Share issue – Oncology	20(b)	120,482	668	-	(668)	-	-	-
Share-based compensation plan:								
Share-based compensation for stock option plan	20(h)	-	-	-	1,879	-	-	1,879
Exercise of Options:								
Monetary consideration		166,250	595	-	-	-	-	595
Attributed value		-	433	-	(433)	-	-	-
Total contributions by owners		4,527,057	48,440	-	778	(3,394)	-	45,824
Balance as at November 30, 2021		23,780,417	$ 335,752	$ 4,457	$ 12,843	$ (335,248)	$ (44)	$ 17,760
Total comprehensive loss								
Net loss		-	-	-	-	(47,237)	-	(47,237)
Other comprehensive income:								
Net change in fair value of FVOCI financial assets, net of tax		-	-	-	-	-	(360)	(360)
Exchange differences on translation of foreign operations		-	-	-	-	-	789	789
Total comprehensive loss		-	-	-	-	(47,237)	429	(46,808)
Transactions with owners, recorded directly in equity								
Share issue - ATM program	20(d)	400,000	2,960	-	-	-	-	2,960
Share issue costs		-	-	-	-	(164)	-	(164)
Repurchase of convertible unsecured senior notes		-	-	(2,325)	2,125	-	-	(200)
Share-based compensation plan:								
Share-based compensation for stock option plan	20(h)	-	-	-	3,860	-	-	3,860
Exercise of Options:								
Monetary consideration	20(h)	21,165	21		-	-	-	21
Attributed value		-	18		(18)	-	-	-
Total contributions by owners		421,165	2,999	(2,325)	5,967	(164)	-	6,477
Balance as at November 30, 2022		24,201,582	$ 338,751	$ 2,132	$ 18,810	$ (382,649)	$ 385	$ (22,571)

(1) See note 1 for share consolidation.

The accompanying notes are an integral part of these consolidated financial statements.

THERATECHNOLOGIES INC.

Consolidated Statements of Changes in Equity (continued)
(In thousands of United States dollars, except for share amounts)

Years ended November 30, 2023, 2022 and 2021

	Note	Share capital, Subscription receipts and Public Offering Warrants		Equity component of convertible notes	Contributed surplus	Deficit	Accumulated other comprehensive income	Total
		Number of shares[1]	Amount					
Balance as at November 30, 2022		24,201,582	$ 338,751	$ 2,132	$ 18,810	$ (382,649)	$ 385	$ (22,571)
Total comprehensive loss for the period								
Net loss		-	-	-	-	(23,957)	-	(23,957)
Other comprehensive income:								
Net change in fair value of FVOCI financial assets, net of tax		-	-	-	-	-	299	299
Total comprehensive loss for the period		-	-	-		(23,957)	299	(23,658)
Transactions with owners, recorded directly in equity								
Public issue of common shares	20	21,778,184	25,160	-	-	-	-	25,160
Share issue costs		-	-	-	-	(2,053)	-	(2,053)
Conversion of convertible unsecured senior notes	18	253	16	(1)	-	-	-	15
Repurchase of convertible unsecured senior notes		-	-	(2,131)	2,131	-	-	-
Share-based compensation for stock option plan	20(h)	-	-	-	2,237	-	-	2,237
Total contributions by owners		21,778,437	25,176	(2,132)	4,368	(2,053)	-	25,359
Balance as at November 30, 2023		45,980,019	$ 363,927	$ -	$ 23,178	$ (408,659)	$ 684	$ (20,870)

(1) See note for share consolidation.

THERATECHNOLOGIES INC.

Consolidated Statements of Cash Flows
(In thousands of United States dollars)

Years ended November 30, 2023, 2022 and 2021

	Note	2023	2022	2021 (recast[1])
Cash flows from (used in)				
Operating				
Net loss		$ (23,957)	(47,237)	$ (31,725)
Adjustments for				
Depreciation of property and equipment	11	450	390	237
Amortization of intangible assets and other asset	13, 14	2,513	11,652	8,062
Amortization of right-of-use assets	12	352	429	449
Share-based compensation for stock option plan and stock appreciation rights		2,215	3,872	1,932
Gain on lease termination	-	(121)	-	-
Change in fair value of derivative financial assets	20(e)	492	217	(212)
Change in fair value of liability related to deferred stock unit plan	20(e)	(224)	(221)	209
Interest on convertible unsecured senior notes and Loan Facility	5	8,263	4,357	3,306
Interest paid on convertible unsecured senior notes and Loan Facility		(8,812)	(4,634)	(3,306)
Interest income	5	(769)	(316)	(195)
Interest received		865	456	282
Income tax expense		421	443	63
Income taxes paid		(848)	(109)	(19)
Foreign exchange		282	1,209	890
Gain on repurchase of convertible unsecured senior notes	18	-	(357)	-
Accretion expense and amortization of deferred financing costs	5	2,098	2,140	2,358
Change in fair value of Marathon Warrants		(1,525)	-	-
Loss on Loan Facility modifications		3,540	-	-
Write off of deferred financing costs	17, 20(d)	954	-	-
		(13,811)	(27,709)	(17,669)
Change in operating assets and liabilities				
Trade and other receivables		(902)	(1,669)	1,852
Tax credits and grants receivable		(215)	126	323
Inventories		10,327	8,991	(4,217)
Prepaid expenses and deposits		4,511	3,058	(5,569)
Accounts payable and accrued liabilities		(7,508)	(1,100)	5,549
Provisions		1,920	3,627	2,226
Deferred revenue		-	(16)	4
		8,133	13,017	168
Total cash used in operating activities		(5,678)	(14,692)	(17,501)
Financing activities				
Repurchase of convertible unsecured senior notes	18	(27,452)	(28,746)	-
Costs related to repurchase of convertible unsecured senior notes	18	-	(73)	-
Proceeds from issuance of Loan Facility	17	20,000	40,000	-
Costs related to issuance of Loan Facility	17	(700)	(2,285)	-
Repayment of other obligations		-	-	(5,000)
Proceeds from exercise of Options		-	21	595
Proceeds from exercise of warrants		-	-	742
Proceeds from issue of common shares, Public Offering Warrants and subscription receipts	20(a)	25,160	2,960	46,002
Costs related to issuance of common shares, Public Offering Warrants and subscription receipts	20(a)	(1,585)	(89)	(3,394)
Deferred financing costs		(196)	(1,527)	(447)
Payment of lease liability	19	(452)	(605)	(635)
Total cash from financing activities		14,775	9,656	37,863
Investing activities				
Acquisition of intangible assets		(1,500)	-	(39)
Acquisition of property and equipment	11	(318)	(985)	(127)
Proceeds from sale of bonds and money market funds		3,030	9,906	640
Acquisition of bonds and money market funds		-	(239)	(13,210)
Acquisition of derivative financial assets		(104)	-	-
Total cash from (used in) investing activities		1,108	8,682	(12,736)
Net change in cash		10,205	3,646	7,626
Cash, beginning of year		23,856	20,399	12,737
Effect of foreign exchange on cash		36	(189)	36
Cash, end of year		$ 34,097	23,856	$ 20,399

[1] The company voluntarily changed its accounting policy to classify interest paid and received as part of operating activities, see Note 1.

Refer to Note 22 for supplemental cash flow disclosures.

The accompanying notes are an integral part of these consolidated financial statements.

THERATECHNOLOGIES INC.

Notes to Consolidated Financial Statements
(In thousands of United States dollars, unless otherwise stated)

Years ended November 30, 2023, 2022 and 2021

Theratechnologies Inc. is a biopharmaceutical company focused on the development and commercialization of innovative therapies addressing unmet medical needs.

The consolidated financial statements ("Financial Statements") include the accounts of Theratechnologies Inc. and its wholly-owned subsidiaries (together referred to as the "Company" and individually as the "subsidiaries of the Company").

The Company has one material wholly-owned subsidiary:

- Theratechnologies U.S., Inc., a company governed by the *Delaware General Corporation Law* (Delaware). Theratechnologies U.S., Inc. provides the services of personnel to Theratechnologies Inc. for its activities in the United States.

Theratechnologies Inc. is governed by the *Business Corporations Act* (Québec) and is domiciled in Québec, Canada. The Company is located at 2015 Peel Street, Suite 1100, Montréal, Québec, H3A 1T8, Canada.

1. Basis of preparation

Share consolidation

On July 19, 2023, the Board of Directors approved a consolidation of the issued and outstanding common shares (the "Common Shares") on the basis of one for four (1-for-4) common shares (the "Consolidation") effective July 31, 2023. All references in these Financial Statements to the number of common shares, Public Offering Warrants (as defined in Note 20(a)), Marathon Warrants (as defined in Note 20(c)), Options (as defined in Note 20(h)), weighted average number of common shares, basic and diluted loss per share and the exercise prices of the Public Offering Warrants, Marathon Warrants and Options have been retrospectively adjusted and restated to reflect the effect of the Consolidation for all periods presented.

Statement of compliance

The consolidated financial statements of the Company have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB").

1. Basis of preparation (continued)

Statement of compliance (continued)

These Financial Statements were authorized for issue by the Board of Directors on February 20, 2024.

Going concern uncertainty

As part of the preparation of these Financial Statements, management is responsible for identifying any event or situation that may cast doubt on the Company's ability to continue as a going concern. Substantial doubt regarding the Company's ability to continue as a going concern exists if events or conditions, considered collectively, indicate that the Company may be unable to honor its obligations as they fall due during a period of at least, but not limited to, 12 months from November 30, 2023. If the Company concludes that events or conditions cast substantial doubt on its ability to continue as a going concern, it must assess whether the plans developed to mitigate these events or conditions will remove any possible substantial doubt.

For the year ended November 30, 2023, the Company incurred a net loss of $23,957 (2022-$47,237; 2021-$31,725) and had negative cash flows from operating activities of $5,678 (2022- $14,692; 2021- $17,501). As at November 30, 2023, cash amounted to $34,097 and bonds and money market funds amounted to $6,290.

The Company's Loan Facility contains various covenants, including minimum liquidity covenants whereby the Company needs to maintain significant cash, cash equivalent and eligible short-term investments balances in specified accounts, which restricts the management of the Company's liquidity (refer to Note 17). A breach of the liquidity covenant (a "Liquidity Breach") provides the lender with the ability to demand immediate repayment of the Loan Facility and makes available to the lender the collateralized assets, which include substantially all cash, bonds and money market funds which are subject to control agreements, and may trigger an increase of 300 basis points of the interest rate on the outstanding loan balance. On July 3, 2023, the Company incurred a Liquidity Breach resulting in the lender having the ability to demand immediate repayment of the debt, which breach was waived on September 21, 2023. During fiscal 2023, the Company entered into several amendments to the Marathon Credit Agreement to amend certain of the terms and conditions therein (see note 17).

1. Basis of preparation (continued)

Going concern uncertainty (continued)

The amendments to the Marathon Credit Agreement resulted in: (i) revising the minimum liquidity requirements for all times following October 31, 2023 to be between $15,000 and $20,000, based on the Marathon adjusted EBITDA (as defined in the Marathon Credit Agreement, the "Marathon Adjusted EBITDA") targets over the most recently ended four fiscal quarters; (ii) deleting the quarterly minimum revenue targets and replacing them with Marathon Adjusted EBITDA targets, beginning with the quarter ending November 30, 2023; and (iii) deleting the prohibition against the Company having a going concern explanatory paragraph in the opinion of the independent registered public accounting firm of the Company that accompanies the Company's annual report. Notwithstanding these amendments, there is no assurance that the lender will agree to amend or to waive any future potential covenant breaches, if any. The Company does not meet the condition precedents to drawdown additional amounts under the Marathon Credit Agreement and does not currently have other committed sources of financing available to it.

The Company's ability to continue as a going concern for a period of at least, but not limited to, 12 months from November 30, 2023, involves significant judgement and is dependent on the adherence to the conditions of the Marathon Credit Agreement or to obtain the support of the lender (including possible waivers and amendments, if necessary), increase its revenues and the management of its expenses (including the reorganization mainly focused on its R&D activities-see Note 16(a)) in order to meet or exceed the Marathon Adjusted EBITDA target and generate sufficient positive operating cash flows. Some elements of management's plans are outside of management's control and the outcome cannot be predicted at this time. Should management's plans not materialize, the Company may be in default under the Marathon Credit Agreement, be forced to reduce or delay expenditures and capital additions and seek additional alternative financing, or sell or liquidate its assets. As a result, there is material uncertainty related to events or conditions that cast substantial doubt about the Company's ability to continue as a going concern.

These Financial Statements have been prepared assuming the Company will continue as a going concern, which assumes the Company will continue its operations in the foreseeable future and will be able to realize its assets and discharge its liabilities and commitments in the normal course of business. These Financial Statements do not include any adjustments to the carrying values and classification of assets and liabilities and reported expenses that might result from the outcome of this uncertainty and that may be necessary if the going concern basis was not appropriate for these Financial Statements. If the Company was unable to continue as a going concern, material impairment of the carrying values of the Company's assets, including intangible assets, could be required.

1. Basis of preparation (continued)

Basis of measurement (continued)

The Company's Financial Statements have been prepared on a going concern and historical cost basis, except for:

- bonds and money market funds, which are measured at fair value,
- derivative financial assets, which are measured at fair value,
- liabilities related to cash-settled share-based arrangements and derivative financial liabilities, which are measured at fair value,
- lease liabilities which are measured at present value of lease payments not paid at commencement date,
- equity-classified share-based payment arrangements are measured at fair value at the grant date pursuant to IFRS 2, *Share-based Payment*.

The methods used to measure fair value are discussed further in Note 25.

Functional and presentation currency

The Company's functional currency is the United States dollar ("USD").

All financial information presented in USD has been rounded to the nearest thousand.

Use of estimates and judgments

The preparation of the Company's Financial Statements in conformity with IFRS requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the Financial Statements and the reported amounts of revenues and expenses during the reporting year.

1. Basis of preparation (continued)

Use of estimates and judgments (continued)

Judgments in applying accounting policies

Information about critical judgments in applying accounting policies and assumptions that have the most significant effect on the amounts recognized in the Financial Statements is noted below.

Milestones payments

The purchase consideration for the oncology platform (Note 13) includes additional milestone payments based on the attainment of commercial milestones that will be settled through the issuance of the Company's common shares, which represent a transaction in the scope of IFRS 2. Accordingly, the fair value of the oncology platform at the date of acquisition incorporates management's judgement as to the probability of attaining the share-based milestones as well as the expected timing of the attainment of the milestones.

Management uses judgement in determining whether milestone payments are performance-related development milestones which are capitalized as an intangible asset or are milestones related to the activity or usage of an asset which are expensed.

Key sources of estimation uncertainty

Key sources of estimation uncertainty that have a significant risk of resulting in a material adjustment to the carrying amount of assets and liabilities within the next financial year are as follows:

Sales allowances

Management uses judgment in estimating provisions for sale allowances such as cash discounts, returns, rebates and chargebacks, including potential clawbacks in certain jurisdictions when pricing terms are based on temporary use authorizations and thus subject to future negotiation. The product revenue recognized quarter over quarter is net of these estimated allowances. Such estimates require the need to make estimates about matters that are inherently uncertain. These estimates take into consideration historical experience, current contractual and statutory requirements, specific known market events and trends such as competitive pricing and new product introductions, estimated inventory levels, and the shelf life of products. If actual future results vary, these estimates need to be adjusted, with an effect on sales and earnings in the period of the adjustment. (refer to Notes 2 "Revenue recognition" and 3 for additional information).

1. Basis of preparation (continued)

Use of estimates and judgments (continued)

Recoverability of inventories

The Company regularly reviews inventory to determine whether the inventory cost exceeds its net realizable value. The determination of the net realizable value requires management to make estimates and use judgement in considering shelf life of a product, the effects of technological changes and new product introductions.

Other

Other areas of judgment and uncertainty are related to the estimation of accruals for clinical trial expenses, the recoverability of intangible assets, the measurement of derivative financial assets, the measurement of share-based arrangements, the Marathon Warrants and gain or loss on amendments to the Marathon Credit Agreement.

The Company is subject to risks and uncertainties that may cause actual results to differ from estimated amounts, such as changes in the healthcare environment, competition, litigation, legislation and regulations. Management regularly evaluates estimates and assumptions using historical experience and expectations about the future. Management adjusts estimates and assumptions when facts and circumstances indicate the need for change. Revisions to accounting estimates are recognized in the year in which the estimates are revised and in any future years affected.

2. Significant accounting policies

The accounting policies have been applied consistently by the Company, except as otherwise noted for the initial application of new or amended accounting standards.

Basis of consolidation

The financial statements of the subsidiaries of the Company are included in these Financial Statements from the date on which control commences until the date on which control ceases. Subsidiaries are entities controlled by the Company. Control is present where the Company has the power to govern the financial and operating policies of the entity so as to obtain benefits from its activities. In assessing control, potential voting rights that are currently exercisable are taken into consideration. The accounting policies of subsidiaries are changed when necessary to align them with the policies adopted by the Company.

2. Significant accounting policies (continued)

Basis of consolidation (continued)

Intercompany balances and transactions, revenues and expenses resulting from transactions between subsidiaries and with the Company are eliminated in preparing the Financial Statements.

Foreign currencies

Transactions in foreign currencies are translated to the functional currency at exchange rates in effect at the dates of the transactions. Monetary assets and liabilities denominated in foreign currencies at the reporting date are translated to the functional currency at the exchange rate in effect at that date. The foreign currency gain or loss on monetary items is the difference between amortized cost in the functional currency at the beginning of the reporting year, adjusted for effective interest and payments during the reporting year, and the amortized cost in foreign currency translated at the exchange rate in effect at the end of the reporting year.

Non-monetary assets and liabilities denominated in foreign currencies that are measured at fair value are translated to the functional currency at the exchange rate in effect at the date on which the fair value was determined. Non-monetary items that are measured at historical cost in a foreign currency are translated using the exchange rate in effect at the date of the transaction. Foreign currency differences arising on translation are recognized in net profit, except for differences arising on the translation of FVOCI financial instruments, which are recognized in other comprehensive income (loss).

Foreign operations

The assets and liabilities of foreign operations whose functional currency is not the US$ are translated into US$ at the reporting date. The income and expenses of foreign-currency denominated operations are translated at average rates for each reporting period. Foreign exchange differences arising on the translation of foreign operations are recognized directly in other comprehensive income (loss). When a foreign subsidiary is disposed of, the cumulative amount recognized in the currency translative reserve forms part of the gain or loss on disposal.

2. Significant accounting policies (continued)

Revenue recognition

Revenue from contracts with customers – Net sales

The Company derives revenue from the sales of finished goods, which include Trogarzo® and *EGRIFTA SV*®. The Company recognizes revenue at a point in time when it transfers title of the finished goods to a customer, which generally occurs upon delivery of the finished goods to the customer's premises. Payment received from customers prior to the transfer of control of the goods is recorded as deferred revenue.

Some arrangements for the sale of finished goods provide for customer cash discounts for prompt payment, allowances, rights of return, rebates on sales made under governmental and commercial rebate programs, chargebacks on sales made to government agencies and retail pharmacies and distribution fees, including potential clawbacks in certain jurisdictions when pricing terms are based on temporary use authorizations and thus subject to future negotiation which gives rise to variable consideration. At the time of sale, estimates are made for items giving rise to variable consideration based on the terms of the arrangement. The variable consideration is estimated at contract inception using the most likely amount method and revenue is only recognized to the extent that a significant reversal of revenue is not expected to occur. The estimate is based on historical experience, current trends, contractual terms with distributors and other known factors. Sales are recorded net of customer discounts, rebates, chargebacks, distribution fees and estimated sales returns, and exclude sales taxes. A refund liability and a right to recover returned goods asset are recognized for expected returns in relation to sales made before the end of the reporting period. The right to recover returned goods asset is measured at the former carrying amount of the inventory less any expected costs to recover goods. The Company reviews its estimate of variable consideration, including expected returns, on a quarterly basis, adjusting for the amounts of the asset and liability accordingly.

Cost of sales

Cost of goods sold

Cost of goods sold includes the cost of raw materials, supplies, direct labour and overhead charges allocated to goods sold as well as write-downs of inventories.

Amortization of the other asset

The amortization of the other asset related to the repurchase of the future royalty rights under the 2013 Termination Agreement (Note 14).

2. Significant accounting policies (continued)

Employee benefits

Salaries and short-term employee benefits

Salaries and short-term employee benefit obligations are measured on an undiscounted basis and are expensed as the related service is provided. A liability is recognized for the amount expected to be paid under short-term profit-sharing or cash bonus plans if the Company has a legal or constructive obligation to pay an amount as a result of past services rendered by an employee and the obligation can be estimated reliably.

Post-employment benefits

Post-employment benefits include a defined contribution plan under which an entity pays fixed contributions into a separate entity and will have no legal or constructive obligation to pay further amounts. Obligations for contributions to defined contribution plans are recognized as an employee benefit expense when due. Prepaid contributions are recognized as an asset to the extent that a cash refund or a reduction in future payments is available. The Company's defined contribution plan comprises the registered retirement savings plan, the Quebec Pension Plan and employment insurance.

Termination benefits

Termination benefits are recognized as an expense when the Company is committed demonstrably, without realistic possibility of withdrawal, to a formal detailed plan to either terminate employment before the normal retirement date or to provide termination benefits as a result of an offer made to encourage voluntary redundancy.

Finance income and finance costs

Finance income comprises interest income on financial assets and gains on the disposal of financial assets and financial liabilities. Interest income is recognized as it accrues in net loss using the effective interest method.

Finance costs comprise bank charges, interest and accretion expense on lease liabilities, convertible unsecured senior notes, long-term loans and obligations and deferred financing costs, impairment losses on financial assets recognized in net loss, changes in fair value of liabilities and derivatives, unrealized foreign currency gain or loss on long-term obligations, loss on long-term obligations modifications and other foreign currency gains and losses which are reported on a net basis.

2. Significant accounting policies (continued)

Inventories

Inventories are presented at the lower of cost, determined using the first-in, first-out method, and net realizable value. Inventory costs include the purchase price and other costs directly related to the acquisition of materials and other costs incurred in bringing the inventories to their present location and condition. The Company is responsible for coordinating the production and stability testing and for auditing suppliers at different times during the manufacturing process. Inventory costs also include the costs directly related to the conversion of materials into finished goods. Net realizable value is the estimated selling price in the Company's ordinary course of business less the estimated costs of completion and selling expenses. In determining whether the inventory cost exceeds its net realizable value for pre-launch inventory, the Company considers whether there is a high probability of regulatory approval for the product. In making that determination, the Company considers prior history with approvals of similar products, estimated timing of obtaining regulatory approval, regulatory agencies correspondence regarding safety and efficacy of the product and current market factors.

Work in progress inventory appears from the moment third party suppliers use the material provided by the Company until the time the Company receives the finished product. The value of work in progress inventory is equal to the value of material provided by the Company plus all conversion work performed by third party suppliers.

Property and equipment

Recognition and measurement

Items of property and equipment are recognized at cost less accumulated depreciation and accumulated impairment losses. Cost includes expenditures that are directly attributable to the acquisition of the asset and the costs of dismantling and removing the item and restoring the site on which it is located, if any.

Gains and losses on disposal of an item of property and equipment are determined by comparing the proceeds from disposal with the carrying amount of property and equipment and are recognized in net profit or loss.

2. Significant accounting policies (continued)

Property and equipment (continued)

Subsequent costs

The cost of replacing a part of an item of property and equipment is recognized in the carrying amount of the item if it is probable that the future economic benefits embodied within the part will flow to the Company and its cost can be measured reliably. The carrying amount of the replaced part is derecognized. The costs of the day-to-day servicing of items of property and equipment are recognized in net profit or loss as incurred.

Depreciation

The methods of depreciation and depreciation rates and periods are as follows:

Asset	Method	Rate/period
Computer equipment	Declining balance	50%
Laboratory equipment	Declining balance and straight-line	20% 5 years
Office furniture and equipment	Declining balance	20%
Leasehold improvements	Straight-line	Lower of lease term and economic life

The method of depreciation is selected based on the most closely expected pattern of consumption of the future economic benefits embodied in the asset.

Estimates for depreciation methods, useful lives and residual values are reviewed at each year-end and adjusted if appropriate.

2. Significant accounting policies (continued)

Intangible assets

Research and development

Expenditure on research activities, undertaken with the prospect of gaining new scientific or technical knowledge and understanding, is expensed as incurred.

Development activities involve a plan or design for the production of new or substantially improved products and processes. A development expenditure is capitalized only if development costs can be measured reliably, the product or process is technically and commercially feasible, future economic benefits are probable and the Company intends to and has sufficient resources to complete development and to use or sell the asset. These criteria are usually met when a regulatory filing has been made in a major market and approval is considered highly probable. The expenditure capitalized includes the cost of materials, direct labour, and overhead costs that are directly attributable to preparing the asset for its intended use. Other development

expenditures are expensed as incurred. Capitalized development expenditures are measured at cost, less accumulated amortization and accumulated impairment losses.

During the years ended November 30, 2023, 2022 and 2021, no development expenditures were capitalized.

Non-refundable advance payments for good and services that will be used in future research and development activities are expenses when the activity has been performed rather than when the payment is made.

Commercialization rights and oncology platform

Commercialization rights and the oncology platform acquired by the Company have finite useful lives and are measured at cost less accumulated amortization and any accumulated impairment losses. Commercialization rights – *EGRIFTA SV*® – are amortized at fixed rates based on their estimated useful life of 111 months on a straight-line basis. Commercialization rights – Trogarzo® North American Territory – are amortized at fixed rates based on their estimated useful life of 142 months on a straight-line basis. Commercialization rights – Trogarzo® European Territory – were amortized at fixed rates based on their estimated useful life of 148 months on a straight-line basis. They were fully amortized during the year ended November 30, 2022. Refer to Note 13. Commercialization rights for the oncology platform will be amortized over the estimated useful life on a straight-line basis when the asset is available for use.

2. Significant accounting policies (continued)

Intangible assets (continued)

The amortization method and useful life of intangible assets are reviewed every year and adjusted as required.

Asset acquisitions

Asset acquisitions are acquisitions that do not qualify as business combinations. At the date of acquisition, the Company initially recognizes the individual identifiable assets acquired and liabilities assumed. The cost to the Company at the date of the acquisition is allocated to the individual identifiable assets and liabilities on the basis of their relative fair values at the date of the acquisition. Subsequent consideration for performance-related development milestones is recognized as intangible assets when the specific milestones have been achieved and other recognition criteria are met. Subsequent payments related to activity or usage of an asset, including sales royalties, are expensed as incurred. Asset acquisition transactions do not give rise to goodwill.

Other asset

Other asset, which comprised the amount disbursed in connection with the repurchase of the future royalty rights under the 2013 Termination Agreement (Note 14), was amortized over its estimated useful life of 48 months. Other asset was fully amortized during the year ended November 30, 2022.

Impairment of non-financial assets

The carrying amounts of the Company's non-financial assets, other than inventories and deferred tax assets, are reviewed at each reporting date to determine whether there is any indication of impairment. If such an indication exists, the recoverable amount is estimated.

For the purpose of impairment testing, assets are grouped together into the smallest group of assets that generates cash inflows from continuing use that are largely independent of cash inflows from other assets or groups of assets ("Cash-Generating Unit"). The recoverable amount of an asset or a Cash-Generating Unit is the greater of its value in use and its fair value less costs to sell. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset or the Cash-Generating Unit.

Impairment losses recognized in prior years are determined by the Company at each reporting date for any indications that the loss has decreased or no longer exists. An asset's carrying amount, increased through the reversal of an impairment loss, must not exceed the carrying amount that would have been determined, net of depreciation or amortization, if no impairment loss had been recognized.

2. Significant accounting policies (continued)

Financial instruments

The Company initially recognizes financial assets on the trade date at which the Company becomes a party to the contractual provisions of the instrument. Financial assets are initially measured at fair value. If the financial asset is not subsequently accounted for at fair value through profit or loss, then the initial measurement includes transaction costs that are directly attributable to the asset's acquisition or issue. On initial recognition, the Company classifies its financial assets as measured at amortized cost, FVOCI or fair value through profit or loss ("FVPL"), depending on its business model for managing the financial assets and the contractual cash flow characteristics of the financial assets.

(i) Financial assets measured at amortized cost

A financial asset is measured at amortized cost, using the effective interest method and net of any impairment loss, if it meets both of the following conditions and is not designated at fair value though profit or loss:

- it is held within a business model whose objective is to hold assets to collect contractual cash flows;
- its contractual terms give rise, on specified dates, to cash flows that are solely payments of principal and interest on the principal amount outstanding.

The Company currently classifies its cash and trade and other receivables as financial assets measured at amortized cost.

(ii) Financial assets, measured at fair value through other comprehensive income

A debt investment is measured at fair value through other comprehensive income if it meets both of the following conditions and is not designated at fair value through profit or loss:

- it is held within a business model whose objective is achieved by both collecting contractual cash flows and selling financial assets;
- its contractual terms give rise, on specified dates, to cash flows that are solely payments of principal and interest on the principal amount outstanding.

2. Significant accounting policies (continued)

Financial instruments (continued)

(ii) Financial assets, measured at fair value through other comprehensive income (continued)

These assets are subsequently measured at fair value. Interest income calculated using the effective interest method, foreign exchange gains and losses and impairment are recognized in profit or loss. Other net gains and losses are recognized in other comprehensive income (loss). When an investment is derecognized, gains or losses accumulated in other comprehensive income (loss) are reclassified to profit or loss.

On initial recognition of an equity investment that is not held for trading, the Company may irrevocably elect to present subsequent changes in the investment's fair value in other comprehensive income (loss).

This election is made on an investment-by-investment basis. These assets are subsequently measured at fair value. Dividends are recognized in profit or loss, unless the dividend clearly represents a repayment of part of the cost of the investment, and other net gains and losses are recognized in other comprehensive income (loss) and are never reclassified in profit or loss.

The Company currently classifies its bonds as financial assets measured at FVOCI.

(iii) Financial assets measured at fair value through profit or loss

All financial assets not classified as measured at amortized cost or FVOCI as described above are measured at FVPL. These assets are subsequently measured at fair value and changes therein, including any interest or dividend income, are recognized in profit or loss. The Company currently classifies its money market funds and non-hedge derivative financial assets as financial assets measured at FVPL.

The Company derecognizes a financial asset when the contractual rights to the cash flows from the asset expire, or it transfers the rights to receive the contractual cash flows on the financial asset in a transaction in which substantially all the risks and rewards of ownership of the financial asset are transferred.

(iv) Financial liabilities

Financial liabilities are classified into the following categories:

- Financial liabilities at fair value through profit or loss

2. Significant accounting policies (continued)

Financial instruments (continued)

A financial liability is classified at fair value through profit or loss if it is classified as held-for-trading, it is a derivative or it is designated as such on initial recognition. Financial liabilities at fair value are measured at fair value and net gains and losses, including interest expense, are recognized in profit or loss.

The Company issued the Marathon Warrants which are classified as financial liabilities through profit or loss because the exercise can be made on a cashless basis. All transaction costs related to financial instruments designated at fair value through profit or loss are expensed as incurred.

The Company currently has no other financial liabilities measured at FVPL.

- Financial liabilities measured at amortized cost

This category includes all financial liabilities, other than those measured at FVPL. A financial liability is subsequently measured at amortized cost using the effective interest method. The Company currently classifies accounts payable and accrued liabilities, convertible unsecured senior notes and Loan Facility as financial liabilities measured at amortized cost.

The Company derecognizes a financial liability when its contractual obligations are discharged or cancelled or expired.

(v) Compound financial instruments

Compound financial instruments are instruments that contain both a liability component and an equity component, and the liability component can be converted into share capital at the option of the holder and the number of shares to be issued does not vary with changes in their fair value.

The liability component of a compound financial instrument is recognized initially at the fair value of a similar liability that does not have an equity conversation option. The equity component is recognized initially as the difference between the fair value of the compound financial instrument as a whole and the fair value of the liability component. Upon repurchase, the proceeds are allocated based on the same basis that was used for the initial recognition.

Any directly attributable transaction costs are allocated to the liability and equity components in proportion to their initial carrying amounts.

(vi) Derivative financial instruments

Derivative financial instruments are recorded as either assets or liabilities measured at their fair value unless exempted from derivative treatment as a normal purchase and sale. Certain derivatives embedded in other contracts must also be measured at fair value. The changes in the fair value of derivatives are recognized through profit or loss in the year in which they occur.

2. Significant accounting policies (continued)

Financial instruments (continued)

(vii) Offsetting of financial instruments

Financial assets and financial liabilities are offset and the net amount is presented in the consolidated statement of financial position when, and only when, the Company has a legal right to set off the amounts and intends either to settle them on a net basis or to realize the asset and settle the liability simultaneously.

At each reporting date, the Company recognizes loss allowances for expected credit losses ("ECLs") on financial assets carried at amortized cost and debt securities at FVOCI. The Company's trade and other receivables are accounts receivable with no financing component and which have maturities of less than 12 months and, as such, the Company has chosen to apply the simplified approach for ECL. As a result, the Company does not track changes in credit risk related to its trade and other receivables, but instead recognizes a loss allowance based on lifetime ECLs at each reporting date.

(viii) Impairment of financial assets

For other financial assets subject to impairment, the Company measures loss allowances at an amount equal to lifetime ECLs, except for the following, which are measured at 12-month ECLs:

- debt securities that are determined to have low credit risk at the reporting date;
- other debt securities and bank balances for which credit risk (i.e. the risk of default occurring over the expected life of the financial instrument) has not increased significantly since initial recognition.

The Company considers a debt security to have a low credit risk when its credit risk rating is equivalent or above investment grade credit rating, such as its bonds classified at FVOCI.

The Company's approach to ECLs reflects a probability-weighted outcome, the time value of money and reasonable and supportable information that is available without undue cost or effort at the reporting date about past events, current conditions and forecasts of future economic conditions.

2. Significant accounting policies (continued)

Leases

At inception, the Company assesses whether a contract is, or contains, a lease based on whether the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

The Company recognizes a right-of-use asset and a lease liability at the commencement date of the lease, i.e. the date the underlying asset is available for use.

Right-of-use assets

Right-of-use assets are measured at cost, less any accumulated amortization and accumulated impairment losses, and adjusted for remeasurement of lease liabilities. Cost of right-of-use assets comprises:

- the initial measurement amount of the lease liabilities recognized;
- any lease payments made at or before the commencement date, less any lease incentives received;
- any initial direct costs incurred;
- an estimate of costs to dismantle and remove the underlying asset, restore the site on which it is located or restore the underlying asset to the condition required by the terms and conditions of the lease contract.

Right-of-use assets are amortized on a straight-line basis over the lesser of (i) the estimated useful life of the underlying assets; and (ii) the lease term. Right-of-use assets are assessed for impairment whenever there is an indication that the right-of-use assets may be impaired.

Lease liabilities

Lease liabilities are initially measured at the present value of the lease payments that are not paid at the commencement date over the lease term. The present value of the lease payments is determined using the lessee's incremental borrowing rate at the commencement date if the interest rate implicit in the lease is not readily determinable. The incremental borrowing rate is a function of the lessee's incremental borrowing rate, the nature of the underlying asset, the location of the asset, the length of the lease and the currency of the lease contract. Generally, the Company uses the lessee's incremental borrowing rate for the present value. At the commencement date, lease payments generally include fixed payments, less any lease incentives

2. Significant accounting policies (continued)

Leases (continued)

Lease liabilities (continued)

receivable, variable lease payments that depend on an index (e.g. based on inflation index) or a specified rate, and payments of penalties for terminating the lease, if the lease term reflects the lessee exercising the option to terminate the lease. Lease payments also include amounts expected to be paid under residual value guarantees and the exercise price of a purchase option if the Company is reasonably certain to exercise that option.

Variable lease payments that do not depend on an index or a specified rate are not included in the measurement of lease liabilities but instead are recognized as expenses in the period in which the event or condition that triggers the payment occurs.

After the commencement date, the carrying amount of lease liabilities is increased to reflect the accretion of interest and reduced to reflect lease payments made. In addition, the carrying amount of lease liabilities is remeasured when there is a change in future lease payments arising from a change in an index or specified rate, if there is a modification to the lease terms and conditions, a change in the estimate of the amount expected to be payable under residual value guarantee, or if the Company changes its assessment of whether it will exercise a termination, extension or purchase option. The remeasurement amount of the lease liabilities is recognized as an adjustment to the right-of-use asset, or in the consolidated statement of comprehensive loss when the carrying amount of the right-of-use asset is reduced to zero.

Classification and presentation of lease-related expenses

Amortization charge for right-of-use assets, expenses related to variable lease payments not included in the measurement of lease liabilities and loss (gain) related to lease modifications are allocated in the Company's consolidated statement of comprehensive loss based on their function within the Company, while interest expense on lease liabilities is presented within finance costs.

Deferred Financing Costs

Deferred financing costs consists of fees charged by underwriters, attorneys, accountants, and other fees directly attributable to future issuances of shares or debt securities. Provided these costs are determined to be recoverable, these costs are deferred and charged subsequently against the gross proceeds of the related equity or debt issuance on a proportionate basis when it occurs. If at such time the Company deems that these costs are no longer recoverable, they will be expensed as a component of finance expenses.

2. Significant accounting policies (continued)

Provisions

A provision is recognized if, as a result of a past event, the Company has a present legal or constructive obligation that can be estimated reliably, and it is probable that an outflow of economic benefits will be required to settle the obligation. Provisions are assessed by discounting the expected future cash flows at a pre-tax rate that reflects current market assessments of the time value of money and the risks specific to the liability. The unwinding of the discount on provisions is recognized in finance costs.

Chargebacks and rebates

Chargebacks and rebates are estimated based on historical experience, relevant statutes with respect to governmental pricing programs, and contractual sales terms.

Returns

Provisions for returns are estimated based on historical return levels, taking into account additional available information on contract changes. The Company reviews its methodology and adequacy of the provision for returns on a quarterly basis, adjusting for changes in assumptions, historical results and business practices, as necessary.

Contingent liability

A contingent liability is a possible obligation that arises from past events and whose existence will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the Company, or a present obligation that arises from past events (and therefore exists) but is not recognized because it is not probable that a transfer or use of assets, provision of services or any other transfer of economic benefits will be required to settle the obligation, or because the amount of the obligation cannot be estimated reliably.

2. Significant accounting policies (continued)

Income taxes

Income tax expense comprises current and deferred taxes. Current tax and deferred tax are recognized in net loss except to the extent that they relate to items recognized directly in other comprehensive income (loss) or in equity.

Current tax

Current tax is the expected tax payable or receivable on the taxable income or loss for the year and any adjustment to tax payable in respect of previous years. The Company establishes provisions where appropriate on the basis of amounts expected to be paid to the tax authorities.

Deferred tax

Deferred tax is recognized in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes and deferred tax losses that can be used against taxable profit in future years. Deferred tax is measured at the tax rates that are expected to be applied to temporary differences when they reverse and to fiscal losses when they will be used, based on the laws that have been enacted or substantively enacted by the reporting date.

A deferred tax liability is generally recognized for all taxable temporary differences. A deferred tax asset is recognized for unused tax losses and deductible temporary differences to the extent that it is probable that future taxable profits will be available against which they can be used. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realized.

Deferred income tax is not recognized for the following temporary differences: the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting or taxable profit or loss at the time of the transaction, and, where the timing of the reversal of the temporary difference is controlled by the Company and it is probable that the temporary difference will not reverse in the foreseeable future. In addition, deferred tax is not recognized for taxable temporary differences arising from the initial recognition of goodwill.

2. Significant accounting policies (continued)

Share-based compensation

Share option plan

The Company records share-based compensation related to Options granted using the fair-value-based method estimated using the Black-Scholes model. Under this method, compensation cost is measured at fair value at the date of grant and expensed over the period in which optionees unconditionally become entitled to the Options. The amount recognized as an expense is adjusted to reflect the number of Options for which the related service conditions are expected to be met, such that the amount ultimately recognized as an expense is based on the number of Options that do meet the related service conditions at the vesting date.

Share-based payment arrangements in which the Company receives services as consideration for its own equity instruments are accounted for as equity-settled share-based payment transactions, regardless of how the equity instruments are obtained by the Company.

Deferred stock unit plan

The deferred stock units ("DSUs") are totally vested on the date of grant and are settled in cash. When DSUs are granted to officers as part of their annual bonuses, a DSU liability is recorded on the date of grant at the market value of the common shares in place of the liability for the bonus payments. When DSUs are granted to directors as part of their annual compensation in lieu of cash, the expense related to DSUs and their liabilities are recognized on the date of grant. The liability is adjusted to reflect any change in the market value of common shares, and such change is recorded in finance costs.

Stock appreciation rights plan

Stock appreciation rights ("SARs") entitle the grantee to a cash payment based on the increase in the share price of the Company's common shares from the grant date to the settlement date.

A liability is recognized for the services acquired and is recorded at the fair value of the SARs in other non-current liabilities, with a corresponding expense recognized in selling expenses over the period that the grantees become unconditionally entitled to the payment. The fair value of the employee benefits expense of the SARs is measured using the Black-Scholes model.

2. Significant accounting policies (continued)

Share-based compensation (continued)

Stock appreciation rights plan (continued)

Estimating fair value requires determining the most appropriate inputs to the valuation model including the expected life of the SARs, volatility, risk-free interest rate and dividend yield and making assumptions about them. At the end of each reporting period until the liability is settled, the fair value of the liability is remeasured, with any changes in fair value recognized in the consolidated statement of net earnings (loss) and comprehensive earnings (loss) of the current year.

Government assistance

Government grants are recognized only when the Company has reasonable assurance that it meets the conditions and will receive the grants. Government grants related to assets are recognized in the consolidated statement of financial position as a deduction from the carrying amount of the related asset. They are then recognized in profit or loss over the estimated useful life of the amortization asset that the grants were used to acquire, as a deduction from the amortization expense.

Other government grants are recognized in profit or loss as a deduction from the related expenses, such as salaries for the Canadian Emergency Wage Subsidy program.

Research and development tax credits

The Company elected to account for non-refundable research and development tax credits under IAS 20, *Accounting for Government Grants and Disclosure of Governmental Assistance*. Non-refundable research and development tax credits are included in earnings against gross research and development expenses or deducted from the related assets, provided there is reasonable assurance that the Company has complied and will comply with the conditions related to the tax credits and that the credits will be received.

Share capital

Common shares

Common shares, subscription receipts and Public Offering Warrants are classified as equity.

Transaction costs

Costs directly attributable to the issue of common shares and equity classified warrants and subscription receipts are recognized in equity, net of any tax effects.

2. Significant accounting policies (continued)

Earnings per share

The Company presents basic and diluted earnings per share ("EPS") data for its common shares. Basic EPS is calculated by dividing the net profit or loss attributable to common shareholders of the Company by the weighted average number of common shares outstanding during the year. Diluted EPS is determined by adjusting the profit or loss attributable to common shareholders by taking the weighted average number of common shares outstanding and taking into consideration all dilutive potential common shares, which consist of the outstanding Options, warrants, subscription receipts and convertible unsecured senior notes.

Changes in accounting policies

In fiscal 2022, the Company voluntarily changed its accounting policy to classify interest paid and received as part of operating activities in the consolidated statement of cash flows. Previously, the Company elected to classify interest paid as cash flow from financing activities and interest received as cash flows from investing activities. This change was applied retrospectively.

New standard adopted

Onerous contracts – Cost of Fulfilling a Contract (Amendments to IAS 37)

The amendments specify which costs an entity includes in determining the cost of fulfilling a contract for the purpose of assessing whether the contract is onerous. The amendments applied to the Company's annual reporting periods beginning on December 1, 2022, to contracts existing at the date the amendments were first applied. The adoption of the standard did not have an impact on the financial statements.

2. Significant accounting policies (continued)

Standards issued but not yet effective

A number of new standards are effective for annual periods beginning after December 1, 2023 and earlier application is permitted; however, the Company has not early adopted the new or amended standards in preparing these Financial Statements.

Classification of Liabilities as Current or Non-current (Amendments to IAS 1)

For the purposes of non-current classification, the amendments removed the requirement for a right to defer settlement or roll over of a liability for at least twelve months to be unconditional. Instead, such a right must exist at the end of the reporting period and have substance.

The amendments reconfirmed that only covenants with which a company must comply on or before the reporting date affect the classification of a liability as current or non-current. Covenants with which a company must comply after the reporting date do not affect a liability's classification at that date.

The amendments also clarify how a company classifies a liability that includes a counterparty conversion option. The amendments provide that: settlement of a liability includes transferring a company's own equity instruments to the counterparty; and when classifying liabilities as current or non-current a company can ignore only those conversion options that are recognized as equity.

The amendments will be effective for the Company's annual reporting period beginning on December 1, 2025. The Company is currently evaluating the impact of the amendments on its financial statements.

3. Revenue

United States

On May 12, 2014, the Company entered into a master services agreement with RxC Acquisition Company ("RxCrossroads"), along with two statements of work ("RxCrossroads Agreements"). Under the terms of the RxCrossroads Agreements, RxCrossroads acts as the Company's exclusive third-party logistics service provider for all of the Company's products in the United States and, as such, provides warehousing and logistical support services to the Company, including inventory control, account management, customer support, product return management and fulfillment of orders.

Under the RxCrossroads Agreements, RxCrossroads also acts as the Company's exclusive third-party distributor of *EGRIFTA*® in the United States. In such a role, RxCrossroads purchases *EGRIFTA*® from the Company and takes title thereto when the goods arrive in their warehouse. RxCrossroads' purchases of *EGRIFTA*® are triggered by its expectations of market demand over a certain period of time. With respect to *EGRIFTA*®, RxCrossroads fulfills orders received from authorized wholesalers and delivers *EGRIFTA*® directly to that authorized wholesaler's client, namely, a specialty pharmacy forming part of the Company's network of specialty pharmacies.

On November 1, 2017, the Company entered into amended and restated RxCrossroads Agreements to add Trogarzo® as a new product sold in the United States. These amended and restated RxCrossroads Agreements replaced the RxCrossroads Agreements entered into in May 2014. On November 1, 2019, the RxCrossroads Agreements were amended anew to include *EGRIFTA SV*® as an additional product distributed by RxCrossroads in the United States.

Canada

The Company commercialized *EGRIFTA*® directly in Canada using a distributor until September 2022, after which time the Company withdrew the product from the market in Canada.

3. Revenue (continued)

Europe

On July 9, 2020, the Company entered into pre-wholesaling services agreement with Loxxess Pharma GmbH or ("Loxxess") pursuant to which Loxxess agreed to act as our third-party service logistics provider (the "Loxxess Agreement") in certain key European countries, including Germany, France, Italy, Austria, The Netherlands, Portugal, Switzerland, United Kingdom, Norway, Sweden, Finland and Denmark. Loxxess is also capable of serving other European countries, including Israel and Turkey. Pursuant to the Loxxess Agreement, Loxxess received customers' ordered, stored, packaged and shipped Trogarzo® to European hospitals and pharmacies. Loxxess was also responsible, on our behalf, to collect payments of the goods sold to those hospitals and pharmacies. The hospitals and pharmacies dispensed Trogarzo® to patients.

On April 27, 2022, the Company announced that it would focus its commercial operations on the North American territory only and, as a result, would cease commercial sales of Trogarzo® in Europe. At that time, the Company sent a notice of termination to TaiMed Biologics Inc. ("TaiMed"), as per the contractual terms indicating it was returning the European commercialization rights to Trogarzo® to TaiMed within the next 180 days. The discontinuation became effective in December 2022. Refer to Note 13.

THERATECHNOLOGIES INC.

Notes to Consolidated Financial Statements (continued)
(In thousands of United States dollars, unless otherwise stated)

Years ended November 30, 2023, 2022 and 2021

3. Revenue (continued)

Net sales by product were as follows:

	2023	2022	2021
EGRIFTA SV®	$ 53,705	$ 50,454	$ 43,009
Trogarzo®	28,059	29,603	26,814
	$ 81,764	$ 80,057	$ 69,823

Net sales by geography were as follows:

	2023	2022	2021
Canada	$ 86	$ 52	$ 269
United States	81,392	78,744	68,099
Europe	286	1,261	1,455
	$ 81,764	$ 80,057	$ 69,823

THERATECHNOLOGIES INC.

Notes to Consolidated Financial Statements (continued)
(In thousands of United States dollars, unless otherwise stated)

Years ended November 30, 2023, 2022 and 2021

4. Personnel expenses

	Note	2023	2022	2021
Salaries and short-term employee benefits		$ 24,934	$ 22,049	$ 11,480
Post-employment benefits		1,833	1,346	644
Share-based compensation	20(f),(h)	2,109	3,604	1,651
Termination benefits		2,006	566	209
		$ 30,882	$ 27,565	$ 13,984

In fiscal 2023, $1,963 was recorded in termination benefits for severance and other expenses. Refer to note 16(a).

In fiscal 2022, $457 was recorded in termination benefits for severance and other expenses associated with the return to TaiMed of the commercial rights to Trogarzo® in Europe.

THERATECHNOLOGIES INC.

Notes to Consolidated Financial Statements (continued)
(In thousands of United States dollars, unless otherwise stated)

Years ended November 30, 2023, 2022 and 2021

5. Finance income and finance costs

	Note	2023	2022	2021
Gain on repurchase of convertible unsecured senior notes	18	$ -	$ 357	$ -
Net gain on financial instruments carried at fair value		1,257	-	-
Interest income		769	316	195
Gain on lease termination		121	-	-
Finance income		2,147	673	195
Accretion expense and amortization of deferred financing costs	17, 18, 19	(2,098)	(2,140)	(2,358)
Interest on convertible unsecured senior notes and on long-term loan		(8,263)	(4,357)	(3,306)
Bank charges		(42)	(35)	(31)
Net foreign currency loss		(159)	(1,027)	(926)
Loss on Loan Facility modifications	17, 20(c)	(3,540)	-	-
Write off of deferred financing costs	17, 20(d)	(954)	-	-
Finance costs		(15,056)	(7,559)	(6,621)
Net finance cost recognized in net profit or loss		$ (12,909)	$ (6,886)	$ (6,426)

THERATECHNOLOGIES INC.

Notes to Consolidated Financial Statements (continued)
(In thousands of United States dollars, unless otherwise stated)

Years ended November 30, 2023, 2022 and 2021

6. Bonds and money market funds

	2023	2022
Bonds	$ 6,062	$ 8,990
Guaranteed investment certificates	228	224
	$ 6,290	$ 9,214

As at November 30, 2023, bonds were interest-bearing financial assets with stated interest rates ranging from 0.85% to 3.75% (2022 – 0.65% to 3.90%) and had an average maturity of 1.40 years (2022 – 1.78 years).

7. Trade and other receivables

	2023	2022
Trade receivables	$ 12,798	$ 10,659
Sales taxes receivable	220	538
Other receivables	5	848
	$ 13,023	$ 12,045

THERATECHNOLOGIES INC.

Notes to Consolidated Financial Statements (continued)
(In thousands of United States dollars, unless otherwise stated)

Years ended November 30, 2023, 2022 and 2021

8. Tax credits and grants receivable

Balance as at November 30, 2021	$	441
Tax credits and grants recognized in net loss		316
Tax credits and grants received		(442)
Effect of change in exchange rate		(16)
Balance as at November 30, 2022	$	299
Tax Credit and grants recognized in net loss	$	539
Tax credits and grants received		(324)
Effect of change in exchange rate		10
Balance as at November 30, 2023	$	524

(In thousands of United States dollars, unless otherwise stated)

8. Tax credits and grants receivable (continued)

Tax credits receivable comprise grants receivable, and research and development investment tax credits receivable which relate to eligible research and development expenditures under the applicable tax laws. The amounts recorded as receivables are subject to a government tax audit and the final amounts received may differ from those recorded. There are no unfulfilled conditions or contingencies associated with the government assistance received.

The Company has unused and unrecorded non-refundable federal tax credits which may be used to reduce future federal income tax payable and expire as follows:

2024	$ 438
2025	1,306
2026	1,604
2027	2,209
2028	2,451
2029	1,652
2030	818
2031	572
2032	299
2033	198
2039	185
2040	315
2041	383
2042	657
2043	728
	$ 13,815

(In thousands of United States dollars, unless otherwise stated)

9. Inventories

	2023	2022
Raw materials	$ 2,262	$ 2,583
Work in progress	1,708	5,815
Finished goods	2,096	11,290
	$ 6,066	$ 19,688

In fiscal 2023, inventories of $18,540 (2022 - $19,587) were recognized as an expense and included in cost of goods sold.

In the second quarter of 2023, inventories for an amount of $3,295 was returned to TaiMed. and accounts payable was reduced by a total amount of €3,179 ($3,399).

In fiscal 2023, an inventory provision of $220 (2022 – nil) was recognized pending marketing approval of the F8 formulation of tesamorelin and recorded in cost of sales.

Inventories were written down to net realizable value by an amount of $2,137 in 2022, which was recorded in cost of sales. Included in the 2022 write-down is a provision of $1,477 on the F8 formulation and $339 on material for the pen in development to be used in conjunction with the F8 formulation, and $252 on expired raw material. The 2022 write-down also includes a provision of $69 on excess stock of *EGRIFTA*® as a result of the Company's decision to withdraw the product from the market in Canada.

THERATECHNOLOGIES INC.

Notes to Consolidated Financial Statements (continued)
(In thousands of United States dollars, unless otherwise stated)

Years ended November 30, 2023, 2022 and 2021

10. Prepaid expenses and deposits

	2023	2022
Prepaid expenses	$ 2,687	$ 6,320
Deposits	467	1,345
	$ 3,154	$ 7,665

THERATECHNOLOGIES INC.

Notes to Consolidated Financial Statements (continued)
(In thousands of United States dollars, unless otherwise stated)

Years ended November 30, 2023, 2022 and 2021

11. Property and equipment

	Computer equipment	Laboratory equipment	Office furniture and equipment	Leasehold improvements	Total
Cost					
Balance as at November 30, 2021	$ 373	$ 107	$ 332	$ 650	$ 1,462
Additions	180	961	-	-	1,141
Disposals	(263)	-	-	-	(263)
Balance as at November 30, 2022	$ 290	$ 1,068	$ 332	$ 650	$ 2,340
Additions	7	128	27	-	162
Disposals	(46)	-	-	-	(46)
Balance as at November 30, 2023	$ 251	$ 1,196	$ 359	$ 650	$ 2,456
Accumulated depreciation					
Balance as at November 30, 2021	$ 229	$ 69	$ 157	$ 264	$ 719
Depreciation	157	94	38	101	390
Disposals	(263)	-	-	-	(263)
Balance as at November 30, 2022	$ 123	$ 163	$ 195	$ 365	$ 846
Depreciation	100	217	32	101	450
Disposals	(46)	-	-	-	(46)
Balance as at November 30, 2023	$ 177	$ 380	$ 227	$ 466	$ 1,250
Net carrying amounts					
November 30, 2023	$ 74	$ 816	$ 132	$ 184	$ 1,206
November 30, 2022	$ 167	$ 905	$ 137	$ 285	$ 1,494

THERATECHNOLOGIES INC.

Notes to Consolidated Financial Statements (continued)
(In thousands of United States dollars, unless otherwise stated)

Years ended November 30, 2023, 2022 and 2021

12. Right-of-use assets

Balance as at November 30, 2021		$	2,111
Amortization			(429)
Effect of change in exchange rates			(87)
Balance as at November 30, 2022		$	1,595
Amortization			(352)
Termination	19(a)	$	(799)
New lease	19(b)	$	326
Balance as at November 30, 2023		$	770

THERATECHNOLOGIES INC.

Notes to Consolidated Financial Statements (continued)
(In thousands of United States dollars, unless otherwise stated)

Years ended November 30, 2023, 2022 and 2021

13. Intangible assets

	Commercialization rights – Trogarzo® North American Territory	Commercialization rights – Trogarzo® European Territory	Commercialization rights – *EGRIFTA SV®*	Oncology platform	Total
Cost					
Balance as at November 30, 2021	$ 11,972	$ 7,612	$ 14,041	$ 3,488	$ 37,113
Additions	2,832	-	-	-	2,832
Balance as at November 30, 2022	$ 14,804	$ 7,612	$ 14,041	$ 3,488	$ 39,945
Disposal	-	(7,612)	-	-	(7,612)
Balance as at November 30, 2023	$ 14,804	$ -	$ 14,041	$ 3,488	$ 32,333
Accumulated amortization					
Balance as at November 30, 2021	$ 3,267	$ 999	$ 11,459	-	$ 15,725
Amortization	1,087	6,613	1,511	-	9,211
Balance as at November 30, 2022	$ 4,354	$ 7,612	$ 12,970	-	$ 24,936
Disposal	$ -	(7,612)	-	-	(7,612)
Amortization	$ 1,442	$ -	$ 1,071	-	$ 2,513
Balance as at November 30, 2023	$ 5,796	$ -	$ 14,041	-	$ 19,837
Net carrying amounts					
November 30, 2023	$ 9,008	$ -	$ -	$ 3,488	$ 12,496
November 30, 2022	$ 10,450	$ -	$ 1,071	$ 3,488	$ 15,009

The amortization expense of $2,513 (2022 – $ 9,211; 2021 – $ 3,180) is included in selling expenses.

Commercialization rights – Trogarzo®

On March 18, 2016, the Company entered into a distribution and marketing agreement with TaiMed granting the Company the exclusive right to market Trogarzo® in Canada and in the United States. On March 6, 2017, the Company entered into an amended and restated distribution and marketing agreement with TaiMed ("TaiMed Agreement") granting the Company the exclusive right to market and distribute Trogarzo® in Canada and in the United States (collectively, the "North American Territory") as well as in European Union countries and other countries such as Israel, Norway, Russia and Switzerland (collectively, the "European Territory"). The TaiMed Agreement has a 12-year term that will expire on a country-by-country basis calculated from the date of approval of Trogarzo® in each of the countries covered under the TaiMed Agreement. TaiMed is responsible for the manufacture and supply of Trogarzo® under the TaiMed Agreement.

13. Intangible assets (continued)

Commercialization rights – Trogarzo® in the North American Territory

Under the terms of the TaiMed Agreement, TaiMed was responsible for developing Trogarzo® and for seeking its approval from the US Food and Drug Administration ("FDA"). The Company is responsible, but has no obligation, to seek the approval of Trogarzo® from Health Canada and must use its commercially reasonable efforts to commercialize Trogarzo® in the United States. The purchase price of Trogarzo® payable to TaiMed has been determined at 52% of its net selling price.

Initial payments

Under the TaiMed Agreement, the Company agreed to make an initial payment of US$5,000 and will make several further milestone payments in exchange for the right to commercialize Trogarzo® and the right to use TaiMed's trademark in the North American Territory.

The initial payment of $5,000 was made in accordance with the following:

(i) $1,000 was paid in cash at the signature of the TaiMed Agreement entered into in March 2016; and

(ii) $4,000 through the issuance of the Company's common shares, payable after the first commercial sale of Trogarzo® in the United States. The $4,000 payment was made on May 15, 2018 and resulted in the issuance of 1,463,505 common shares to TaiMed.

In 2016, the Company recorded as additions to intangible assets an amount of $5,207, related to the TaiMed Agreement, which comprised the cash payment of $1,000 at the signature of the TaiMed Agreement, the share-based payment of $4,000, and $207 in acquisition costs.

Further development milestone payments

Under the terms of the TaiMed Agreement, a further milestone of $7,000 was payable in two annual equal installments of $3,500 after achieving aggregate net sales of $20,000 over four consecutive quarters of the Company's financial year. The first payment of $3,500 was made in July 2019, and the second payment was made in June 2020. The Company determined this milestone to be substantially a development milestone and recorded such amount as additions to intangible assets during 2019. The Company also paid TaiMed further development milestones for Trogarzo® in 2022. A $3,000 milestone (payable in two annual equal installments of $1,500) became due upon the date of the first commercial sale of a once every two weeks intravenous (IV) push injection formulation. An amount of $2,832 has been capitalized as an intangible asset in fiscal 2022 related to these milestone payments (refer to Note 15).

(In thousands of United States dollars, unless otherwise stated)

13. Intangible assets (continued)

Further development milestone payments (continued)

Under the terms of the TaiMed Agreement, TaiMed may also launch a larger Phase III trial using Trogarzo® with a once every four weeks intramuscular, subcutaneous or intravenous-push (either fast or slow) injection formulation to address a much broader patient population. If launched, this development milestone will consist of an upfront milestone payment of up to $50,000 depending on the size of the newly targeted population, payable quarterly, based on the percentage of net sales generated by Trogarzo®.

Further commercial milestone payments

As further consideration under the TaiMed Agreement, the Company shall make the following one-time payments upon the first occurrence of the following commercial events:

Commercial milestone	Commercial milestone payment
(i) Upon first achieving annual net sales of $200,000	$10,000
(ii) Upon first achieving annual net sales of $500,000	$40,000
(iii) Upon first achieving annual net sales of $1,000,000	$100,000

Commercialization rights – Trogarzo® European Territory

On April 17, 2022, the Company announced that it would focus its commercial operations on the North American Territory only and, as a result, would cease the commercial sale of Trogarzo® in Europe. Refer to Note 3.

Consequently, during the second quarter of 2022, the remaining balance of the intangible asset amounting to $6,356 was recognized as part of the selling expenses to accelerate and fully amortize – Commercialization rights Trogarzo® – European Territory.

Oncology platform

On February 25, 2019, the Company acquired Katana Biopharma Inc. (“Katana”) through the purchase of all of its issued and outstanding shares. On May 21, 2019, Katana was wound-up into the Company and then dissolved.

13. Intangible assets (continued)

Oncology platform (continued)

Katana (now the Company) is the worldwide exclusive licensee of a technology platform using peptides as a vehicle to specifically deliver existing cytotoxic agents to Sortilin receptors, which are overexpressed on cancer cells. The licence was entered into on February 25, 2019 with Transfert Plus, L.P. ("Transfert Plus"), an affiliate of Aligo Innovation, a university research company that commercializes the research results of universities and other institutional partners from various areas of innovation, including life sciences (the "Licence Agreement").

Under the terms of the acquisition agreement, part of the purchase price was to be settled through the issuance of common shares upon achieving two milestones. The first milestone consisted in initiating a Phase 1 clinical trial evaluating Sudocetaxel zendusortide for the treatment of Sortilin positive solid tumors. This milestone was achieved in March 2021 and was satisfied through the issuance of 120,482 common shares (Note 20(b)).

The second milestone payment of CA$2.3 million will occur when the proof of concept will have been demonstrated in human subjects and will be satisfied through the issuance of common shares of the Company.

This acquisition was accounted for as an asset acquisition. During 2019, the Company recorded additions to intangible assets of $3,073, which comprised the payment at closing of $1,965 in cash, $5 through the issuance of 900 common shares of the Company, the estimated fair value of the share-based contingent consideration of $1,028, and $75 in acquisition costs. As the share-based payments are equity-settled, the Company recognized a corresponding increase in equity, and no remeasurement of the fair value will occur regardless of the achievement of the milestones. Since the common shares for the second milestone payment have not been issued yet, the increase in equity is recorded in contributed surplus. Upon the issuance of the common shares, this amount will be reclassified to share capital. The intangible asset is currently not being amortized. Amortization will begin when the asset is available for use.

In August 2019, the acquisition agreement was amended to provide for an adjustment to the purchase price of CA$1.08 million in the event the Company could indirectly benefit from a CA$1.2 million subsidy in connection with its research and development activities. The subsidy was granted in October 2019. The adjustment will be payable in two installments. The first installment of CA$500 thousand was paid in cash in October 2019, whereas the second installment of CA$580 thousand will be paid through the issuance of common shares of the Company at the same time as the second milestone payment of CA$2.3 million. The cash payment of $376 (CA$500) thousand was recognized as an addition to intangible assets during 2019.

The annual maintenance fees, under the Licence Agreement amount to CA$25 thousand for the first five years and CA$100 thousand thereafter, until royalties become payable beginning with the first commercial sale of a product developed using the licensed technology.

The royalties payable under the Licence Agreement vary between 1.0% and 2.5% on net sales of a product based on the licensed technology. If the Company enters into a sublicence agreement, it must then pay amounts varying between 5% and 15% of revenues received from such sublicence agreement.

(In thousands of United States dollars, unless otherwise stated)

13. Intangible assets (continued)

Oncology platform (continued)

The Company must pay Transfert Plus the following milestone payments upon the occurrence of the following development milestones for the first product developed in the field of oncology:

(i) First milestone payment: $39 (CA$50) thousand, which was paid in May 2021, upon the successful enrollment of the first patient in the first Phase 1 clinical trial;

(ii) Second milestone payment: CA$100 thousand upon the successful enrollment of the first patient in the first Phase 2 clinical trial;

(iii) Third milestone payment: CA$200 thousand upon the successful enrollment of the first patient in the first Phase 3 clinical trial.

In addition, the Company must pay CA$200 thousand per product upon receiving the first approval for such product by a regulatory authority. The approval shall entitle the sponsor to commercialize the product in the territory in which the approval was obtained.

14. Other asset

Cost		
Balance as at November 30, 2021, 2022 and 2023	$	19,530
Accumulated amortization		
Balance as at November 30, 2021	$	17,089
Amortization		2,441
Balance as at November 30, 2022	$	19,530
Net carrying amounts		
November 30, 2023 and November 30, 2022	$	-

14. Other asset (continued)

On May 29, 2018, the Company entered into an agreement with EMD Serono, Inc. (the "Renegotiated Agreement") to settle all outstanding cash payment obligations stemming from a termination and transfer agreement dated December 13, 2013, as amended (the "2013 Termination Agreement"). The remaining contractual obligations under the 2013 Termination Agreement totalled approximately $28,200, which was comprised of a $4,000 payment due in May 2019 and $24,200 in estimated royalties on future sales of *EGRIFTA*® payable over the subsequent four to five years. The Renegotiated Agreement allowed the Company to make one lump sum payment of $23,850 in settlement of the long-term obligation of $4,000 and to eliminate all of the royalty payments due on sales of *EGRIFTA*® in the United States.

The payment made in connection with the settlement of the future royalty obligation has been accounted for as "Other asset" on the consolidated statement of financial position and was amortized through "Cost of sales" on the consolidated statement of net loss.

THERATECHNOLOGIES INC.

Notes to Consolidated Financial Statements (continued)
(In thousands of United States dollars, unless otherwise stated)

Years ended November 30, 2023, 2022 and 2021

15. Accounts payable and accrued liabilities

	Note	2023	2022
Trade payables		$ 6,990	$ 12,886
Accrued liabilities and other payables		15,016	18,951
Salaries and benefits due to key management personnel	28	1,036	3,387
Employee salaries and benefits payable		3,053	1,298
Liability related to deferred stock unit plan	20(e)	39	589
Accrued interest payable on convertible unsecured senior notes and Loan Facility	17 and 18	840	1,108
TaiMed milestone (a)	13	1,497	2,846
		$ 28,471	$ 41,065

(a) On October 3, 2022, the Company announced that the United States Food and Drug Administration approved Trogarzo® (ibalizumab-uiyk) for administration by intravenous (IV) push, a method by which the undiluted medication is “pushed” by syringe for faster administration into the body’s circulation. Under the TaiMed Agreement, the Company had additional contingent cash-based milestones based on the attainment of the above milestones. Accordingly, a $3,000 cash payment, payable in two annual equal installments of $1,500 has been accrued. The second payment has been discounted to reflect the effective interest rate of the liability due in year two. The first installment of $ 1,500 was paid in 2023 and the second will be paid in 2024.

THERATECHNOLOGIES INC.

Notes to Consolidated Financial Statements (continued)
(In thousands of United States dollars, unless otherwise stated)

Years ended November 30, 2023, 2022 and 2021

16. Provisions

	Chargebacks and rebates	Returns	Restructuring [a]	Total
Balance as at November 30, 2021	$ 3,713	$ 410	$ -	$ 4,123
Provisions made	12,910	2,004	-	14,914
Provisions used	(10,358)	(929)	-	(11,287)
Effect of change in exchange rate	(233)	-	-	(233)
Balance as at November 30, 2022	$ 6,032	$ 1,485	$ -	$ 7,517
Provisions made	15,407	1,086	1,963	18,456
Provisions used	(14,506)	(309)	(1,721)	(16,536)
Effect of change in exchange rate	168	-	(2)	166
Balance as at November 30, 2023	$ 7,101	$ 2,262	$ 240	$ 9,603

(a) In July 2023, the Company initiated a reorganization mainly focused on its R&D activities. On October 24, 2023, the Company announced changes to its operations that saw a tapering of its research and development activities. As such, for the year ended November 30, 2023, $1,963 was recorded in charges related to severance and other expenses, of which an amount of $1,384 was recorded in research and development expenses, $220 in selling expenses and $359 in general and administrative expenses.

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17. Loan Facility

On July 20, 2022, the Company entered into a credit agreement with certain funds and accounts for which Marathon Asset Management, L.P. acts as investment manager (collectively, "Marathon") providing for up to $100,000 (the "Loan Facility" or "Marathon Credit Agreement") in loan. The disbursement of the loan was to be made available to the Company over time in four various tranches with each bearing specific conditions to be met by the Company.

On July 27, 2022, a principal amount of $40,000 ("Tranche 1 Loan") was funded while on June 21, 2023, a second $20,000 ('Tranche 2 Loan") was funded as a result of the lender removing during the first quarter of 2023 the condition related to the submission to the FDA of the results from the human factor study the Company was then conducting. Refer to Note 20(c) for a discussion on the cost of the amendment. The Company does not meet the conditions precedents to draw down the additional tranches of capital of $15,000 and $25,000, respectively.

On July 3, 2023, the Company incurred a Liquidity Breach resulting in the lender having the ability to demand immediate repayment of the debt and in making available to the lender the collateralized assets, which include substantially all cash, bonds and money market funds which are subject to control agreements. On July 10, 2023, the Company and the lender amended the terms of the Marathon Credit Agreement to reduce the minimum liquidity covenant for the period of July 10 to July 28, 2023 as follows:

- From $20,000 to $14,000 between July 10, 2023 up to and including July 21, 2023; and
- From $14,000 to $16,000 between July 22, 2023 up to and including July 28, 2023.

On July 28, 2023, the Company and the lender entered into an additional amendment to the terms of the Marathon Credit Agreement to provide, amongst other things, for the minimum liquidity covenant to be $15,000 from July 29, 2023, up to and including October 31, 2023. After such date, the minimum liquidity covenant was set at $20,000; provided, however, that if the F8 formulation of tesamorelin was not approved by the United States Food and Drug Administration by March 31, 2024, the minimum liquidity covenant was set at $30,000. On September 21, 2023, the Company obtained a waiver from the lender relating to the Liquidity Breach for the period between July 3, 2023 up to end and including July 9, 2023. On October 13, 2023, the Company and the lender entered into an additional amendment to the Marathon Credit Agreement (the "Fifth Amendment") providing for, amongst other things, the following amendments:

- revising the minimum liquidity requirements for all times following October 31, 2023 to be between $15,000 and $20,000, based on thresholds for Marathon Adjusted EBITDA over the most recently ended four fiscal quarters;
- revising the minimum revenue requirements to be based on Marathon Adjusted EBITDA-based targets instead of quarterly revenue-based targets, beginning with the quarter ending November 30, 2023;
- deleting the prohibition against the Company having a going concern explanatory paragraph in the opinion of the independent registered public accounting firm of the Company that accompanies to the Company's annual report.

In consideration of the Fifth Amendment, the Company agreed to (i) pay an amount equal to $540 amortized value ($600), or 100 basis points calculated on the outstanding principal amount of the funded debt as of October 13, 2023 ($60,000), which amount was added to the outstanding principal amount of the funded debt as payment in kind; and (ii) reset the exercise price of the Marathon Warrants, which are now exercisable into 1,250,000 common shares at $2.30 per common share, down from the previous $5.80 per common share.

The salient conditions of the amounts drawn under the Loan Facility are as follows:

17. Loan Facility (continued)

- The Loan Facility has an initial term of five years, provides for an interest-only period of 24 months, and bears interest at the Secured Overnight Financing Rate ("SOFR") plus 9.5%. The Tranche 1 Loan and Tranche 2 Loan are repayable in equal monthly installments on an amortization schedule of 36 months starting in July 2024. The Company is entitled to prepay the outstanding Loan Facility at any time subject to certain prepayment premium amount: for Tranche 1 Loan until July 27, 2024, an amount equal to the make whole amount, and after this date, a maximum amount of 3% of the principal amount being prepaid. For Tranche 2 Loan, until June 21, 2025, an amount equal to the make whole amount, and after this date, a maximum amount of 3% of the principal amount being prepaid;
- The Loan Facility provides Marathon Adjusted EBITDA-based targets and minimum liquidity requirements (both as defined in the Marathon Credit Agreement) for all times to be between $15,000 and $20,000 based on thresholds for Marathon Adjusted EBITDA over the most recently ended four financial quarters;
- The Loan Facility restricts the ability to incur additional debt and to make acquisitions, dispositions, in-licensing and out-licensing of products or assets, except in very limited circumstances. A breach of the terms and conditions of the Marathon Credit Agreement will create an event of default resulting in an increase of 300 basis points on the outstanding loan and provide the lender with the ability to demand immediate repayment of the debt;
- The lender has a first ranking security interest on all of the Company's assets, subject to certain credit card arrangements restrictions.

(In thousands of United States dollars, unless otherwise stated)

17. Loan Facility (continued)

The movement in the carrying value of the Loan Facility is as follows:

Proceeds from Loan Facility on July 27, 2022	$	40,000
Transaction costs		(2,285)
Accretion expense		179
Term loan as at November 30, 2022	$	37,894
Proceeds from Tranche 2 Loan on June 21, 2023		20,000
Costs related to issuance of Tranche 2 Loan		(1,182)
Costs related to Marathon Warrants (note 20(c))		(78)
Consideration for the Fifth Amendment		540
Accretion expense		800
Term loan as at November 30, 2023	$	57,974
Current portion		(7,286)
Non-current portion	$	50,688

On June 21, 2023, the Company drew down on the Tranche 2 Loan, for net proceeds of $19,300. An amount of $482 was reclassed from deferred financing costs assets and applied against the loan balance.

Deferred financing costs in the amount of $347 were written off in the statement of net loss of November 30, 2023 in relation to the additional tranches of the Loan Facility.

(In thousands of United States dollars, unless otherwise stated)

18. Convertible unsecured senior notes

The movement in the carrying value of the convertible unsecured senior notes is as follows:

Convertible unsecured senior notes as at November 30, 2021	$	54,227
Changes from financing cash flows:		
Cash paid on repurchase		(28,546)
Transaction costs incurred		(73)
Other changes:		
Gain on repurchase		(357)
Accretion expense		1,644
Convertible unsecured senior notes as at November 30, 2022	$	26,895
Changes from financing cash flows:		
Cash paid on repurchase		(27,452)
Other changes:		
Conversion		(15)
Accretion expense		572
Convertible unsecured senior notes as at November 30, 2023	$	-

On June 30, 2023, the Company reimbursed all of the issued and outstanding convertible unsecured senior notes for proceeds of $27,452 and 253 shares were issued on conversion of $15 convertible unsecured senior notes.

THERATECHNOLOGIES INC.

Notes to Consolidated Financial Statements (continued)
(In thousands of United States dollars, unless otherwise stated)

Years ended November 30, 2023, 2022 and 2021

19. Leases liabilities

		Carrying value
Balance as at November 30, 2021	$	2,518
Accretion expense		157
Lease payments		(605)
Effect of change in exchange rates		(148)
Balance as at November 30, 2022	$	1,922
Accretion expense		101
Lease payments		(452)
Effect of change in exchange rates		17
Termination (a)		(920)
New lease (b)		326
Balance as at November 30, 2023	$	994
Current portion		(421)
Non-current portion	$	573

(a) On February 17, 2023, the Company terminated its lease in Ireland. Accordingly, the Company reduced its right-of-use assets by $799, the lease liabilities by $920 and recorded a gain on lease termination of $121. The gain is presented in finance income (Note 5).

(b) On March 1, 2023, the Company signed a new lease in Ireland. Accordingly, the Company recorded a right-of-use asset and a lease liability of $326.

20. Share capital, warrants and subscription receipts

Authorized in unlimited number and without par value

Common shares;

Preferred shares, issuable in one or more series.

All issued shares were fully paid on November 30, 2023 and 2022.

Common shareholders are entitled to receive dividends as declared by the Company at its discretion and are entitled to one vote per share at the Company's annual meeting of shareholders.

No preferred shares are outstanding.

(a) Public offering

On January 19, 2021, the Company completed a public offering for the sale and issuance of units. Each unit was comprised of one common share of the Company and one half of one common share purchase warrant of the Company (each whole warrant, a "Public Offering Warrant") and is classified in Share Capital and Public Offering Warrants within equity. During the year ended November 30, 2023, no Public Offering Warrant were exercised (November 30, 2022 nil and November 30, 2021, 233,400 Public Offering Warrants were exercised for proceeds of $742). At November 30, 2023, there were 8,130,550 Public Offering Warrants outstanding. Four (4) Public Offering Warrants entitles the holder thereof to purchase one (1) common share at an exercise price of $12.72 at any time until January 19, 2024.

The 8,130,550 Public Offering Warrants expired on January 19, 2024.

On October 31, 2023, the Company completed a public offering for the sale and issuance of 12,500,000 common shares at a price of $1.00 per common share for gross proceeds of $12,500. On November 14, 2023, the Company issued 160,000 common shares at a price of $1.00 per common share for gross proceeds of $160 in relation to the partial exercise of the over-allotment option. The Company has also completed a concurrent private placement (the "Concurrent Private Placement") with Investissement Québec of 9,118,184 common shares and 3,381,816 fully-funded, non-voting subscription receipts, exchangeable at all times into common shares on a one-for-one basis in, in each case, at $1.00 for gross proceeds of $12,500. The subscription receipts were issued to limit the share ownership of the investor to not more than 19.9% of the issued and outstanding common shares and the subscription receipts are exchangeable at any time, provided ownership limitations are respected. The Company has also entered into an investor rights agreement pursuant to which Investissement Québec will be entitled to nominate one director to the Company's board of directors for as long as it holds 50% of the Common Shares purchased pursuant to the Concurrent Private Placement. The cost of the offering amounted to $2,053.

20. Share capital, warrants and subscription receipts (continued)

(b) Milestone oncology

In March 2021, the Company issued 120,482 common shares under the terms of the acquisition agreement entered into with all of the shareholders of Katana for Katana's in-licensed oncology platform. The purchase price for the oncology platform provided for share-based consideration to be issued upon attainment of two milestones. The first milestone was achieved in March 2021. The estimated fair value of the share-based consideration of $668 initially recorded in "Contributed surplus" on the date of the acquisition was reclassified to "Share capital" (Note 13).

(c) Marathon warrants

On February 27, 2023, the Company issued to Marathon an aggregate of 5,000,000 common share purchase warrants (the "Marathon Warrants exercisable into 1,250,000 common shares, at an exercise price of $5.80, post Consolidation. The Marathon Warrants are exercisable for a period of seven years. The Marathon Warrants are not traded on any stock exchange, are transferable only to affiliates of Marathon or to other potential lenders under the terms of the Loan Facility and their affiliates and may be exercised on a cashless basis. Accordingly, the Marathon Warrants are derivative financial liabilities measured at fair value through profit or loss.

The Marathon Warrants were issued as consideration for various amendments made to the Marathon Credit Agreement, including:

- An amendment to remove a condition precedent to the disbursement of the Tranche 2 Loan requiring the Company to have filed with the FDA the results of a human factor study before June 30, 2023; and

- An amendment to allow for the inclusion of a going concern explanatory paragraph in the annual report of the independent registered public accounting firm for the fiscal year ended November 30, 2022.

In consideration of the Fifth Amendment, the Company has agreed to reset the exercise price of the 5,000,000 Marathon Warrants, which are now exercisable into 1,250,000 common shares at $2.30 per common share. (Refer to Note 17)

(In thousands of United States dollars, unless otherwise stated)

20. Share capital, warrants and subscription receipts (continued)

(c) Marathon warrants (continued)

The fair value of the Marathon Warrants was treated as a cash outflow in testing whether the debt modification was a substantial modification and it was concluded that the modification was not substantial. At the issuance, $2,650 were recorded as loss on debt modification using the Black-Sholes model and the assumptions set forth in the table below. An amount of $350 was recorded reflecting the increase of fair value of Marathon Warrants for the repricing upon entering into the Fifth Amendment. The derivative financial liability relating to the Marathon Warrants is recorded as a liability on the consolidated statement of financial position and resulted in a gain on fair value remeasurement of $1,525 for the year ended November 30, 2023.

	Measurement date as at November 30, 2023	Issuance date measurement
Risk-free interest rate	4.326%	3.92%
Expected volatility	88.568%	61.985%
Average option life in years	6.25 years	7 years
Share price	$ 1.63	$ 3.80
Exercise price	$ 2.30	$ 5.80

The risk-free interest rate is based on the implied yield on a Canadian government zero-coupon issue, with a remaining term equal to the term of the Marathon warrant life. The volatility is based on weighted average historical volatility adjusted for changes expected due to publicly available information. The life of the Marathon warrant is based upon the contractual term. The dividend yield was excluded from the calculation, since it is the present policy of the Company to retain all earnings to finance operations and future growth.

With the issuance of the Marathon Warrants, the Company incurred transaction costs totalling $196 of which $78 was allocated to the Loan Facility and $118 was recorded as deferred financing costs relating to the available tranches under the Loan Facility**.** Deferred financing costs were written off on November 30, 2023 (Note 17).

20. Share capital, warrants and subscription receipts (continued)

(d) ATM program

Under the terms of a sales agreement dated July 23, 2021, the Company was able to issue and sell from time to time its common shares, having an aggregate offering price of up to $50,000, through or to the Agent, as agent or principal, in the United States for a period ending in December 2023. Sales of the common shares were to be made in transactions that were deemed to be “at-the-market distributions“ (“ATM“). In the fourth quarter of 2022, 400,000 common shares (2021 – no common shares) were sold for proceeds of $2,960 under the ATM program. Commission, legal and other costs related to this equity offering were charged directly to equity in the amount of $126 (2021 - nil). The common shares were sold at the prevailing market prices, which resulted in a price of $1.85 per share. Deferred financing costs in the amount of $607 were written off in the statement of net loss of November 30, 2023, in relation to the end of the program in December of 2023 without additional usage.

(e) DSU plan

On December 10, 2010, the Board of Directors adopted the DSU Plan for the benefit of its directors and officers (the “Beneficiaries”). The goal of the DSU Plan is to increase the Company’s ability to attract and retain high-quality individuals to act as directors or officers and to better align their interests with those of the shareholders of the Company in the creation of long-term value. Under the terms of the DSU Plan, Beneficiaries who are directors are entitled to elect to receive all or part of their annual retainer to act as directors in DSUs. Beneficiaries who act as officers are entitled to elect to receive all or part of their annual bonus, if any, in DSUs. The value of a DSU is used to determine the number of DSUs a Beneficiary may be granted or the value to be paid to a Beneficiary upon redemption. This value is equal to the average closing price of the common shares on the Toronto Stock Exchange on the date on which the Company is entitled to grant DSUs, or on the date on which a Beneficiary redeems them, and during the four previous trading days.

DSUs may only be redeemed when a Beneficiary ceases to act as a director or an officer of the Company. Upon redemption, the Company must provide a Beneficiary with an amount in cash equal to the DSU value on the redemption date. Beneficiaries may not sell, transfer or otherwise assign their DSUs or any rights associated therewith other than by will or in accordance with legislation regarding the vesting and partition of successions.

DSUs are totally vested on the grant date. When DSUs are granted to officers as part of their annual bonus, a DSU liability is recorded on the grant date in lieu of a liability for a cash bonus payment. In the case of directors, the expenses related to DSUs and their liabilities are recognized on the grant date. During the year ended November 30, 2023, nil (2022 - $126; 2021 – $78) was recorded as an expense and is included in general and administrative expenses. The liability related to DSUs is adjusted periodically to reflect any change in the market value of the common shares. As at November 30, 2023, a gain of $224 (2022 - $221; 2021 – loss of $209) was recognized within finance costs (Note 5). As at November 30, 2023, the Company had a total 24,878 DSUs outstanding (2022 – 67,536 DSUs) and a liability related to the DSUs of $39 (2022 – liability of $589).

20. Share capital, warrants and subscription receipts (continued)

(e) DSU plan (continued)

Cash-settled forward stock contracts

To protect against fluctuations in the value of DSUs, the Company entered into cash-settled forward stock contracts. They were not designated as hedging instruments for accounting purposes. As at November 30, 2023, the cash-settled forward stock contracts outstanding correspond to a total of 67,535 (2022 – 67,535) common shares at a price of $19.47 per share (2022 – $19.68 per share) expiring on December 18, 2024 (2022 – December 19, 2023). As at November 30, 2023, the fair value of cash-settled forward stock contracts was $110 (2022 – $603) and is recorded in derivative financial assets. During the year ended November 30, 2023, a loss of $492 (2022 -$217;2021 – gain of $212) related to the change in fair value of derivative financial assets was recognized within finance costs.

(f) Stock Appreciation Rights

On October 4, 2018, the Board of Directors approved a stock appreciation rights plan (the “SARs Plan”) for its consultants that entitles the grantee to receive a cash payment based on the increase in the stock price of the Company’s common shares from the grant date to the settlement date. The term of a SAR may not exceed 10 years from the grant date. Generally, SARs vest over a period of three years.

For the year ended November 30, 2023, ($22) (2022 - $12, 2021 – $53) was recorded as share-based compensation expense for the SARs Plan. Since these awards will be cash-settled, the fair value of SARs granted is estimated at each reporting period using the Black-Scholes model and the following weighted average assumptions. The liability is recorded in other liabilities on the statement of financial position.

(In thousands of United States dollars, unless otherwise stated)

20. Share capital, warrants and subscription receipts (continued)

(f) Stock Appreciation Rights (continued)

Granted in 2019 and 2021	Measurement date as at November 30, 2023	Measurement date as at November 30, 2022
Risk-free interest rate	3.55%	3.50%
Expected volatility	89.51%	58.4%
Average option life in years	6.8 years	7.8 years
Share price	$ 1.58 (CA$2.15)	$ 8.72 (CA$11.72)
Option exercise price	$ 16.99 (CA$23.07)	$ 17.16 (CA$23.07)

The risk-free interest rate is based on the implied yield on a Canadian government zero-coupon issue, with a remaining term equal to the expected term of a SAR. The volatility is based on weighted average historical volatility adjusted for changes expected due to publicly available information. The life of a SAR is estimated taking into consideration the vesting period on the grant date, the life of a SAR and the average length of time similar grants have remained outstanding in the past. The dividend yield was excluded from the calculation, since it is the present policy of the Company to retain all earnings to finance operations and future growth.

No SARs were granted during the years ended November 30, 2023 and 2022.

20. Share capital, warrants and subscription receipts (continued)

(g) Shareholder rights plan

On March 3, 2022, the Board of Directors approved certain amendments and the renewal of the Company's shareholder rights plan and, on April 6, 2022, the Company and Computershare Trust Services of Canada entered into an amended and restated shareholder rights plan agreement (the "Rights Plan"). The Rights Plan was approved by the shareholders on May 10, 2022. The Rights Plan is designed to provide adequate time for the Board and the shareholders to assess an unsolicited takeover bid for the Company. In addition, Rights the Plan provides the Board with sufficient time to explore and develop alternatives for maximizing shareholder value if a takeover bid is made, as well as provide shareholders with an equal opportunity to participate in a takeover bid to receive full and fair value for their common shares. The Rights Plan will expire at the close of the Company's annual meeting of shareholders in 2025 unless the Rights Plan is reconfirmed and approved by shareholders at such meeting.

The rights issued under the Rights Plan are initially attached to and traded with the common shares, and no separate certificate is issued unless a triggering event occurs. The rights become exercisable only when an acquiring person, including any party related to it, acquires or attempts to acquire 20% or more of the outstanding common shares without complying with the "Permitted Bid" provisions of the Rights Plan or without approval of the Board of Directors. Subject to the terms and conditions set out in the Rights Plan, each right (other than those held by the acquiring person) will permit the holder to purchase for the exercise price that number of common shares determined as follows: a value of twice the exercise price divided by the "Market Price" (defined under the Rights Plan as being the average weighted trading price per common share for the 20 consecutive trading days through and including the trading day immediately preceding the relevant date) on the common share acquisition date (defined as "Stock Acquisition Date" under the Rights Plan). The exercise price under the Rights Plan has been set to three (3) times the Market Price.

Under the Rights Plan, a Permitted Bid is a bid made to all holders of common shares and which is open for acceptance for no less than 105 days. If, at the end of 105 days, more than 50% of the outstanding common shares, other than those owned by the offeror and certain related parties, have been tendered, the offeror may take up and pay for the common shares. If more than 50% of the outstanding common shares, other than those owed by the offeror and certain related parties, have been tendered within the above mentioned 105 days period, the offeror must make a public announcement of that fact and the bid must remain open for an additional ten business days from the date of the announcement.

(h) Stock option plan

The Company has established a stock option plan (the "Option Plan") under which it can grant its directors, officers, employees, researchers and consultants non-transferable options (the "Option") for the purchase of common shares. The exercise date of an Option may not be later than 10 years after the grant date. On March 28, 2023, the Company's Board of Directors amended the Option Plan to provide, among other things, that the maximum number of common shares that may be issued under the Option Plan (together with any other security-based compensation arrangements) shall not exceed 17% of the issued and outstanding common shares, on a non-diluted basis. The Option Plan has a "reloading" or "evergreen" feature, so that when Options are exercised, the number of common shares issuable under the Option Plan will be replenished and such exercised Options will be available to be regranted in the future. Shareholders ratified this amendment on May 9, 2023. Generally, the Options vest on the grant date or over a period of up to three years.

THERATECHNOLOGIES INC.

Notes to Consolidated Financial Statements (continued)
(In thousands of United States dollars, unless otherwise stated)

Years ended November 30, 2023, 2022 and 2021

20. Share capital, warrants and subscription receipts (continued)

(h) Stock option plan (continued)

As at November 30, 2023, 5,762,675 Options could still be granted by the Company (2022 – 1,091,358, 2021 – 1, 062,851) under the Option Plan.

All Options are to be settled by the physical delivery of common shares.

Changes in the number of Options outstanding during the past two years were as follows:

	Number of Options	Weighted average exercise price per option CA$	Weighted average exercise price per option US$
Options outstanding in CA$			
Options outstanding as at November 30, 2021	797,583	$ 15.32	$ 12.00
Granted – CA$	547,847	16.68	13.00
Forfeited and expired – CA$	(144,213)	17.80	13.52
Exercised (share price: CA$11.12 (US$8.24))	(21,165)	1.24	0.92
Options outstanding as at November 30, 2022	1,180,052	$ 15,92	$ 11,84
Granted – CA$	792,193	5.16	3.80
Forfeited and expired – CA$	(197,686)	12.34	9.10
Options outstanding as at November 30, 2023 – CA$	1,774,559	$ 11.51	$ 8.48
Options exercisable as at November 30, 2023 – CA$	926,539	$ 15.19	$ 11.19
Options exercisable as at November 30, 2022 – CA$	554,354	$ 16.32	$ 12.12
Options outstanding in US$			
Options as at November 30, 2021 – US$	20,183	-	12.36
Granted – US$	96,668	-	12.08
Forfeited – US$	(10,208)	-	12.52
Options outstanding as at November 30, 2022 – US$	106,643	$ -	$ 10.00
Granted – US$	203,935	-	3.80
Forfeited – US$	(31,209)	-	5.01
Options outstanding as at November 30, 2023 – US$	279,369	$ -	$ 6.02
Options exercisable as at November 30, 2023 – US$	65,692	$ -	$ 9.48
Options exercisable as at November 30, 2022 – US$	7,769	$ -	$ 11.96

THERATECHNOLOGIES INC.

Notes to Consolidated Financial Statements (continued)
(In thousands of United States dollars, unless otherwise stated)

Years ended November 30, 2023, 2022 and 2021

20. Share capital, warrants and subscription receipts (continued)

(h) Stock option plan (continued)

The following table provides Option information as at November 30, 2023 (Options outstanding in CA$).

Price range		Number of options outstanding	Weighted average remaining life		Weighted average exercise price
CA$	US$		(years)	CA$	US$
1.00 – 4.76	0.74 – 3.50	57,500	0.03	1.52	1.12
4.77 – 8.00	3.51 – 5.89	707,695	9.25	5.16	3.80
8.01 – 15.00	5.90 – 11.04	308,196	5.43	11.10	8.17
15.01 – 24.00	11.05 – 17.67	621,167	7.55	16.85	12.40
24.01 – 36.00	17.68 – 26.51	51,575	4.86	33.27	24.50
36.01 – 40.00	26.51 – 29.45	28,426	4.35	38.24	28.16
		1,774,559	7.49	11.51	8.48

The following table provides Option information as at November 30, 2023 (Options outstanding in US$).

Price range	Number of Options outstanding	Weighted average remaining life	Weighted average exercise price
US$		(years)	US$
1.00 – 4.76	179,185	9.25	3.80
4.77 – 15.00	100,184	8.03	10.00
	279,369	8.81	6.02

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Notes to Consolidated Financial Statements (continued)
(In thousands of United States dollars, unless otherwise stated)

Years ended November 30, 2023, 2022 and 2021

20. Share capital, warrants and subscription receipts (continued)

(h) Stock option plan (continued)

For the year ended November 30, 2023, $2,237 (2022 - $3,860, 2021 – $1,879) was recorded as share-based compensation expense for the Option Plan. The fair value of Options granted in 2023 and 2022 was estimated on the grant date using the Black-Scholes model and the following weighted average assumptions.

Options granted in CA$	2023	2022
Risk-free interest rate	3.33%	1.62%
Expected volatility	64.3%	65.5%
Average option life in years	9.5 years	9 years
Grant-date share price	$ 3.80 (CA$5.16)	13.00 (CA$16.68)
Option exercise price	$ 3.80 (CA$5.16)	13.00 (CA$16.68)

Options granted in US$	2023	2022
Risk-free interest rate	3.92%	1.95%
Expected volatility	62%	64%
Average option life in years	9.5 years	9 years
Grant-date share price	$ 3.80	12.08
Option exercise price	$ 3.80	12.08

(In thousands of United States dollars, unless otherwise stated)

20. Share capital, warrants and subscription receipts (continued)

(h) Stock option plan (continued)

The risk-free interest rate is based on the implied yield on a Canadian or U.S. government zero-coupon issue, with a remaining term equal to the expected term of an Option. The volatility is based on the weighted average historical volatility adjusted for changes expected due to publicly available information. The life of an Option is estimated taking into consideration the vesting period on the grant date, the life of the Option and the average period of time similar grants have remained outstanding in the past. The dividend yield was excluded from the calculation, since Company policy is to retain all earnings to finance operations and future growth.

The following table summarizes the measurement date weighted average fair value of Options granted during the years ended November 30, 2023 and 2022.

Options granted in CA$	Number of Options granted	Weighted average grant date fair value
2023	792,193	$ 2.77 (CA$3.76)
2022	547,847	$ 8.64 (CA$11.64)

Options granted in US$	Number of Options granted	Weighted average grant date fair value
2023	203,935	$ 2.72
2022	96,668	$ 8.36

The Black-Scholes model used by the Company to calculate the option values was developed to estimate the fair value of freely tradable, fully transferable Options without vesting restrictions, which significantly differs from the Company's Option grants. This model also requires four highly subjective assumptions, including future stock price volatility and the average Option life, which greatly affect the calculated values.

(In thousands of United States dollars, unless otherwise stated)

20. Share capital, warrants and subscription receipts (continued)

(i) Loss per share

The calculation of basic loss per common share was based on the net loss attributable to common shareholders of the Company of $23,957 (2022 – 47,237, 2021 – $31,725) and a weighted average number of common shares outstanding calculated as follows.

	2023	2022	2021
Issued common shares as at December 1	24,201,582	23,780,417	19,253,360
Effect of share options exercised	-	3,338	93,562
Effect of public issue common shares	1,843,517	-	3,704,071
Impact on conversion of convertible unsecured senior notes	107	-	-
Effect of share issue - ATM program	-	29,589	-
Effect of subscription receipts issue	287,223	-	-
Effect of broker warrants exercised	-	-	36,564
Weighted average number of common shares, basic and diluted	26,332,429	23,813,344	23,087,557

For the year ended November 30, 2023, 2,053,928 (2022 – 1,286,695, 2021 – 817,766) Options, 8,130,550 (2022 – 8,130,550, 2021 – 8,130,550) Public Offering Warrants, and 5,000,000 Marathon Warrants were excluded from the weighted average number of diluted common shares calculation as their effect would have been anti-dilutive. The convertible unsecured senior notes were also excluded from the weighted average number of diluted common share calculation for the periods they were outstanding.

The average market value of the Company's common shares for purposes of calculating the dilutive effect of Options was based on quoted market prices for the period during which the options were outstanding.

THERATECHNOLOGIES INC.

Notes to Consolidated Financial Statements (continued)
(In thousands of United States dollars, unless otherwise stated)

Years ended November 30, 2023, 2022 and 2021

20. Share capital, warrants and subscription receipts (continued)

(j) Accumulated other comprehensive income (loss)

	2023	2022	2021
Unrealized losses on FVOCI financial assets, net of tax	$ (256)	$ (555)	$ (195)
Cumulative exchange difference on translation of foreign operations	940	940	151
	$ 684	$ 385	$ (44)

(In thousands of United States dollars, unless otherwise stated)

21. Income taxes

The following table presents the components of the current and deferred tax expenses (recovery).

	2023	2022	2021
Current tax expense	$ 450	$ 443	$ 63
Deferred tax expense (recovery)			
Origination and reversal of temporary differences	$ (5,972)	$ (11,705)	$ (7,796)
Change in unrecognized deductible temporary differences	5,943	11,705	7,796
Total deferred tax expense (recovery)	$ (29)	$ -	$ -
Total current and deferred tax expense	$ 421	$ 443	$ 63

Reconciliation between effective and applicable tax amounts.

	2023	2022	2021
Income taxes at domestic tax statutory rate	$ (6,237)	$ (12,400)	$ (8,390)
Change in unrecognized deductible temporary differences	5,943	11,705	7,796
Impact of differences in statutory tax rates	(130)	102	64
Non-deductible expenses and other	845	1,036	593
Total income tax expense	$ 421	$ 443	$ 63

The applicable statutory tax rate was 26.5% in 2023, 2022 and 2021. The Company's applicable tax rate is the Canadian combined rates applicable in the jurisdictions in which the Company operates.

(In thousands of United States dollars, unless otherwise stated)

21. Income taxes (continued)

Unrecognized deferred tax assets

As at November 30, 2023 and 2022, the amounts and expiry dates of Canadian tax attributes for which no deferred tax asset was recognized were as follows:

	2023		2022	
	Federal	Provincial	Federal	Provincial
Research and development expenses, without time limitation	$ 87,151	$ 105,549	$ 86,768	$ 105,174
Losses carried forward 2027	5,512	5,504	5,569	5,561
2028	33,761	16,258	34,110	16,426
2029	14,345	12,124	14,494	12,250
2030	8,423	8,420	8,510	8,507
2031	17,346	15,397	17,525	15,556
2032	11,752	10,791	11,874	10,902
2033	8,444	8,365	8,532	8,451
2034	7,733	7,665	7,813	7,744
2037	6,901	6,818	6,972	6,889
2038	2,013	1,938	2,034	1,958
2039	1,326	1,289	1,340	1,302
2040	7,242	7,218	7,317	7,292
2041	19,152	19,078	19,350	19,276
2042	29,042	28,885	31,181	31,190
2043	19,298	19,284	-	-
Other temporary differences, without time limitation				
Excess of tax value of property and equipment over carrying value	435	420	1,000	454
Excess of tax value of intellectual property and patent fees over carrying value	10,660	10,656	10,765	10,765
Available deductions and other	73,522	32,536	69,448	28,034

Given the Company's past losses, management does not believe that it is probable that the Company can realize its deferred tax assets and, therefore, no amount has been recognized in the consolidated statements of financial position. The generation of future taxable profit is dependent on the successful commercialization of the Company's products and technologies.

(In thousands of United States dollars, unless otherwise stated)

21. Income taxes (continued)

Unrecognized deferred tax assets (continued)

In addition to the above attributes, as at November 30, 2023, the Company had available $8,816 (2022 – $8,883) of losses carried forward in Ireland without expiry dates for which no deferred tax assets were recognized. As at November 30, 2023, deferred tax liabilities had not been recognized for taxable temporary differences arising from investments in a subsidiary because the Company controls the decisions affecting the realization of such liabilities and it is probable that the temporary differences will not reverse in the foreseeable future.

22. Supplemental cash flow disclosures

The Company entered into the following transactions, which had no impact on its cash flows.

	2023	2022	2021
Deferred financing costs included in accounts payable and accrued liabilities	$ -	$ -	$ 174
Additions to property and equipment included in accounts payable and accrued liabilities	-	156	-
Acquisition of derivative financial assets included in accounts payable and accrued liabilities	-	104	-
Additions to intangible assets included in accounts payable and accrued liabilities	-	2,832	-
Reclassification of other Deferred financing costs to deficit	-	38	-
Share issue cost included in accounts payable and accrued liabilities	505	37	-

23. Financial instruments

Overview

This note provides disclosures relating to the nature and extent of the Company's exposure to risks arising from financial instruments, including credit risk, liquidity risk, currency risk and interest rate risk, and how the Company manages those risks. In addition to currency risk, the Company has exposure to risks from disputed accounts receivables.

Credit risk

Credit risk refers to the risk of a loss if a customer or counterparty to a financial instrument fails to meet its contractual obligations. The Company regularly monitors credit risk exposure and takes steps to mitigate the likelihood of this exposure resulting in losses.

The Company's exposure to credit risk currently relates to accounts receivable with one major customer (refer to Note 27), other receivable and derivative financial assets which it manages by dealing only with highly rated Canadian financial institutions. Included in the consolidated statements of financial position are trade receivables of $12,798 (2022 – $10,659), all of which were aged under 60 days or received after year end. There was no amount recorded as bad debt expense for the years ended November 30, 2023 and 2022. Financial instruments other than cash and trade and other receivables that potentially subject the Company to significant credit risk consists principally of bonds and money market funds. The Company invests its available cash in highly liquid fixed income instruments from governmental, paragovernmental, municipal and high-grade corporate bodies and money market funds (2023 – $6,290; 2022 – $9,214). As at November 30, 2023, the Company believes it was not exposed to any significant credit risk. The Company's maximum credit exposure corresponded to the carrying amount of these financial assets.

Liquidity risk

Liquidity risk refers to the risk that the Company will not be able to meet its financial obligations as they become due. As indicated in Note 24, the Company manages this risk through the management of its capital structure. It also manages liquidity risk by continuously monitoring actual and projected cash flows. The Board of Directors reviews and approves the Company's operating and capital budgets, as well as any material transactions out of the ordinary course of business.

The Company has adopted an investment policy in respect of the safety and preservation of its capital designed to ensure that the Company's liquidity needs are met. The instruments are selected with regards to the expected timing of expenditures and prevailing interest rates.

(In thousands of United States dollars, unless otherwise stated)

23. Financial instruments (continued)

Liquidity risk (continued)

Pursuant to the Marathon Credit Agreement, the Company is required to maintain cash, cash equivalents and eligible short-term investments overtime between $15,000 to $20,000 based on the last twelve months adjusted EBITDA-based targets, which restricts the management of the Company's liquidity. Refer to notes 1 and 17.

The following are amounts due on the contractual maturities of financial liabilities as at November 30, 2023 and 2022.

	2023				
	Carrying amount	Total contractual amount	Less than 1 year	From 1 to 2 years	More than 3 years
Accounts payable and accrued liabilities	$ 28,471	$ 28,471	$ 28,471	$ -	$ -
Facility loan, including interest (1)	57,974	80,141	17,416	50,348	12,377
Lease liabilities	994	1,108	487	516	105
	$ 87,439	$ 109,720	$ 46,374	$ 50,864	$ 12,482

(1) Based on SOFR forward rates.

	2022				
	Carrying amount	Total contractual amount	Less than 1 year	From 1 to 2 years	More than 3 years
Accounts payable and accrued liabilities	$ 41,065	$ 41,065	$ 41,065	$ -	$ -
Term loan, including interest (2)	37,894	57,667	5,649	28,421	23,597
Convertible unsecured senior notes, including interest	26,895	29,081	29,081	-	-
Lease liabilities	1,922	2,196	595	1,145	456
	$ 107,776	$ 130,009	$ 76,390	$ 29,566	$ 24,053

(2) Based on SOFR forward rates. The maturities above reflect the fact that the Marathon Credit Agreement has been amended in the subsequent event period and, as such, the contractual maturities are used.

23. Financial instruments (continued)

Currency risk

The Company is exposed to financial risk related to the fluctuation of foreign exchange rates and the degree of volatility of those rates. Currency risk is limited to the portion of the Company's business transactions denominated in currencies other than US$, primarily cash, sale of goods and expenses incurred in CA$ and euros.

Exchange rate fluctuations for foreign currency transactions can cause cash flows, as well as amounts recorded in the consolidated statements of net loss, to vary from period to period and not necessarily correspond to those forecasted in operating budgets and projections. Additional earnings variability arises from the translation of monetary assets and liabilities denominated in currencies other than the US$ at the rates of exchange at each consolidated statement of financial position date, the impact of which is reported as foreign exchange gain or loss in the consolidated statements of net loss.

THERATECHNOLOGIES INC.

Notes to Consolidated Financial Statements (continued)
(In thousands of United States dollars, unless otherwise stated)

Years ended November 30, 2023, 2022 and 2021

23. Financial instruments (continued)

Currency risk (continued)

The following table presents the significant items in the original currencies exposed to currency risk as at November 30, 2023 and 2022.

	2023		2022	
	CA$	EURO	CA$	EURO
Cash	358	123	1,547	236
Bonds and money market funds	8,543	-	12,387	-
Trade and other receivables	296	2	733	2,141
Tax credits and grants receivable	497	145	66	239
Accounts payables and accrued liabilities	(5,395)	(224)	(10,784)	(5,849)
Lease liabilities	(925)	(288)	(1,362)	(873)
Provisions	(326)	(3,192)	-	(3,486)
Total exposure	3,048	(3,434)	2,587	(7,592)

The following exchange rates are those applicable as at November 30, 2023 and 2022.

	2023		2022	
	Average rate	Reporting date rate	Average rate	Reporting date rate
CA$ – US$	0,7404	0,7363	0,7722	0,7439
Euro – US$	1,0792	1,0903	1,0600	1,0406

(In thousands of United States dollars, unless otherwise stated)

23. Financial instruments (continued)

Currency risk (continued)

Based on the Company's foreign currency exposures noted above, varying the above foreign exchange rates to reflect a 5% strengthening of the CA$ or the euro would have an impact on net earnings for CA$ and in the accumulated other comprehensive loss for euro as follows, assuming that all other variables remained constant.

	2023		2022	
	CA$	Euro	CA$	Euro
Positive (negative) impact	152	(172)	129	(380)

An assumed 5% weakening of the CA$ or of the euro would have had an equal but opposite effect on the above currencies in the amounts shown above, assuming that all other variables remained constant.

Interest rate risk

Interest rate risk refers to the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates.

Short-term bonds held by the Company are invested at fixed interest rates and/or mature in the short term. Long-term bonds are also instruments that bear interest at fixed rates. The risk that the Company will realize a loss as a result of a decline in the fair value of its bonds is limited because these investments, although they are classified as fair value through OCI, are generally held until close to maturity. The unrealized gains or losses on bonds are recorded in accumulated other comprehensive income (loss).

Based on the value of the Company's short- and long-term bonds as at November 30, 2023, an assumed 0.5% decrease in market interest rates would have increased the fair value of these bonds and the accumulated other comprehensive income (loss) by approximately $42 (2022 – $79); an assumed increase in market interest rates of 0.5% would have an equal but opposite effect, assuming that all other variables remained constant.

Cash and money market funds bear interest at variable rates. Trade and other receivables, accounts payable and accrued liabilities and provisions bear no interest.

23. Financial instruments (continued)

Interest rate risk (continued)

Based on the average value of variable interest-bearing cash and money market funds during the year ended November 30, 2023 of $20,231 (2022 – $23,505), an assumed 0.5% increase in interest rates during such year would have increased future cash flows and net profit by approximately $101 (2022 – $118); an assumed decrease of 0.5% would have had an equal but opposite effect.

Based on the value of the Company's long-term loan as at November 30, 2023, an assumed 0.5% increase in SOFR rate during such year would have decreased future cash flows and net profit by approximately $300 and an assumed increase of 0.5% would have had an equal but opposite effect.

24. Capital management

The Company's objective in managing its capital is to ensure a liquidity position sufficient to finance its business activities. The Company depends primarily on revenue generated by sales of *EGRIFTA SV*® as well as sales of Trogarzo® in the United States, and, from time to time, on public offerings of securities in North America to finance its activities. In order to maintain or adjust its capital structure, the Company, upon approval by its Board of Directors, may issue or repay long-term debt, issue shares, repurchase shares, pay dividends or undertake other activities as deemed appropriate under the specific circumstances. The Company has also announced that it will evaluate its options in funding late stage development programs, which may include seeking a potential partner.

The capital management objectives remain the same as of the previous year, including that the Company's cash deposit and brokerage accounts are subject to control agreements relating to the Loan Facility and certain credit card arrangements allowing creditors to collateralized outstanding loaned values. Furthermore, the Company is required to maintain cash, cash equivalents and eligible short-term investments over time to range of $15,000 to $20,000 based on targeted Marathon Adjusted EBITDA.

As at November 30, 2023, cash, bonds and money market funds amounted to $40,387 (2022-$33,070).

24. Capital management (continued)

Currently, the Company's general policy on dividends is to retain cash to keep funds available to finance its growth.

The Company defines capital to include total equity and, prior to June 30, 2023, convertible unsecured senior notes.

The Company is not subject to any externally imposed capital requirements, except those disclosed in Note 17 in relation to the Marathon Credit Agreement.

25. Determination of fair values

Certain of the Company's accounting policies and disclosures require the determination of fair value, for both financial and non-financial assets and liabilities. Fair values have been determined for measurement and/or disclosure purposes based on the following methods. When applicable, further information about the assumptions made in determining fair values is disclosed in the notes specific to that asset or liability.

Financial assets and financial liabilities measured at fair value

In establishing fair value, the Company uses a fair value hierarchy based on levels as defined below:

Level 1: Defined as observable inputs such as quoted prices in active markets.

Level 2: Defined as inputs other than quoted prices in active markets that are either directly or indirectly observable.

Level 3: Defined as inputs that are based on little or no observable market data, therefore requiring entities to develop their own assumptions.

Other financial assets and financial liabilities

The Company has determined that the carrying values of its short-term financial assets and financial liabilities, including cash, trade and other receivables, and accounts payable and accrued liabilities approximate their fair value because of their relatively short period to maturity.

(In thousands of United States dollars, unless otherwise stated)

25. Determination of fair values (continued)

Other financial assets and financial liabilities (continued)

Bonds and money market funds and derivative financial assets and financial liabilities are stated at fair value, determined by inputs that are primarily based on broker quotes at the reporting date (Level 2).

The Company has determined that the carrying value of its Loan Facility approximates its fair value because the terms were modified near the end of the 2023 fiscal year-end.

Share-based payment transactions

The fair value of the Share Options is measured based on the Black-Scholes valuation model. Measurement inputs include share price on measurement date, exercise price of the instrument, expected volatility (based on weighted average historical volatility adjusted for changes expected due to publicly available information), weighted average expected life of the instruments (based on historical experience and general option holder behaviour), expected dividends, and the risk-free interest rate (based on government bonds). Service and non-market performance conditions attached to the transactions, if any, are not taken into account in determining fair value.

The fair value of the DSUs is determined using the quoted price of the common shares of the Company and considered Level 2 in the fair value hierarchy.

Marathon Warrants

The Marathon Warrants are recognized at fair value and considered Level 3 in the fair value hierarchy. Reasonably possible changes at November 30, 2023, to one of the significant unobservable input, holding other inputs consistent, would have the following effects:

	Net loss	
	Increase	Decrease
Expected volatility (10% movement (100 bps))	$ (100)	$ 125

26. Commitments

(a) Long-term procurement agreements and research agreements

The Company has long-term procurement agreements with third party suppliers in connection with the commercialization of *EGRIFTA SV*® and Trogarzo®. As at November 30, 2023, the Company had outstanding purchase orders and minimum payments required under these agreements amounting to $14,682 (2022 – $1,644) for the manufacture of Trogarzo®, *EGRIFTA SV*® and for other various services.

As at November 30, 2023, the Company also had research commitments and outstanding clinical material purchase orders amounting to $807 (2022 – $1,310) in connection with the oncology platform and nil (2022 – $868) in connection with a new formulation of tesamorelin and of a multi-dose pen injector developed for this new formulation.

26. Commitments (continued)

(b) Licence agreement

On February 3, 2020, the Company entered into an amended and restated licence agreement with the Massachusetts General Hospital ("MGH"), as amended on April 15, 2020, in order to benefit from its assistance and knowledge for the development of tesamorelin for the potential treatment of Non-Alcoholic Steatohepatitis ("NASH") in the general population. Under the terms of the amended agreement, the MGH, through Dr. Steven Grinspoon, will provide services related to the study design, selection of optimal patient population, dosing, study duration and other safety matters and participate, if need be, in regulatory meetings with the FDA or the EMA. In consideration, the Company agreed to make certain milestone payments to the MGH related to the development of tesamorelin and to pay a low single-digit royalty on all sales of *EGRIFTA SV*® above a certain amount. The payment of the royalty will begin upon approval by the FDA or the EMA (the first to occur) of an expanded label of tesamorelin for the treatment of any fatty liver disease, including Non-Alcoholic Fatty Liver Disease or NASH in the general population.

(In thousands of United States dollars, unless otherwise stated)

27. Operating segments

The Company has a single operating segment. As described in Note 3, almost all of the Company's revenues are generated from one customer, RxCrossroads, which is domiciled in the United States.

	2023	2022	2021
RxCrossroads	$ 81,392	$ 78,744	$ 68,917
Others	372	1,313	906
	$ 81,764	$ 80,057	$ 69,823

All of the Company's non-current assets are located in Canada, the United States and Ireland. Of the Company's total non-current assets of $14,472 (2022 – $19,890), $14,138 (2022 – $18,980) are located in Canada, $32 (2022 – $69) are located in the United States and $302 (2022 – $841) are located in Ireland.

28. Related parties

The key management personnel of the Company are the directors, the President and Chief Executive Officer, the Senior Vice President and Chief Financial Officer, the Global Commercial Officer and the Senior Vice President and Chief Medical Officer.

Key management personnel compensation comprises:

	2023	2022	2021
Short-term employee benefits	$ 3,259	$ 3,191	$ 2,690
Post-employment benefits	95	86	72
Share-based compensation	1,355	2,078	1,243
	$ 4,709	$ 5,355	$ 4,005

28. Related parties (continued)

As at November 30, 2023, the key management personnel controlled 1.1% (2022 – 0.8%) of the voting shares of the Company.

Item 19. Exhibits

1.1	Articles of Incorporation of the Company (incorporated by reference to Exhibit 1.1 to the Company's Annual Report on Form 20-F filed with the SEC on February 27, 2013)
1.2	Amended and Restated By-laws No.3 of the Company
1.3	By-laws No.4 of the Company
2.1	Amended and Restated Shareholder Rights Plan Agreement dated April 6, 2022 between Theratechnologies Inc. and Computershare Trust Company of Canada (incorporated by reference to Exhibit 99.1 to the Company's Report on Form 6-K filed with the SEC on April 14, 2022)
2.2	Share Option Plan dated as of May 9, 2023 of the Company
2.3	Description of Securities Registered Under Section 12 of the Exchange Act
4.1	Manufacture and Supply Agreement, by and between Draxis Pharma General Partnership and Theratechnologies Inc., dated as of December 23, 2009 (incorporated by reference to Exhibit 99.91 to the Company's Registration Statement on Form 40-F filed with the SEC on June 13, 2011)
4.2	Amended and Restated Master Services Agreement made as of December 14, 2016 by and between inVentiv Commercial Services, LLC and Theratechnologies Inc. (incorporated by reference to Exhibit 99.59 to the Company's Registration Statement on Form 40-F filed with the SEC on September 27, 2019)
4.3	Amended and Restated Marketing and Distribution Agreement dated March 6, 2017 by and between Theratechnologies Inc. and TaiMed Biologics Inc. (incorporated by reference to Exhibit 99.57 to the Company's Registration Statement on Form 40-F filed with the SEC on September 27, 2019)
4.4	Amended and Restated Master Services Agreement made as of November 1, 2017 by and between RxC Acquisition Company and Theratechnologies Inc. (incorporated by reference to Exhibit 99.61 to the Company's Registration Statement on Form 40-F filed with the SEC on September 27, 2019)
4.5	Amended and Restated Statement of Work #1 entered into as of November 1, 2017 by and between RxC Acquisition Company and Theratechnologies Inc. (incorporated by reference to Exhibit 99.62 to the Company's Registration Statement on Form 40-F filed with the SEC on September 27, 2019)
4.6	Amended and Restated Statement of Work #2 entered into as of November 1, 2017 by and between RxC Acquisition Company and Theratechnologies Inc. (incorporated by reference to Exhibit 99.63 to the Company's Registration Statement on Form 40-F filed with the SEC on September 27, 2019)
4.7	Amendment No. 1 to Amended and Restated Marketing and Distribution Agreement effective as of November 6, 2018 by and between Theratechnologies Inc. and TaiMed Biologics Inc. (incorporated by reference to Exhibit 99.58 to the Company's Registration Statement on Form 40-F filed with the SEC on September 27, 2019)
4.8	Share Purchase Agreement dated February 25, 2019 by and among Transfert Plus, L.P., Aligo Innovation, L.P., Borhane Annabi, Richard Béliveau, Cyndia Charfi, Jean-Christophe Currie, Alain Larocque, Michel Demeule, Sophie Kozelko and Theratechnologies Inc. (incorporated by reference to Exhibit 99.66 to the Company's Registration Statement on Form 40-F filed with the SEC on September 27, 2019)
4.9	Amendment No. 1 to Share Purchase Agreement dated August 12, 2019, by and among Transfert Plus, L.P., Aligo Innovation, L.P., Borhane Annabi, Richard Béliveau, Cyndia Charfi, Jean-Christophe Currie, Alain Larocque, Michel Demeule, Sophie Kozelko and Theratechnologies Inc. (incorporated by reference to Exhibit 99.67 to the Company's Registration Statement on Form 40-F filed with the SEC on September 27, 2019)
4.10	Amended and Restated Exclusive License Agreement dated February 25, 2019 by and between Transfert Plus, L.P. and Katana Biopharma Inc. (incorporated by reference to Exhibit 99.68 to the Company's Registration Statement on Form 40-F filed with the SEC on September 27, 2019)
4.11	First Amendment to the Amended and Restated Master Services Agreement dated February 27, 2019 by and between inVentiv Commercial Services, LLC and Theratechnologies Inc. (incorporated by reference to Exhibit 99.60 to the Company's Registration Statement on Form 40-F filed with the SEC on September 27, 2019)
4.12	Amendment No. 1 to Amended and Restated Statement of Work #1 made as of November 1, 2019 by and between RxC Acquisition Company d/b/a RxCrossroads by McKesson and Theratechnologies Inc. (incorporated by reference to Exhibit 99.9 to the Company's Registration Statement on Form 40-F filed with the SEC on February 25, 2020)
4.13	Amendment No. 1 to Amended and Restated Statement of Work #2 made as of November 1, 2019 by and between RxC Acquisition Company d/b/a RxCrossroads by McKesson and Theratechnologies Inc. (incorporated by reference to Exhibit 99.10 to the Company's Registration Statement on Form 40-F filed with the SEC on February 25, 2020)
4.14	Second Amendment to Amended and Restated Master Services Agreement made as of February 3, 2020 by and between inVentiv Commercial Services, LLC and Theratechnologies Inc. (incorporated by reference to Exhibit 99.11 to the Company's Registration Statement on Form 40-F filed with the SEC on February 25, 2020)

4.15	Amended and Restated License Agreement made as of February 3, 2020 by and between The General Hospital Corporation d/b/a Massachusetts General Hospital and Theratechnologies Inc. (incorporated by reference to Exhibit 99.12 to the Company's Registration Statement on Form 40-F filed with the SEC on February 25, 2020)
4.16	Commitment Letter made as of July 13, 2022, by and between Marathon Asset Management and Theratechnologies Inc. (incorporated by reference to Exhibit 99.2 to the Company's Report on Form 6-K filed with the SEC on July 21, 2022)
4.17	Underwriting Agreement, dated October 25, 2023, by and among Theratechnologies Inc., Cantor Fitzgerald & Co. and Cantor Fitzgerald Canada Corporation. (incorporated by reference to Exhibit 99.1 to the Company's Report on Form 6-K filed with the SEC on October 27, 2023)
4.18	First Amendment to Credit Agreement made as of February 27, 2023, by and among Theratechnologies Inc., MAM Tiger Lender LLC and Marathon Healthcare Finance Fund, L.P. (incorporated by reference to Exhibit 99.1 to the Company's Report on Form 6-K filed with the SEC on November 3, 2023)
4.19	Second Amendment to Credit Agreement made as of May 15, 2023, by and among Theratechnologies Inc., MAM Tiger Lender LLC and Marathon Healthcare Finance Fund, L.P. (incorporated by reference to Exhibit 99.2 to the Company's Report on Form 6-K filed with the SEC on November 3, 2023)
4.20	Third Amendment to Credit Agreement made as of July 10, 2023, by and among Theratechnologies Inc., MAM Tiger Lender LLC and Marathon Healthcare Finance Fund, L.P. (incorporated by reference to Exhibit 99.3 to the Company's Report on Form 6-K filed with the SEC on November 3, 2023)
4.21	Fourth Amendment to Credit Agreement made as of July 28, 2023, by and among Theratechnologies Inc., MAM Tiger Lender LLC and Marathon Healthcare Finance Fund, L.P. (incorporated by reference to Exhibit 99.4 to the Company's Report on Form 6-K filed with the SEC on November 3, 2023)
4.22	Amended and Restated Fourth Amendment to Credit Agreement made as of September 21, 2023, by and among Theratechnologies Inc., MAM Tiger Lender LLC and Marathon Healthcare Finance Fund, L.P. (incorporated by reference to Exhibit 99.5 to the Company's Report on Form 6-K filed with the SEC on November 3, 2023)
4.23	Fifth Amendment to Credit Agreement made as of October 13, 2023, by and among Theratechnologies Inc., MAM Tiger Lender LLC and Marathon Healthcare Finance Fund, L.P. (incorporated by reference to Exhibit 99.6 to the Company's Report on Form 6-K filed with the SEC on November 3, 2023)
4.24	Investor Rights Agreement dated October 31, 2023, by and between Theratechnologies Inc. and Investissement Québec. (incorporated by reference to Exhibit 99.1 to the Company's Report on Form 6-K filed with the SEC on November 6, 2023)
4.25	Deferred Compensation Plan for Members of the Board of Directors and Certain Executive Officers of the Company (incorporated by reference to Exhibit 4.2 to the Company's Annual Report on Form 20-F filed with the SEC on February 27, 2013)
4.26	Amendment No. 2 to Amended and Restated Marketing and Distribution Agreement effective as of November 5, 2019 by and between Theratechnologies Inc. and TaiMed Biologics Inc.
4.27	Amendment No.1 to the Manufacture and Supply Agreement made as of January 7, 2020 by and between Jubilant Hollisterstier General Partnership (f/k/a Draxis Pharma General Partnership) and Theratechnologies Inc.
4.28	First Amendment to the Amended and Restated License Agreement made as of April 15, 2020 by and between The General Hospital Corporation d/b/a Massachusetts General Hospital and Theratechnologies Inc.
4.29	Amendment No.2 to the Manufacture and Supply Agreement made as of January 1, 2021 by and between Jubilant Hollisterstier General Partnership (f/k/a Draxis Pharma General Partnership) and Theratechnologies Inc.
4.30	First Amendment to the Amended and Restated Exclusive License Agreement effective October 26, 2020 by and between Transfert Plus, L.P. and Theratechnologies Inc.
4.31	Amendment No. 2 to Share Purchase Agreement dated March 29, 2021, by and among Transfert Plus, L.P., Aligo Innovation, L.P., Borhane Annabi, Richard Béliveau, Cyndia Charfi, Jean-Christophe Currie, Alain Larocque, Michel Demeule, Sophie Kozelko and Theratechnologies Inc.
4.32	Consulting Agreement made as of May 13, 2021 by and between JP Arena Consulting, LLC, and Theratechnologies Inc.
4.33	Amendment No. 3 to Amended and Restated Marketing and Distribution Agreement effective as of May 18, 2021 by and between Theratechnologies Inc. and TaiMed Biologics Inc.
4.34	Third Amendment to Amended and Restated Master Services Agreement made as of December 1, 2021 by and between Syneos Health Commercial Services (f/k/a inVentiv Commercial Services, LLC) and Theratechnologies Inc.
4.35	Amendment No. 2 to Amended and Restated Statement of Work #2 made as of February 17, 2023 by and between RxC Acquisition Company d/b/a RxCrossroads by McKesson and Theratechnologies Inc.
4.36	Manufacturing and Supply Agreement made as of July 31, 2023, by and among Theratechnologies Inc. and Bachem Americas Inc.
4.37	Employment Agreement made as of March 1, 2020 by and between Paul Lévesque and Theratechnologies Inc.
4.38	Employment Agreement made as of February 24, 2016 by and between Philippe Dubuc and Theratechnologies Inc.

4.39	Amendment No.1 to Employment Agreement made as of July 27, 2023 by and between Philippe Dubuc and Theratechnologies Inc.
4.40	Amended and Restated Employment Agreement made as of December 21, 2012 by and between Christian Marsolais and Theratechnologies Inc.
4.41	Amendment No.1 to Amended and Restated Employment Agreement made as of July 28, 2023 by and between Christian Marsolais and Theratechnologies Inc.
4.42	Employment Agreement made as of January 6, 2023 with an effective date of April 11, 2022 by and between John Leasure and Theratechnologies Inc.
4.43	Amendment No.1 to Employment Agreement made as of July 31, 2023 by and between John Leasure and Theratechnologies Inc.
4.44	Employment Agreement made as of March 29, 2007 by and between Jocelyn Lafond and Theratechnologies Inc.
4.45	Amendment No.1 to Employment Agreement made as of July 5, 2012 by and between Jocelyn Lafond and Theratechnologies Inc.
4.46	Amendment No.2 to Employment Agreement made as of July 27, 2023 by and between Jocelyn Lafond and Theratechnologies Inc.
4.47	Amendment No.3 to Employment Agreement made as of December 15, 2023 by and between Jocelyn Lafond and Theratechnologies Inc.
8.	Significant Subsidiaries of the Registrant
11.1	Code of Business Conduct & Ethics of the Company
11.2	Insider Trading Policy, dated November 29, 2021.
12.1	Certificate of CEO pursuant to Rule 13a-14(a) or 15(d)-14(a) of the Exchange Act
12.2	Certificate of CFO pursuant to Rule 13a-14(a) or 15(d)-14(a) of the Exchange Act
13.1	Certificate of CEO pursuant to 18 U.S.C. Section 1350, adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
13.2	Certificate of CFO pursuant to 18 U.S.C. Section 1350, adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
15.	Consent of KPMG
17.	List of Subsidiary Guarantors
97.1	Clawback Policy
101.SCH	Inline XBRL Taxonomy Extension Schema
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase
104.	Cover Page Interactive Data File - (formatted as Inline XBRL and contained in Exhibit 101)

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 annual report on its behalf.

THERATECHNOLOGIES INC.

Date: February 21, 2024

By: */s/ Paul Lévesque*
Name: Paul Lévesque
President and Chief Executive Officer

THERATECHNOLOGIES INC.

AMENDED AND RESTATED BY-LAW NO. 3

GENERAL BY-LAWS

INTERPRETATION

1. Definitions. The definitions set out in the *Business Corporations Act* (CQLR., c. S-31.1), and in any amendment or successor act thereto (collectively, the "Act"), shall apply to the terms used in these General By-Laws.

2. Computation of Time. The computation of time or any period in days shall be based on the provisions of the *Interpretation Act* (CQLR, c. I-16), and any amendment or successor act thereto.

3. Signature. Any signature required on a notice of shareholder meeting or any other document that must be sent or provided by the Corporation, its directors or its officers or on their behalf may be handwritten or reproduced mechanically or electronically.

4. Certificate. A transfer certificate made by the Corporate Secretary or by any other duly authorized officer of the Corporation in office when the certificate was prepared, or by any officer, transfer agent or registrar who records the transfer of shares of the Corporation shall be conclusive evidence, enforceable against any shareholder, of the sending or delivery of any notice of meeting or any other document that must be sent or provided by the Corporation, its directors or its officers, or on their behalf.

SHAREHOLDERS

5. Annual Meeting. The annual meeting of shareholders of the Corporation shall be held each year on such date and at such time as may be fixed by the Board of Directors, to receive and consider the financial statements of the Corporation together with the report of the Auditor's thereon, to elect directors, to appoint the Auditor and to fix or to authorize the Board of Directors to fix its remuneration, and to consider, deal with and dispose of such other business as may lawfully come before the meeting.

The annual meeting of shareholders shall be held at the head office of the Corporation or at any other place in the province of Quebec, which may be determined by the Board of Directors.

Any annual meeting may also constitute a special meeting to consider, deal with and dispose of any business to be considered, dealt with and disposed of at any special meeting.

6. Special Meeting. A special meeting of shareholders may be called at any time as determined by the President, the Chair of the Board or the Board of Directors.

Special meetings of shareholders shall be held at the head office of the Corporation or at such other place, within or outside Quebec, as may be determined by the Board of Directors. However, if directors are to be elected at a special meeting of shareholders, such meeting shall be held within the province of Quebec.

7. Special Meeting Called at the Request of Shareholders. It shall be incumbent upon the Board of Directors to call a special meeting of shareholders whenever required in writing to do so by the shareholders holding no less than one-tenth of the issued shares of the Corporation of the class or classes that, at the date of the request, carry the right to vote at the meeting so requested. The request shall indicate the purposes of the upcoming meeting, the business of which shall lie within the competence of a meeting of the shareholders. If the meeting is not called within 21 days from the date upon which the request for the meeting was received at the head office of the Corporation to the attention of the Corporate Secretary, any shareholder who signed the request may call such special meeting.

8. Notice of Meetings. Notice of each annual or special meeting of shareholders shall be sent to the shareholders entitled to attend such meeting by any means of delivery authorized by law, at the discretion of the person charged with giving such notice, to the respective address of the recipients recorded in the registers of the Corporation, at least 21 days prior to the date fixed for such meeting. If the address of any shareholder does not appear in the registers of the Corporation, then the said notice may be sent to such address as the person sending the notice may consider to be the most likely address at which the notice will reach such shareholder promptly. Irregularities in the notice or in the sending thereof, including the accidental omission to give notice or the non-receipt thereof by any of the shareholders, shall not invalidate any proceedings at any such meeting.

No notice of the date determined for any adjourned meeting need be given.

9. Record Date. The Board of Directors may fix a date no earlier than 30 days prior to the date of a meeting as the record date to determine which shareholders are entitled to receive notice of the meeting and to vote thereat. As a result, only shareholders of record on the date so fixed shall be entitled to receive notice thereof and to vote thereat, regardless of any transfer of shares

recorded in the registers of the Corporation between the record date and the date of such meeting.

10. Joint Shareholders. In the case of joint shareholders, any notice of meeting or other document that must be sent to shareholders may be sent to the joint shareholder whose name first appears in the registers of the Corporation in respect of such shares. Any notice or document so sent shall be deemed sufficient to release the sender from sending such notice or document to each joint shareholder.

11. Chair of the Meeting. The Chair of the Board of Directors or, if there is none, the President of the Corporation, or any other person as may from time to time be appointed as such by the Board of Directors, shall preside at meetings of shareholders.

12. Quorum. One or more persons present in person or duly represented and holding not less than 10% of the aggregate number of votes attached to all the voting shares for such meeting shall constitute a quorum at an annual or special meeting of shareholders, regardless of the actual number of persons physically present.

Should a quorum exist at the commencement of a meeting, the shareholders present or represented may proceed with the business for which it was originally called whether or not the quorum is maintained for the duration of the meeting.

Should no quorum exist at the commencement of a meeting, the shareholders present or represented may, by a majority vote to that effect, adjourn the meeting to another date and place, though they may not proceed with any other business.

Should a quorum exist at a meeting so adjourned, said meeting may proceed, failing which, a new meeting shall be convened.

13. Conduct of Meetings. Any meeting of shareholders may be held in person or otherwise in accordance with the provisions of the Act, solely or in part, by the use of any equipment or medium that enables all participants to communicate directly with one another during the meeting.

Any person participating in a meeting by such means will be deemed to be present at the meeting and, provided he/she/it is entitled to vote at the meeting, may cast his/her/its vote using any such means if it allows the vote to be verified afterwards and protects the secrecy of the vote if a ballot is requested.

14. Proxy. The Board of Directors may set a date and time limit when instruments of proxy to be used at a meeting must be deposited with the Corporation or its mandatary; such date and time limit shall not precede the meeting by more than 48 hours.

The Board of Directors may also permit details of proxies to be used at or in connection with a meeting and deposited with the Corporation or its mandatary at a location other than that at which such meeting shall be held to be sent by facsimile to the Corporate Secretary of the Corporation prior to the meeting. In such a case, such proxies, if they are otherwise regular, shall be valid and the votes given under their authority shall be counted.

15. Decisions Made by the Majority. Unless otherwise provided in the Act, any matters submitted to a meeting of shareholders will be decided by a simple majority (50% + 1) of the votes validly cast. In the case of joint shareholders, unless they indicate otherwise, any one of such persons attending the meeting shall be authorized to cast those votes which may be cast at the meeting and, where more than one joint shareholder is in attendance, only the person whose name first appears in the securities register of the Corporation in respect of the shares carrying votes shall be authorized to cast such vote at the meeting.

16. Vote by a Show of Hands. Unless a vote by secret ballot is requested in the manner prescribed below, the vote shall be taken by a show of hands. In such a case, the shareholders shall vote by raising their hands, and the number of votes shall be calculated in accordance with the number of raised hands.

17. Secret Ballot. If the chair of the meeting so orders or a person holding or representing by proxy no fewer than 10% of the shares carrying votes which may be cast at the meeting so requests, the vote shall be taken by secret ballot. A request for a vote by secret ballot may be made at any time prior to the adjournment of the meeting, even after the holding of a vote by a show of hands, and such a request may also be withdrawn. Each shareholder or proxy shall remit to the scrutineers one or more ballots, on which he shall enter the manner in which he shall cast the votes he has and, where applicable, his name and the number of votes he has. Whether or not a vote by a show of hands has previously been taken on the same matter, the result of a secret ballot shall be deemed to represent the resolution of the meeting in respect thereof.

18. Procedure at Meetings. The chair of any meeting of shareholders shall be responsible for conducting the procedure thereat in all respects, and his/her decision on any matter, even a matter pertaining to the validity or non-validity of a proxy and the receivability or non-receivability of a motion, shall be final and binding on all the shareholders.

A declaration by the chair of the meeting that a resolution has been carried or not carried, with or without qualification of unanimity, by a particular majority, shall be conclusive evidence of the fact.

At all times during the meeting, the chair of the meeting, of his/her own initiative or with the assent of the shareholders given by a simple majority, for a valid reason, such as a disturbance or confusion rendering the harmonious and

orderly conduct of the meeting impossible, has the authority to adjourn the meeting from time to time and no notice of any such adjourned meeting to a given date need be given.

Should the chair of the meeting fail to carry out his/her duties loyally, the shareholders may remove him/her as chair of such meeting at any time and replace him/her by another person chosen among them.

19. Scrutineers. The chair at any meeting of shareholders may appoint scrutineers (who may but need not be directors, officers, employees or shareholders of the Corporation), who shall act in accordance with his/her directives.

BOARD OF DIRECTORS

20. Number. The Corporation shall be managed by a Board of Directors composed of the fixed number of directors indicated in its articles of incorporation. If the articles of incorporation establish a minimum and a maximum number of directors, the Board of Directors shall be composed of the fixed number of directors, although no less than three, established by resolution of the Board of Directors or, failing this, selected by the shareholders within such limits.

21. Resignation. A director may resign his office by written notice to the Corporation. Reasons need not be given for a resignation. Unless a subsequent date is stipulated in such notice, the resignation shall take effect on the date of its delivery.

22. Removal. Unless otherwise provided in the articles of incorporation of the Corporation, the shareholders may, by resolution, remove a director at a special meeting called for that purpose.

The removal of a director, as well as his election, shall be at the discretion of the shareholders. A director may be removed at any time and such removal need not be based on any particular grounds, whether serious or not. Neither the Corporation nor the shareholders voting in favour of the removal shall incur any liability toward the director by the mere fact of his removal, even if there be no grounds therefore.

23. Vacancy. The office of a director shall become vacant as of the moment that his/her resignation or removal is effective; likewise, a vacancy shall be created the moment a director ceases to be qualified to fulfill his/her duties, or if he/she dies. Directors may continue to act despite one or several vacancies, provided a quorum still exists.

24. Remuneration. The remuneration paid to the directors shall be determined by resolution of the Board of Directors. Such remuneration shall normally be in addition to the salary or remuneration of any officer, employee or supplier of services of the Corporation who is also a director, unless a resolution states otherwise. The directors may also be reimbursed for travel and other expenses incurred by them in connection with their duties.

25. Irregularity. Notwithstanding the discovery of a defect in the election of the Board of Directors or in the election or appointment of a director, or in the event a director is no longer eligible to act as such pursuant to the Act, acts regularly done by any of them shall be as valid and as binding on the Corporation as if the election or appointment had proceeded without such defect or as if each person was still eligible to act as a director of the Corporation under the Act.

26. Borrowing. The directors may, when they deem expedient:

(a) borrow money upon the credit of the Corporation;

(b) issue debentures or other securities of the Corporation and pledge or sell same for such sums and at such prices as may be deemed expedient;

(c) hypothecate the immovables and movables or otherwise affect the movable property of the Corporation;

(d) delegate, in whole or in part, the powers mentioned hereinabove to one or more officers of the Corporation, subject to the terms and conditions set out in the resolution delegating such power.

This by-law shall be regarded as an addition to, and not a replacement of, any borrowing by-law adopted by the Corporation for banking purposes unless otherwise specifically stipulated in such by-law.

27. Use of Property or Information. No director may mingle the Corporation's property with his/her own property or use for his/her own profit or that of a third person any property of the Corporation, including any information he obtains by reason of his/her duties, unless he/she is expressly and specifically authorized to do so by the shareholders of the Corporation.

28. Conflicts of Interest. A director shall avoid placing himself/herself in a situation where his/her personal interest would conflict with his/her obligations as a director of the Corporation.

He/she shall promptly declare to the Corporation any interest he has in an enterprise or other entity that may place him/her in a situation of conflict of interest and any right he/she may set up against it, indicating their nature and value, where applicable. Such declaration of interest shall be recorded in the minutes of the proceedings of the Board of Directors. A general declaration shall be valid as long as the facts have not changed, and the director need not repeat it for a specific subsequent transaction.

29. Contracts with the Corporation. A director may, even in carrying on his/her duties, directly or indirectly acquire rights in the Corporation's property or enter into contracts with the Corporation, on condition that he immediately inform the Corporation of such fact by indicating the nature and value of the rights he/she is acquiring, and that he/she request that such fact be recorded in the minutes of the proceedings of the Board of Directors or any written resolution in lieu thereof.

A director who is so interested in an acquisition of property or a contract shall abstain, except if required, from the discussion and voting on the question and, if he/she votes, his/her vote shall not be counted. However, this rule does not apply to questions concerning the remuneration or condition of employment of a director.

At the request of the Chair of the Board of Directors or of any director, the interested director shall leave the meeting while the Board of Directors discusses and votes on the acquisition or contract in question. The same shall be applicable to any director who has an interest in an offeror making an offer to purchase the shares of the Corporation by way of a take-over bid while the Board of Directors discusses and votes on such offer.

Neither the Corporation nor its shareholders may contest the validity of an acquisition of property or a contract involving the Corporation, on the one hand, and directly or indirectly a director, on the other, for the sole reason that the director is a party thereto or is interested therein, if such director made the declaration mentioned hereinabove immediately and correctly.

MEETINGS OF THE BOARD OF DIRECTORS

30. Calling of Meetings. Meetings of the Board of Directors may be called by or by order of the Chair of the Board of Directors, if any, the President of the Corporation or two (2) directors, and such meetings may be held anywhere within or outside Quebec. A notice of each meeting specifying the place, date and time,

shall be sent to each director at the address appearing in the registers of the Corporation. Notice shall be sent no less than two (2) days prior to the date fixed for the meeting by any means of delivery authorized by law. In the absence of an address for a director, the notice may be sent to the address at which the sender considers that the notice is most likely to reach the director promptly.

In any case where the convening of a meeting is considered by the Chair of the Board of Directors, if any, the President of the Corporation or a group of two (2) directors, to be a matter of urgency, he/she may cause notice to be given of a meeting of the Board of Directors by telephone, e-mail, fax or any other mode of transmission, not less than three (3) hours before such meeting is to be held and such notice shall be adequate for the meeting so convened.

A meeting of the Board of Directors shall be held after each annual meeting of shareholders to appoint the chair of the Board of Directors, create any committee of the Board of Directors, if need be, appoint any member thereon, appoint the officers of the Corporation and to consider any other matter it deems appropriate.

31. Quorum. A majority of the directors in office, although no less than three (3), shall constitute a quorum for a meeting of the Board of Directors. A quorum shall be present for the entire duration of the meeting.

32. Meeting Chair and Secretary. Meetings of the Board of Directors shall be chaired by the Chair of the Board of Directors, if any, or, failing him/her, by any other director designated for such purpose by the directors by a majority of the votes cast. The Corporate Secretary of the Corporation shall act as secretary of the meetings. The directors present at a meeting may nevertheless appoint any other person to act as secretary of such meeting.

33. Procedure. The chair of the meeting ensures that the meeting is conducted smoothly and submits to the Board the motions on which a vote is to be taken and generally conducts the procedure thereat in all respects, in which regard his/her decision shall be final and binding on all the directors. Should the chair of the meeting fail to submit a motion, any director may submit the motion himself/herself before the meeting is adjourned or closed and, if such motion lies within the competence of the Board of Directors, the Board of Directors shall consider it. Should the chair of the meeting fail to carry out his/her duties loyally, the directors may remove him/her as chair of that meeting at any time and replace him/her by another director.

34. Voting. Each director shall be entitled to one vote, and all matters shall be decided by the majority of the votes cast. The vote shall be taken by voice vote or by a show of hands unless the chair of the meeting or a director requests a secret ballot, in which case the vote shall be taken by ballot. If the vote is taken by ballot, the secretary of the meeting shall act as scrutineer and count the ballots, which shall not in as much deprive him/her of his/her right to vote as a

director, if such is the case. The fact of having voted by ballot shall not deprive a director of the right to express his/her dissent in respect of the resolution concerned and to cause such dissent to be recorded. Voting by proxy shall not be permitted, and the Chair shall have no casting vote in the case of a tie vote.

COMMITTEES OF THE BOARD OF DIRECTORS

35. Committees. The Board of Directors may create any committee it deems appropriate, which may or may not be made up of members of the Board of Directors. Any such committee shall have the power vested in it by the Board of Directors. Unless the Board of Directors directs otherwise, each committee shall have the authority to set its own quorum to elect its own chair and to determine its own governance procedures.

OFFICERS

36. Officers. The Board of Directors may, by means of resolution, appoint any officer or other mandatary it may deem appropriate and determine their title, duties and powers. With the exception of the Chair of the Board of Directors who must be a director, no other officer need be a director or shareholder of the Corporation. Any such officer or mandatary may be removed at any time by the Board of Directors, or may resign at any time upon notice to the Corporation.

IDEMNIFICATION AND EXEMPTION

37. Indemnification and Reimbursement of Expenses. The Corporation is required to indemnify a person who acts or has acted as director, officer or other mandatary of the Corporation (hereafter the “Indemnified”) for any prejudice suffered by reason or in respect of the performance of such duties with the Corporation and shall also reimburse him for reasonable expenses incurred for the same purposes, in each case in accordance with the provisions set out hereinbelow.

38. Defense – Prosecution by Third Party. The Corporation shall assume the defense of the Indemnified prosecuted by a third party for an act performed in the exercise of his/her duties and shall pay damages, if any, resulting from that act, unless it is due to a gross fault or intentional fault on his/her part that does not fall within the exercise of his/her duties. In particular, such an offence shall include the violation, by the Indemnified, of his/her duties of loyalty and honesty toward the Corporation, especially if he/she should place himself/herself in a situation of conflict of interest.

Such assumption of defence shall involve the payment or reimbursement of reasonable judicial and extra-judicial costs incurred by the Indemnified who is prosecuted by a third party.

The payment of damages shall include the amounts paid to settle an action out of court and any fine imposed.

39. Expenses – Penal Proceedings. However, in a penal or criminal proceeding, the Corporation shall assume the payment of the expenses of the Indemnified only if he/she had reasonable grounds to believe that his/her conduct was in compliance with the law, or if he/she has been released or acquitted.

40. Prosecution by the Corporation. If the Corporation prosecutes a director, officer or other mandatary for an act or omission in the performance of his duties, it shall undertake to assume the reasonable judicial and extra-judicial costs reasonably incurred by such director, officer or mandatary, if it loses its case and the court so decides. If the Corporation wins its case only in part, the court may determine the amount of the expenses it shall assume.

41. Director of Another Corporation. The Corporation shall indemnify, in the manner set out in sections 44 to 47 hereinabove, any person who acts at its request as a director for another legal person of which it is a shareholder or creditor.

42. Liability Insurance. The Corporation may purchase and maintain for the benefit of its directors, officers and other mandataries, previous and actual, as well as their heirs, legatees and assigns, insurance covering their personal liability by reason of the fact that they perform such duties or act as directors of a legal person of which the Corporation is a shareholder or creditor.

43. Reimbursement of Expenses. Subject to a contractual agreement specifying or restricting this obligation, the Corporation is required to reimburse a director, an officer or other mandatary for reasonable and necessary expenses incurred by him/her in the exercise of his/her duties, plus interest from the date on which such expenses were paid by him/her. Such reimbursement shall be made upon presentation of all relevant vouchers.

CAPITAL STOCK

44. Share Certificates and Share Transfers. Certificates representing the shares of the capital stock of the Corporation shall bear the signature of the President or a Vice-President and that of the Corporate Secretary or an Assistant Secretary. Any certificate bearing a signature of an authorized officer shall be deemed valid, notwithstanding the fact that the signatory has since ceased to hold such office within the Corporation.

45. Record Date and Closing of Books. The Board of Directors may fix a date preceding by no more than thirty (30) days the date of payment of a dividend, an allocation of rights or any other form of distribution as the record date for determining the shareholders entitled to such dividend, right or distribution; hence, only shareholders of record on the date so fixed shall be entitled thereto, notwithstanding any transfer of shares recorded in the registers of the Corporation between the record date and the date on which the dividend is paid, the rights allocated or the distribution made.

46. Transfer Agents. The Board of Directors may appoint or remove transfer agents or registrars and make by-laws regarding share transfers and the registration of shares. Any certificate of shares issued following such appointment shall, on pain of invalidity, be countersigned by one of the agents or registrars.

DIVIDENDS

47. Dividends. The Board of Directors may, periodically and in compliance with the law, declare and pay dividends to the shareholders, in accordance with their respective rights.

The Board of Directors may stipulate that a dividend be payable, in whole or in part, in Corporation stock or property. For such purpose, it may authorize the issuance of shares of the capital stock of the Corporation as fully paid up or, with the consent of the beneficiaries of such dividend, as partially paid up.

When two or more persons are registered as joint holders of one share, each of them may give a valid receipt for any dividend payable or paid on such share.

FISCAL YEAR

48. Fiscal Year. The fiscal year of the Corporation shall be determined by the Board of Directors.

CORPORATION REPRESENTATION FOR CERTAIN PURPOSES

49. Declaration. The President and Chief Executive Officer, the Chair of the Board of Directors, any Vice-President or the Corporate Secretary and each of them or, any other person named by them, shall be authorized and eligible to make answer for the Corporation to all writs, orders or interrogatories upon articulated facts issued by any court and to declare for and on behalf of the Corporation any answer to writs of attachment by way of garnishment in which the Corporation is garnishee and to make all affidavits and sworn declarations in connection therewith or any and all judicial proceedings to which the Corporation is a party and to make demands for assignment of property or petition for winding-up or receivership orders upon any debtor of the Corporation and to attend and vote at all meetings of creditors of the Corporation's debtors and grant proxies in connection therewith.

50. Representation at Meetings. The President and Chief Executive Officer, the Chair of the Board of Directors, any Vice-President and the Corporate Secretary, and each of them, or any other person named by them, shall represent the Corporation and attend and vote at any and all meetings of

shareholders or members of any firm, corporation, legal person, or syndicate in which the Corporation holds shares or is otherwise interested, and any measure taken or vote cast by them shall be deemed to be the act or vote of the Corporation.

51. Signature of Documents. Contracts, documents, written acts, including releases and discharges, requiring the signature of the Corporation may be validly signed by any director or any officer of the Corporation as well as by any person authorized to sign for and on behalf of the Corporation pursuant to a resolution of the Board of Directors or any policy adopted by the Corporation from time to time that addresses the execution of documents.

52. Declarations in the Register. Any director who ceased to hold such office as a result of his/her resignation, removal or for any other reason shall be authorized to sign on behalf of the Corporation and file with the enterprise registrar an amending declaration under the *Act respecting the legal publicity of enterprises* (Quebec) to remove his/her name from the information appearing under the Corporation's filing on the enterprise register, unless he/she receives evidence that the Corporation has filed such declaration.

MISCELLANEOUS PROVISIONS

53. Repeal. On the effective date of this General By-Laws, the by-laws then in existence shall be repealed. This repeal shall not affect any past application of the former general by-laws, nor the validity of steps taken, resolutions adopted, rights granted or general by-laws made prior to the said repeal. Any contract entered into or commitment made under the former general by-laws shall also remain valid.

Exhibit 1.3

THERATECHNOLOGIES INC.
(the "Corporation")

BY-LAW NO. 4
ADVANCE NOTICE BY-LAW

Introduction

The Corporation is committed to (i) facilitating an orderly and efficient process for holding annual general meetings and, when the need arises, special meetings of its shareholders; (ii) ensuring that all shareholders receive adequate advance notice of the director nominations and sufficient information regarding all director nominees; and (iii) allowing shareholders to register an informed vote for directors of the Corporation after having been afforded reasonable time for appropriate deliberation.

Objectives

The purpose of this advance notice by-law (the "**By-Law**") is to provide shareholders, directors and management of the Corporation with a clear framework for nominating directors of the Corporation. This By-Law fixes a deadline by which director nominations must be submitted by a shareholder to the Corporation prior to any annual or special meeting of shareholders, and sets forth the information that a shareholder must include in the notice to the Corporation for the notice to be in proper written form in order for any director nominee to be eligible for election at any annual or special meeting of shareholders.

It is the position of the Corporation that this By-Law is in the best interest of the Corporation, its shareholders and other stakeholders. This By-Law may be subject to annual review at the discretion of the board of directors of the Corporation (the "**Board**"), and will reflect changes as required by Applicable Securities Laws (as defined below) or stock exchanges policies, or so as to meet industry standards.

Interpretation

In this By-Law, unless the context otherwise requires:

"Act" means the Business Corporations Act (Québec), including the regulations under the Act, as amended form time to time;

"Applicable Securities Laws" means the applicable securities legislation of each relevant province and territory of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such legislation and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commission and similar regulatory authority of each province and territory of Canada;

"Business Day" means any day excluding Saturday and Sunday or any other day which in Montréal, Québec, is a legal holiday; and

"public announcement" means disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Corporation under its profile on the System of Electronic Document Analysis and Retrieval at www.sedar.com.

Nomination of Directors

1. Nomination Procedures. Subject only to the Act and the articles of the Corporation, only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation. Nominations of persons for election to the Board may be made at any annual meeting of shareholders, or at any special meeting of shareholders, if one of the purposes for which the special meeting was called is the election of directors. Such nominations may be made:

   a. by or at the direction of the Board, including pursuant to a notice of meeting;

   b. by or at the direction or request of one or more shareholders pursuant to a proposal or a requisition made in accordance with the provisions of the Act; or

   c. by any person (a "**Nominating Shareholder**"): (A) who, at the close of business on the date of the giving of the notice provided for below in this By-Law and on the record date for notice of such meeting, is entered in the securities register as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting; and (B) who complies with the notice procedures set forth below in this By-Law.

2. Timely Notice. In addition to any other applicable requirements, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given timely notice thereof in proper written form to the Corporate Secretary of the Corporation at the head office of the Corporation.

3. Timeliness. To be timely, a Nominating Shareholder's notice to the Corporate Secretary of the Corporation must be made:

   a. in the case of an annual meeting of shareholders, not less than thirty (30) days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is to be held on a date that is less than fifty (50) days after the date (the "**Notice Date**") on which the first public announcement of the date of the meeting was made, notice by the Nominating Shareholder may be made not later than the close of business on the tenth (10th) day following the Notice Date; and

   b. in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the fifteenth (15th) day following the date on which the first public announcement of the date of the meeting was made.

4. Proper Form of Timely Notice. To be in proper written form, a Nominating Shareholder's notice to the Corporate Secretary of the Corporation must set forth:

   a. as to each person (a "**Proposed Nominee**") whom the Nominating Shareholder proposes to nominate for election as a director: (A) the name, age, business address and residential address of the Proposed Nominee; (B) the principal occupation or employment of the Proposed Nominee; (C) the class or series and number of shares in the capital of the Corporation which are controlled or which are owned beneficially or of record by the Proposed Nominee as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice; and (D) any other information relating to the Proposed Nominee that would be required to be disclosed in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws; and

   b. as to the Nominating Shareholder giving the notice: (A) the name and address of the Nominating Shareholder and (B) any proxy, contract, arrangement, understanding or relationship pursuant to which such Nominating Shareholder has a right to vote any shares of the Corporation and any other information relating to such Nominating Shareholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws.

   The Corporation may require any Proposed Nominee to furnish such other information, including a written consent to act, as may reasonably be required by the Corporation to determine the eligibility of such Proposed Nominee to serve as an independent director of the Corporation or that could be material to a reasonable shareholder's understanding of the independence, or lack thereof, of such Proposed Nominee.

5. Eligibility. No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the provisions of this By-Law; provided, however, that nothing in this By-Law shall be deemed to preclude discussion by a shareholder (as distinct from the nomination of directors) at a meeting of shareholders of any matter in respect of which it would have been entitled to submit a proposal pursuant to the provisions of the Act. The Chair of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the foregoing provisions and, if any proposed nomination is not in compliance with such foregoing provisions, to declare that such defective nomination shall be disregarded.

6. Delivery of Notice. Notwithstanding any other provision of this By-Law, notice given to the Corporate Secretary of the Corporation pursuant to this By-Law may only be given by personal delivery, facsimile transmission or by email (at such email address as stipulated from time to time by the Corporate Secretary of the Corporation for purposes of this notice), and shall be deemed to have been given and made only at the time it is served by personal

delivery, email (at the aforesaid address) or sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received) to the Corporate Secretary at the address of the head office of the Corporation; provided that if such delivery, transmission or electronic communication is made on a day which is a not a Business Day or later than 5:00 p.m. (Eastern time) on a day which is a Business Day, then such delivery, transmission or electronic communication shall be deemed to have been made on the subsequent day that is a Business Day.

7. Board Discretion. Notwithstanding the foregoing, the Board may, in its sole discretion, waive any requirement of this By-Law.

Exhibit 2.2

SHARE OPTION PLAN

EFFECTIVE DATE : MAY 9, 2023

1. PURPOSE OF THE PLAN

The Share Option Plan (the "**Plan**") is intended to attract, retain and motivate individuals to the success of Theratechnologies Inc., on a consolidated basis (the "**Corporation**"), to align those individuals' interests with those of the Corporation's shareholders and to allow these individuals to participate in the increased value of the Corporation's common shares (the "**Common Shares**").

2. CATEGORY AND NUMBER OF SHARES RESERVED UNDER THE PLAN

The Common Shares are the shares of the share capital of the Corporation that are reserved for issuance under the Plan.

The maximum number of Common Shares that may be issued under this Plan, together with any other security-based compensation arrangements of the Corporation, as defined in the Toronto Stock Exchange Company Manual, (the "**Security-Based Compensation Arrangements**"), shall not exceed 17% of the issued and outstanding Common Shares, as calculated on the date of grant (the "**Grant Date**") of each option.

Upon the exercise of options or the expiry, cancellation or forfeiture, in whole or in part, of unexercised options, the Common Shares underlying such exercised, expired, cancelled or forfeited options shall be available for future option grants under the Plan.

3. ADMINISTRATION

The Board of Directors of the Corporation (the "**Board**") administers the Plan, provided that, the Board may from time to time solicit and/or accept recommendations regarding the Plan from the Compensation Committee of the Board. Subject to the terms of the Plan, the Board shall have full power and authority to (i) designate the persons who are to receive options under the Plan, (ii) determine the number of options granted, (iii) establish the exercise price of such options, (iv) determine the term of the options, and (v) establish any other condition relative to such options. The Board shall have the right to vary the terms upon which options are granted to particular optionees, provided such different terms do not increase the benefits accruing to such optionees hereunder. Any decision made by the Board regarding the Plan shall be final and conclusive. The day-to-day administration of the Plan may be delegated to such officers and employees of the Corporation or of any subsidiary of the Corporation as the Board in its sole discretion shall determine.

4. TERMS AND CONDITIONS

4.1 Persons Eligible to Receive Options. The persons eligible to receive options under the Plan are directors, senior executives and key employees of the Corporation and those of its subsidiaries, as well as consultants who work on behalf of the Corporation.

4.2 Number of Options. Each option will entitle the optionee to purchase one Common Share. The total number of options granted to an optionee is determined by the Board, at its sole discretion, except for the following:

4.2.1 the total number of Common Shares set aside for the exercise of options under the Plan for any one individual shall not represent, in any circumstances, more than 5% of the Corporation's issued and outstanding Common Shares;

4.2.2 the total number of Common Shares that may be issued to insiders, as defined in the *Securities Act* (Ontario) (the "**Insiders**"), at any time, under the Plan together with all other Security-Based Compensation Arrangements, cannot exceed 17% of the issued and outstanding Common Shares ("**Shares Outstanding**");

4.2.3 the total number of Common Shares issued to Insiders, within any one-year period, under the Plan together with all other Security-Based Compensation Arrangements, cannot exceed 17% of the Shares Outstanding; and

4.2.4 the total number of Common Shares set aside for the exercise of options under the Plan to each non-employee director, within any one-year period, cannot exceed a value of $100,000, calculated on the Grant Date, and an aggregate value of $150,000 under all Security-Based Compensation Arrangements, including the Plan.

4.3 Exercise Price. The price at which Common Shares may be purchased under the Plan is determined by the Board on the relevant Grant Date; provided however, that such price may not be less than the market price of the Common Shares (the "**Exercise Price**). For the purpose hereof, "market price" shall mean:

4.3.1 for options granted to Canadian and non-US resident optionees, the closing price of the Common Shares on the Toronto Stock Exchange ("**TSX**") on the last trading day immediately preceding the relevant Grant Date;

4.3.2 for options granted to U.S. resident optionees, the closing price of the Common Shares on the U.S. NASDAQ stock market ("**NASDAQ**") on the last trading day immediately preceding the relevant Grant Date;

4.3.3 if there was no closing price for the Common Shares on the TSX or NASDAQ, then the market price shall be the closing price of the Common Shares on the stock exchange on which there was a closing price on the last trading day immediately preceding the relevant Grant Date, applying the exchange rate published by Bloomberg on the last trading day preceding the relevant Grant Date;

4.3.4 if there is no closing price on the TSX and NASDAQ, on the last trading day immediately preceding the relevant Grant Date, then the market price shall (i) for Canadian and non-US resident optionees, be the last closing price of the Common Shares on the TSX (or if earlier, the NASDAQ, applying the applicable exchange rate as set forth above) prior to the Grant Date, and (ii) for US resident optionees, the last closing price of the Common Shares on the NASDAQ (or if earlier, the TSX, applying the applicable exchange rate as set forth above) prior to the Grant Date; and

4.3.5 If the Common Shares are not publicly traded as of the relevant Grant Date, the fair market value of one Common Share, as determined by the Board, in its sole discretion, by applying principles of valuation with respect thereto (and with respect to US residents, in accordance with Section 409A of the US Internal Revenue Code).

4.4 Conditions. The Board may subject the exercise of the options to certain conditions which it will determine, at its sole discretion.

4.5 Option Period. The optionee may exercise an option at any time starting on the date it becomes vested until the tenth anniversary of the Grant Date or during any other shorter period determined at the discretion of the Board on the Grant Date (the "**Option Period**"). All unexercised options expire, and have no effect, after the end of the Option Period (the "**Expiry Date**"), except in the circumstances where the end of the Option Period falls during, or within ten business days after the end of, a "blackout" or similar period imposed under applicable laws or under any insider trading policy or similar policy of the Corporation (the "**Blackout Period**") (but not, for greater certainty, a restrictive period resulting from the Corporation or its Insiders being the subject of a cease trade order of a securities regulatory authority). Where the end of the Option Period falls during, or within ten business days after the end of a Blackout Period, the Option Period shall automatically be extended to end on the tenth (10th) business day after the end of such Blackout Period.

4.6 Vesting. Unless otherwise determined by the Board at its sole discretion, all options granted to an optionee under this Plan will vest as to 1/3 on each of the first, second and third anniversaries of their Grant Date, subject to the provisions of Sections 4.9 to 4.12.

4.7 Methods of Payment. The optionee may, during the Option Period, elect to exercise any or all of the options then granted and not previously exercised by delivering to the Corporation payment in full of the Exercise Price (in the applicable currency) accompanied by a completed purchase form, substantially in the form provided in Schedule A hereto (the "**Purchase Form**"). Payment of the Exercise Price may be made by cash, cheque, certified cheque, cheque from a recognized brokerage firm, bank draft or money order payable to the Corporation, or any other method of payment approved by the Board.

4.8 Cashless Exercise. Pursuant to the Purchase Form and subject to the approval of the Board, an optionee may choose to undertake a "cashless exercise" with the assistance of a broker in order to facilitate the exercise of such optionee's Options. The "cashless exercise" procedure may include a sale of such number of Common Shares as is necessary to raise an amount equal to the aggregate Exercise Price for all Options being exercised by that optionee. Pursuant to the Purchase Form, the optionee may authorize the broker to sell Common Shares on the open market by means of a short sale and forward the proceeds of such short sale to the Corporation to satisfy the Exercise Price, promptly following which the Corporation shall issue the Common Shares underlying the number of Options as provided for in the Purchase Form. A short sale of Common Shares effected for the purpose of the foregoing cashless exercise feature shall be permissible as an exception to applicable restrictions regarding short sales contained in the Corporation's insider trading policy or similar policies.

4.9 Termination of an Optionee's Employment. If the optionee (other than a non-employee director) ceases to be an employee or consultant, as the case may be, other than for Cause (as defined below) or for death prior to the Expiry Date (a "**Termination of Employment**"), the optionee may exercise any or all of the unexercised vested options as at the Date of the Termination of Employment (as defined below) at any time until the earlier of (i) twelve (12) months following the Date of the Termination of Employment, and (ii) the Expiry Date.

For the purposes of the Plan, the transfer of an optionee to another position within the Corporation or a subsidiary thereof, or from the position of employee of the Corporation to a consultant of the Corporation shall not be considered a Termination of Employment.

For the purposes of the Plan, the "**Date of the Termination of Employment**" shall mean the date on which an optionee ceases to be an employee or consultant eligible to participate in the Plan as a result of a termination of employment or engagement with the Corporation or one of its subsidiaries for any reason, whether lawful or unlawful, including death, retirement, disability, resignation, or termination with or without Cause. For the purposes of the Plan, an optionee's employment with the Corporation or one of its subsidiaries shall be considered to have terminated effective on the last day of the optionee's actual and active employment with the Corporation or one of its subsidiaries, whether such day is selected by agreement with the individual, or unilaterally by the optionee or the Corporation or one of its subsidiaries, and whether with or without advance notice. Without limiting the generality of the foregoing and subject to applicable law, no period of non-working notice or payment in lieu of such notice that follows the optionee's last day of actual and active employment shall be deemed to extend the optionee's period of employment for the purpose of determining his or her rights or entitlements under the Plan.

For the purposes of the Plan, "**Cause**" shall include, among other things, "serious reason" (as defined in the *Civil Code of Québec*), dishonest acts such as gross misconduct, theft, fraud, embezzlement, misappropriation, breach of confidentiality, breach of loyalty or breach of duty of loyalty or placement in conflict of interest, or breach of the Corporation's Code of Ethics or policies regarding insider trading and tipping, and any other reason determined by the Corporation to be cause for termination in accordance with applicable law.

4.10 Non-Employee Director Ceasing to Act as Director. If a non-employee director ceases to be a director of the Corporation, other than for Cause or death prior to the Expiry Date, such non-employee director may exercise any or all unexercised options which are vested on the date he/she ceased to act as a director of the Corporation at any time until the earlier of (i) twelve (12) months following the date such director ceased to hold office, and (ii) the Expiry Date.

4.11 Rights in the Event of an Optionee's Cessation for Cause. In the event an optionee ceases to be a director, employee or consultant, as the case may be, for Cause, unless otherwise determined by the Board, at its sole discretion, all unexercised options, whether vested or unvested, shall be forfeited, cancelled and terminated as of the Date of the Termination of Employment or, in the case of a director, the date he or she ceases to hold office. In addition, an optionee discharged for Cause will forfeit any compensation, gain or other value realized on the vesting, exercise or settlement of options since the date of first occurrence of the event(s), action(s) or fact(s) that gave rise to the termination for Cause or the sale or other transfer of Common Shares acquired in respect of such options, and must promptly repay such amounts to the Corporation.

4.12 Rights in the Event of an Optionee's Death. In the event an optionee ceases to be a director, employee or consultant, as the case may be, as a result of death, such optionee's legal personal representative(s) may exercise any or all unexercised options which are vested on the date of the optionee's death at any time until the earlier of (i) twelve (12) months following the optionee's death, and (ii) the Expiry Date.

4.13 No Employment Guaranty. Nothing in the Plan shall confer upon the optionee the continued right to be employed by the Corporation or its subsidiaries or the right to provide services to the Corporation or interfere in any way with the right of the Corporation or its subsidiaries to terminate an optionee's employment or agreement at any time and for any reason.

4.14 No Shareholder Rights. An optionee shall have no rights as a shareholder with respect to the Common Shares underlying such optionee's options until the date such Common Shares are issued to the optionee as fully paid-up Common Shares following the exercise by the optionee of such options.

4.15 Transfer and Assignment. The optionee's rights with respect to the options granted under the Plan may not be assigned or transferred by the optionee or be subject to any form of alienation, sale, pledge, hypothec or other encumbrance. The foregoing prohibition does not prevent an optionee to transfer his/her rights to such optionee's legal personal representative(s) by will or by law or if a court order is issued ordering the transfer of such rights to a third party.

Vested options are exercisable only by the optionee or, upon such optionee's death or incapacity, the legal representative of the optionee's estate or having authority to deal with the property of the optionee, as applicable. The obligations of each optionee shall be binding on his/her heirs and executors. Moreover, with the Corporation's prior written approval and subject to such conditions as the Corporation may stipulate, options may also be exercised by an optionee's retirement savings trust or any registered retirement savings plans or registered retirement income funds of which the optionee is and remains the annuitant. In all circumstances, no exercise shall be allowed until the Corporation receives satisfactory evidence of entitlement to exercise any option, and a person exercising an option may purchase Common Shares only in the person's own name or in the person's capacity as legal representative.

4.16 Compliance with Applicable Securities and Other Laws. Options may be exercised only to the extent that the Corporation has obtained the necessary approvals under applicable securities and other laws governing the issue and sale by the Corporation of its Common Shares to optionees.

4.17 Tax Withholding. The Corporation shall have the right and power to require an optionee to remit in cash to the Corporation promptly upon notification of the amount due, an amount to satisfy the minimum federal, state or local or foreign taxes or other obligations required by law to be withheld with respect thereto with respect to any option under this Plan. No Common Shares shall be issued upon an exercise of an option unless and until arrangements satisfactory to the Board shall have been made to satisfy the statutory minimum withholding tax obligations applicable with respect to such exercise. The Corporation may defer issuance or delivery of Common Shares until such requirements are satisfied.

5. ADJUSTMENTS

Subject to any regulatory approval or notification required by applicable law or stock exchange guidelines, upon the happening of any of the following events, an optionee's rights with respect to an option granted under the Plan shall be adjusted as hereinafter provided:

5.1 Subdivision, Redivision or Change into a Greater Number. In the event of any subdivision, redivision or change of the Common Shares into a greater number of shares at any time, or in the case of the issue of shares of the Corporation to the holders of its outstanding Common Shares by way of a share dividend or share dividends, the number of Common Shares deliverable by the Corporation upon the exercise of an option shall be increased proportionately, and appropriate adjustments shall be made in the purchase price per share to reflect such subdivision, redivision or change.

5.2 Consolidation or Change into a Lesser Number. In the event of any consolidation or change of the Common Shares into a lesser number of shares at any time, the number of Common Shares deliverable by the Corporation upon the exercise of an option shall be decreased proportionately, and appropriate adjustments shall be made in the purchase price per share to reflect such consolidation or change.

5.3 Reclassification. In the event of any reclassification of the Common Shares, an optionee shall accept, at the time of the exercise of options, in lieu of the number of Common Shares in respect of which the options are being exercised, the number of shares of the Corporation of the appropriate class or classes as the optionee would have been entitled as a result of such reclassification had the options been exercised before such reclassification.

5.4 Amalgamation, Acquisition by an Entity, Sale of Assets. Subject to Subsection 5.5, if the Corporation is to be amalgamated with or acquired by another entity in a merger, arrangement, sale of all or substantially all of its assets or other similar transaction (an "**Acquisition**"), the Board shall, as to outstanding options, either: (i) make appropriate provisions for the continuation of such options by substituting on an equitable basis for the shares then subject to such options the consideration payable with respect to the outstanding Common Shares in conjunction with the Acquisition; or (ii) upon written notice to the optionees, provide that all options must be exercised, to the extent they are then exercisable, within a specified number of days of the date of such notice, at the end of which period the options shall terminate; or (iii) terminate all options in exchange for a cash payment equal to the excess of the fair market value of the shares subject to such options (to the extent they are then exercisable) over the Exercise Price thereof.

5.5 Offer to Purchase. Notwithstanding Subsection 5.4 hereof, if an offer to purchase all of the outstanding Common Shares is made, all options which are not vested shall, from the date of the offer, be exercisable notwithstanding any provision to the contrary at the time of the grant.

5.6 Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Corporation, all options will terminate immediately prior to the consummation of such proposed action or at such other time and subject to such other conditions as shall be determined by the Board.

5.7 No Adjustments. Except as expressly provided herein, no issue by the Corporation of shares of any class, or securities convertible into shares of any class, shall affect the number or Exercise Price of the Common Shares underlying the options and no modification shall be made with respect to the number or Exercise Price of the Common Shares underlying the options under the Plan. No adjustments shall be made for dividends paid in cash or in property other than securities of the Corporation or its subsidiaries.

5.8 No Fraction. No fractional shares shall be issued under the Plan and the optionee shall receive from the Corporation cash in lieu of such fractional shares.

5.9 Appropriate Adjustments. Upon the occurrence of any of the foregoing events described in Subsections 5.1, 5.2, 5.3 and 5.4 above, the class and aggregate number of shares set forth in Section 2 underlying the options which previously have been or subsequently may be granted under the Plan shall also be appropriately adjusted to reflect the events described in such subsections. The Board or the successor Board shall determine the specific adjustments to be made under this Section 5 and its determination shall be conclusive.

6. AMENDMENT AND TERMINATION

6.1 Subject to Section 6.3, the Board may amend, suspend or terminate the Plan, or any outstanding option, or any portion of the Plan or of an option, at any time, and may do so without shareholder approval, subject to those provisions of applicable law, if any, that require the approval of shareholders or any governmental or regulatory body. Without limiting the generality of the foregoing, the Board may make the following types of amendments to the Plan and options without seeking shareholder approval:

a) amendments of a “housekeeping” or ministerial nature including, without limiting the generality of the foregoing, any amendment for the purpose of curing any ambiguity, error or omission in the Plan or to correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan;

b) amendments necessary to comply with the provisions of applicable law (including, without limitation, the rules, regulations and policies of the TSX and/or NASDAQ);

c) amendments necessary in order for options to qualify for favourable treatment under applicable taxation laws;

d) amendments respecting administration of the Plan;

e) any amendment to the vesting provisions of the Plan or any option, it being understood that in the event of the amendment to the vesting provisions of an option, the Board shall not be under any obligation to amend the vesting provisions of any other option;

f) any amendment which reduces the Exercise Price of an option held by an optionee who is not an Insider of the Corporation;

g) any amendment to the early termination provisions of the Plan or any option, whether or not such option is held by an Insider, provided such amendment does not entail an extension beyond the original expiry date;

h) the addition or modification of a cashless exercise feature, payable in cash or Common Shares;

i) amendments necessary to suspend or terminate the Plan; and

j) any other amendment, whether fundamental or otherwise, not requiring shareholder approval under applicable law or the Plan.

6.2 Notwithstanding anything contained to the contrary in this Plan or in any resolution of the Board implementing the Plan or granting options under the Plan:

6.2.1 in the event there occurs a transaction contemplated under Subsection 5.4 or 5.6 of the Plan, the Board shall have the right, upon written notice to each optionee, to determine, in the Board's sole discretion, that all options held by such optionees may be exercised within a specified number of days of the date of such notice, and that upon the expiry of such period, all rights of optionees to options under this Plan or to exercise same (to the extent not theretofore exercised) shall terminate and that all such options shall cease to have further force or effect whatsoever; and

6.2.2 the Board may, by resolution, but subject to applicable regulatory requirements, decide that any of the provisions hereof concerning the effect of termination of an optionee's employment for any reason, including death, shall not apply for any reason acceptable to the Board.

Except as expressly set forth herein, no action of the Board or shareholders shall alter or impair the rights of an optionee without the consent of the affected optionee, under any option previously granted to such optionee.

6.3 Approval by a majority of the voting shareholders present at a duly called shareholder meeting is required for the following amendments:

a) any increase to the maximum number of Common Shares that may be issued under the Plan, including an increase to a fixed maximum percentage of Common Shares or a change from a fixed maximum percentage of Common Shares to a fixed maximum number;

b) the reduction of the Exercise Price of options for Insiders;

c) the cancellation and reissue of options to the same individual;

d) the extension of the Option Period of options;

e) any transfer and assignment of options other than pursuant to Subsection 4.15;

f) the removal or increase of limits to the number of options that may be granted to Insiders;

g) the removal or increase of limits to the number of options that may be granted to non-employee directors; and

h) any amendment to this Section 6.

6.4 No amendment of the Plan or options may contravene the requirements of any competent regulatory authority to which the Plan or the Corporation is now or may hereafter be subject to.

6.5 With regard to shareholder approval as required pursuant to Subsections 6.3b), c) and f), votes attached to shares held directly or indirectly by Insiders benefiting directly or indirectly from the amendment may never be included.

6.6 With regard to shareholder approval as required pursuant to Subsections 6.3a) and h), where the amendment will disproportionately benefit one or more Insiders over other optionees, the votes attached to shares held directly or indirectly by those Insiders receiving the disproportionate benefit may never be included.

6.7 The shareholders' approval of an amendment may be given by way of confirmation at the next meeting of shareholders after the amendment is made, provided that no Common Shares are issued pursuant to the amended terms.

7. CLAWBACK

Notwithstanding anything to the contrary contained herein, the Board may cancel an option if the optionee, without the consent of the Corporation, (A) has engaged in or engages in any activity that is in conflict with or adverse to the interests of the Corporation or any subsidiary while employed by or providing services to the Corporation or any subsidiary, including fraud or conduct contributing to any financial restatements or irregularities, or (B) violates a non-competition, non-solicitation, non-disparagement or non-disclosure covenant or agreement with the Corporation or any subsidiary, as determined by the Board, or if the optionee's employment, service or office is terminated for Cause as indicated herein. The Board may also provide that in any such event the optionee will forfeit any compensation, gain or other value realized thereafter on the vesting, exercise or settlement of such option or the sale or other transfer of Common Shares acquired in respect of such option and must promptly repay such amounts to the Corporation. In addition, the Corporation and its subsidiaries shall retain the right to bring an action at equity or law to enjoin the optionee's activity and recover damages resulting from such activity. Further, to the extent required by applicable law and/or the rules and regulations of the Exchange or any other securities exchange or inter-dealer quotation service on which the Common Shares are listed or quoted, or if so required pursuant to a written policy adopted by the Corporation, options shall be subject (including on a retroactive basis) to clawback, forfeiture or similar requirements (and such requirements shall be deemed incorporated by reference into all outstanding letters or agreements granting options). Each optionee, by accepting or being deemed to have accepted an option under the Plan, agrees to cooperate fully with the Board and the Corporation, and to cause any and all permitted transferees of the optionee to cooperate fully with the Board and the Corporation, to effectuate any forfeiture or disgorgement required under this Plan. Neither the Board nor the Corporation nor any other person, other than the optionee and his or her permitted transferees, if any, will be responsible for any adverse tax or other consequences to an optionee or his or her permitted transferees, if any, that may arise in connection with the provisions of this Section 7.

8. GOVERNING LAW

The Plan and the options granted under the Plan shall be construed in accordance with and be governed by the laws of the Province of Quebec.

9. EFFECTIVE DATE AND TRANSITIONAL MEASURES

The Plan came in effect on December 6, 1993. It was approved by the Board on December 6, 1993, by the regulatory authorities on December 8, 1993 and by the shareholders on March 29, 1995. It was amended by the Board on fourteen occasions, being July 18, 1994, February 20, 1995, September 26, 1996, July 27, 1998, December 15, 1998, February 16, 1999, March 15, 2001, March 14, 2003, February 8, 2007, April 15, 2016, April 11, 2017, June 12, 2020, March 3, 2022, and March 28, 2023. These changes were approved by the shareholders on nine occasions, being March 26, 1997, April 22, 1999, May 10, 2001, May 7, 2003, March 29, 2007, May 17, 2016, May 16, 2017, July 16, 2020 and May 10, 2022. The effective date of this Plan shall be the date on which it is approved by the shareholders. All options granted beginning on May 10, 2022, shall be governed by the terms and conditions of this version of the Plan. All options granted prior to May 10, 2022, shall be governed by the terms and conditions of the version of the Plan approved by Board on June 12, 2020.

THERATECHNOLOGIES INC.
SHARE OPTION PLAN – PURCHASE FORM

SECTION A – PURCHASE REQUEST – TO BE COMPLETED BY OPTIONEE

Name: _____

Mailing Address: _____

Office telephone: _____

Current Position in Corporation: _____

Date of Grant	Number of Options Granted	Number of Options Exercised Hereby*	Exercise Price	Purchase Price

Total Purchase Price: _____

Method of Payment: _____

Cashless Exercise (check if applicable) : ☐

I hereby elect to exercise the number of options to purchase Common Shares of Theratechnologies Inc. as indicated above.

Signature: _____ Date: _____

SECTION B – VERIFICATION – TO BE COMPLETED BY THE CORPORATION

I hereby certify that the above individual is eligible to exercise the number of options as indicated above and acknowledge receipt of payment therefore.

Signature: _____ Date: _____

INFORMATION FOR TAX PURPOSES
Market value of Common Shares on exercise date: _____

SECTION C – RECEIPT OF COMMON SHARES

I acknowledge receipt of certificate numbers: _____

Signature: _____ Date: _____

PLEASE RETAIN FOR TAX PURPOSES

Exhibit 2.3

DESCRIPTION OF SECURITIES REGISTERED UNDER SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934 ("Exchange Act")

As of the date of the Annual Report on Form 20-F of which this Exhibit 2.3 is a part, Theratechnologies Inc. ("Company", "Corporation", "we" or "us") had the following securities registered pursuant to Section 12(b) of the Exchange Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Shares	THTX	NASDAQ Capital Market

Common Shares:

*The following description of our common shares ("Common Shares") is a summary and does not purport to be complete. It is subject to and qualified in its entirety by reference to our articles of amendment ("**Articles**"), which are filed as Exhibit 1.1 to the Annual Report on Form 20-F of which this Exhibit 2.3 is a part.*

As of November 30, 2023, there were 45,980,019 issued and outstanding Common Shares and we are authorized to issue an unlimited number of Common Shares, without par value.

The transfer agents and registrars for our Common Shares are Computershare Trust Company of Canada at its principal offices in Montreal, Québec, and Toronto, Ontario, and Computershare Trust Company, N.A. at its principal office in Canton, Massachusetts.

Rights, Preferences, and Restrictions

Subject to the priority rights of holders of preferred shares, holders of Common Shares are entitled to any dividend declared by the Board of Directors of the Corporation, to one vote per share at meetings of our shareholders and, in the event of our liquidation or dissolution, to participate in the distribution of the assets.

The Common Shares issued represent the total voting rights pertaining to our securities.

Our shareholders are not liable to capital calls by the Corporation and there exists no provision discriminating against any existing or prospective holder of our Common Shares as a result of a shareholder owning a substantial number of our Common Shares.

Changes to Rights Attached to Our Common Shares

In order to change the rights attached to our Common Shares the vote of at least 66 2/3% of the holders of Common Shares must be cast at a shareholders meeting called for amending the rights attached to our Common Shares.

Pre-emptive Rights

Our Common Shares do not contain any pre-emptive purchase rights to any of our securities.

Limitations on Rights to Own Securities

Neither Canadian law nor our Articles or By-laws limit the right of a non-resident to hold or vote our Common Shares, other than as provided in the Investment Canada Act ("Investment Act").

The Investment Act requires any person that is a "non-Canadian" (as defined in the Investment Act) who acquires "control" (as defined in the Investment Act) of an existing Canadian business to file either a pre-closing application for review or a post-closing notification with Innovation, Science and Economic Development Canada.

As of the date hereof, the threshold for review of a direct acquisition of control of a non-cultural Canadian business by a World Trade Organization member country investor that is not a state-owned enterprise is an enterprise value of assets that exceeds CA$1.326 billion. For "trade agreement investors" that are not state-owned enterprises (as defined in the Investment Act), the threshold for review of a direct acquisition of control of a non-cultural Canadian business is an enterprise value of assets that exceeds CA$1.989 billion. The enterprise value review thresholds for both World Trade Organization member countries and trade agreement investors are indexed to annual GDP growth and are adjusted accordingly each year. For purposes of a publicly traded company, the "enterprise value" of the assets of the Canadian business is equal to the market capitalization of the entity, plus its liabilities (excluding its operating liabilities), minus its cash and cash equivalents.

As such, under the Investment Act, the acquisition of control of us (either through the acquisition of our Common Shares or all or substantially all our assets) by a non-Canadian who is a World Trade Organization member country investor or a trade agreement investor, including a U.S. investor, would be reviewable only if the enterprise value of our assets exceeds the specified threshold for review.

Where the acquisition of control is a reviewable transaction, the Investment Act generally prohibits the implementation of the reviewable transaction unless, after review, the relevant Minister is satisfied or deemed to be satisfied that the acquisition is likely to be of net benefit to Canada.

The acquisition of a majority of the voting interests of an entity is deemed to be acquisition of "control" of that entity. The acquisition of less than a majority but one-third or more of the total number of votes attached to all of the voting shares of a corporation or of an equivalent undivided ownership interest in the total number of votes attached to all of the voting shares of the corporation is presumed to be an acquisition of control of that corporation unless it can be established that, on the acquisition, the corporation is not controlled in fact by the acquiror through the ownership of voting shares. The acquisition of less than one-third of the total number of votes attached to all of the voting shares of a corporation is deemed not to be acquisition of control of that corporation subject to certain discretionary rights relative to investments involving state-owned enterprises. Other than in connection with a "national security" review, discussed below, certain transactions in relation to our Common Shares would be exempt from the Investment Act including:

- the acquisition of our Common Shares by a person in the ordinary course of that person's business as a trader or dealer in securities;
- the acquisition or control of us in connection with the realization of security granted for a loan or other financial assistance and not for any purpose related to the provisions of the Investment Act, if the acquisition is subject to approval under the Bank Act, the Cooperative Credit Associations Act, the Insurance Companies Act or the Trust and Loan Companies Act; and
- the acquisition or control of us by reason of an amalgamation, merger, consolidation or corporate reorganization following which the ultimate direct or indirect control in fact of us, through the ownership of our voting interests, remains unchanged.

Under the national security regime in the Investment Act, review on a discretionary basis may also be undertaken by the federal government in respect of a much broader range of investments by a non-Canadian to "acquire, in whole or in part, or to establish an entity carrying on all or any part of its operations in Canada". The relevant test is whether such an investment by a non-Canadian could be "injurious to national security". The Minister of Innovation, Science and Economic Development has broad discretion to determine whether an investor is a non-Canadian and therefore may be subject to national security review. Review on national security grounds is at the discretion of the federal government and may occur on a pre- or post-closing basis.

Change in Control

Our Articles and By-laws do not contain any provision that would have the effect of delaying, deferring or preventing a change in control of the Corporation. However, the Corporation has a shareholder rights plan ("Rights Plan") in place which could act as a deterrent to acquire the control of the Corporation.

Description of Rights Plan

Purpose of the Rights Plan

The purpose of the Rights Plan is to ensure equal treatment of shareholders and to give adequate time for shareholders to properly assess the merits of a bid without undue pressure, and to allow competing bids to emerge. The Rights Plan is designed to give the Board time to consider alternatives, allowing shareholders to receive full and fair value for their shares.

Under Canadian securities legislation, a takeover bid generally means an offer to acquire voting or equity voting shares of a corporation that, together with shares already owned by the bidder and certain parties related thereto, amount to 20% or more of the outstanding shares of that class.

Under the legislative framework for takeover bids in Canada, shareholders may not be treated equally if an important number of Common Shares is acquired pursuant to a private agreement in which a small group of shareholders or a shareholder dispose of their Common Shares at a premium to market price, which premium is not shared with the other shareholders of the Corporation. In addition, a person may gradually accumulate Common Shares through stock exchange acquisitions which results in an acquisition of control of the Corporation, without payment of fair value for control or a fair sharing of a control premium amongst all shareholders. The Rights Plan addresses these concerns by applying to all acquisitions of 20% or more of the Common Shares of the Corporation, ensuring that shareholders receive equal treatment.

The Rights Plan also addresses the use of "hard" lock-up agreements, whereby shareholders commit to tender their Common Shares to a takeover bid in lock-up agreements which are either irrevocable or revocable but subject to restrictive termination conditions. Such agreements could have the effect of deterring other potential bidders from bringing forward competing bids, particularly where the number of lock-up shares would make it difficult or unlikely for a competing bidder's bid to achieve the 50% minimum tender requirement imposed by the takeover bid rules. The Rights Plan is designed to prevent these lock-up agreements that are not in the best interest of the Corporation and its shareholders and to encourage bidders to structure lock-up agreements so as to provide the locked-up shareholders reasonable flexibility to terminate such agreements to deposit their shares to a higher value bid or support another transaction offering greater value.

The issue of rights ("Rights") will not in any way adversely alter the financial condition of the Corporation and will not change the way in which shareholders trade their Common Shares. However, by permitting holders of Rights other than an "Acquiring Person" (as defined below) to acquire additional Common Shares of the Corporation at a discount to market value, the Rights may cause substantial dilution to a person or group that acquires 20% or more of the outstanding Common Shares other than by way of a "Permitted Bid" (as defined below). A potential bidder can avoid the dilutive features of the Rights Plan by making a bid that conforms to the requirements of a Permitted Bid.

Terms of the Rights Plan

The following is a summary of the principal terms of the Rights Plan and is provided subject to the terms and conditions thereof. A complete copy of the Rights Plan is filed as Exhibit 2.1 to the Annual Report on Form 20-F of which this Exhibit 2.1 is a part.

Issue of Rights

In order to implement the Rights Plan, the Board authorized the Corporation to issue one right in respect of each Common Share outstanding as at the date of the adoption of the Rights Plan. One Right will also continue to be issued and attached to each subsequently issued Common Share for as long as the Rights Plan is in place.

Rights-Exercise Privilege

The Rights will be separate from the Common Shares to which they are attached and will become exercisable at the time ("Separation Time") that is ten (10) business days after the earlier of: (i) the first date of public announcement that an "Acquiring Person" (as defined below) has become such; (ii) the date of commencement of, or first public announcement in respect of, a takeover bid which will permit an offeror to hold 20% or more of the Common Shares, other than by an acquisition pursuant to a takeover bid permitted by the Rights Plan ("Permitted Bid" as defined below); (iii) the date upon which a Permitted Bid ceases to be a Permitted Bid; or (iv) such other date as may be determined in good faith by the Board.

The acquisition permitting a person ("Acquiring Person"), including others acting jointly or in concert with such person, to hold 20% or more of the outstanding Common Shares, other than by way of a Permitted Bid, is referred to as a "Flip-in Event." Any Rights held by an Acquiring Person on or after the earlier of the Separation Time or the first date of a public announcement ("Common Share Acquisition Date") by the Corporation or an Acquiring Person that an Acquiring Person has become such will become null and void upon the occurrence of a Flip-in Event. Ten (10) trading days (or such longer period as may be required to satisfy the requirements of applicable securities laws) after the occurrence of the Common Share Acquisition Date, each Right (other than those held by the Acquiring Person) will permit the holder to purchase for the exercise price that number of Common Shares determined as follows: a value of twice the exercise price divided by the "Market Price" (defined under the Rights Plan as being the average weighted trading price per Common Share for the 20 consecutive trading days through and including the trading day immediately preceding the relevant date) on the Common Share Acquisition Date. The exercise price under the Rights Plan has been set to three (3) times the Market Price.

Upon the occurrence of a Flip-in Event and the separation of the Rights from the Common Shares, reported earnings per share on a fully diluted or non-diluted basis may be affected. Holders of Rights who do not exercise their Rights upon the occurrence of a Flip-in Event may suffer substantial dilution.

Permitted Lock-Up Agreements

A bidder may enter into lock-up agreements with the shareholders of the Corporation whereby such shareholders agree to tender their Common Shares to the takeover bid ("Lock-up Bid") without a Flip-in Event occurring. Any such agreement must be made available to the public and must permit or must have the effect to permit the shareholder to withdraw the Common Shares to tender to another takeover bid or to support another transaction that exceeds the value of the Lock-up Bid.

Certificates and Transferability

Prior to the Separation Time, the Rights will be evidenced by a legend imprinted on certificates for Common Shares issued after the Record Time (or, if issued in book entry form, by the book entry form registration for the associated Common Shares). Rights are also attached to Common Shares outstanding on the Record Time, although share certificates will not bear such a legend. Prior to the Separation Time, Rights will not be transferable separately from the Common Shares. From and after the Separation Time, the Rights will be evidenced by Rights certificates (or separate book entry registration), which will be transferable and traded separately from the Common Shares.

"Permitted Bid" Requirements

A "Permitted Bid" is a takeover bid that does not trigger the exercise of Rights. A "Permitted Bid" is a bid that aims to acquire shares which, together with the other securities beneficially owned by the bidder, represent not less than 20% of the outstanding Common Shares and satisfies the following requirements:

(i) the bid is made by means of a takeover bid circular;

(ii) the bid must be made to all holders of Common Shares;

(iii) the bid must be outstanding for a minimum period of 105 days or such shorter period that a take-over bid must remain open for deposits of securities, in the applicable circumstances, pursuant to Canadian securities laws;

(iv) Common Shares and/or Convertible Securities tendered pursuant to the bid may not be taken up prior to the expiry of the period referred to in paragraph (iii) above and only if at such time more than 50% of the Common Shares and/or Convertible Securities held by the shareholders other than the bidder, its associates and affiliates, and persons acting jointly or in concert with such persons ("Independent Shareholders"), have been tendered pursuant to the bid and not withdrawn;

(v) if more than 50% of the Common Shares and/or Convertible Securities held by Independent Shareholders are tendered to the bid within the 105-day period, the bidder must make a public announcement of that fact and the bid must remain open for deposits of shares for an additional ten (10) business days from the date of such public announcement.

The Rights Plan allows for a competing Permitted Bid ("Competing Permitted Bid") to be made while a Permitted Bid is in existence. A Competing Permitted Bid must satisfy all the requirements of a Permitted Bid except that, as proposed to be amended, it must be outstanding for a minimum number of days as required under Canadian securities laws.

Waiver and Redemptions

The Board acting in good faith may, prior to a Flip-in Event, waive the dilutive effects of the Rights Plan in respect of a particular Flip-in Event that would result from a takeover bid made by way of takeover bid circular to all holders of Common Shares, in which event such waiver would be deemed also to be a waiver in respect of any other Flip-in Event. The Board may also waive the Rights Plan in respect of a particular Flip-in Event that has occurred through inadvertence, provided that the Acquiring Person that inadvertently triggered such Flip-in Event reduces its beneficial holdings to less than 20% of the outstanding Common Shares within 14 days or any other period that may be specified by the Board. At any time prior to the occurrence of a Flip-in Event, the Board may, subject to the prior approval of the holders of Common Shares, elect to redeem all, but not less than all, of the outstanding Rights at a price of $0.0001 per right.

Exemption for Investment Managers

Investment managers (for client accounts), trust companies and pension funds (acting in their capacity as trustees and administrators) acquiring shares permitting them to hold 20% or more of the Common Shares are exempt from triggering a Flip-in Event, provided that they are not making, or are not part of a group making, a takeover bid.

Supplements and Amendments

The Corporation is authorized to make amendments to the Rights Plan to correct any clerical or typographical error or to maintain the validity of the Rights Plan as a result of changes in laws or regulations. Material amendments or supplements to the Rights Plan will require, subject to the regulatory authorities, the prior approval of the shareholders or, after the Separation Time, holders of Rights.

Ownership Disclosure Threshold

There are no provisions in the Corporation's Articles or under applicable corporate law requiring share ownership to be disclosed. Securities legislation in Canada requires that shareholder ownership (as well as ownership of an interest in, or right or obligation associated with, a related financial instrument of a security of the Company) must be disclosed once a person beneficially owns or has control or direction over, directly or indirectly, securities of a reporting issuer carrying more than 10% of the voting rights attached to all the reporting issuer's outstanding voting securities. This threshold is higher than the 5% threshold under United States securities legislation at which shareholders must report their share ownership.

AMENDMENT #2

This **AMENDMENT #2 TO AMENDED AND RESTATED DISTRIBUTION AND MARKETING AGREEMENT** (the "**Amendment**"), effective as of November 5, 2019 (the "**Amendment Effective Date**"), is made by and between **TAIMED BIOLOGICS INC**., a Taiwan corporation with the registered company address at 3F, No. 607, Ruiguang Road, Neihu District, Taipei City 11492, Taiwan, R.O.C. ("**TaiMed**"), and **THERATECHNOLOGIES INC.**, a Canadian corporation organized under the laws of the Province of Quebec having its head office and principal place of business located at 2015 Peel Street, 5th floor, in the City of Montreal, Province of Quebec, Canada H3A 1T8 ("**Theratechnologies**").

WHEREAS, TaiMed and Theratechnologies are parties to an Amended and Restated Distribution and Marketing Agreement dated the 6th day of March, 2017, as amended effective November 6, 2018 (collectively, the "**Agreement**"); and

WHEREAS, TaiMed and Theratechnologies desire to amend the terms and conditions of the Agreement governing, amongst other things, the manufacture and delivery of the Product in the European Territory.

NOW, THEREFORE, in consideration of the mutual covenants set forth below (and for good and valuable consideration the receipt and sufficiency of which both parties hereby acknowledge), TaiMed and Theratechnologies agree (and hereby amend the Agreement) as follows:

1. **Definitions**. All initially capitalized terms used but not defined in this Amendment have the meanings given in the Agreement, except that where explicitly stated, as used in this Amendment, "Sections" will refer to the sections of this Amendment rather than those of the Agreement. As used in this Amendment and the Agreement, the terms "include, Includes," "including" and derivative forms of them shall be deemed followed by the phrase "without limitation".

2. **Amendment to Section 5.2.1**

Section 5.2.1 of the Agreement is hereby deleted in its entirety and replaced with the following new Section 5.2.1:

"**Product**. TaiMed shall be responsible, at its cost and expense, for the Regulatory Activities related to the packaging and Product Labels and Inserts for the Product in the United States until Marketing Approval of the Product in the United States. Theratechnologies shall be responsible, at its cost and expense, for the Regulatory Activities related to the packaging and Product Labels and Inserts for the Product in Canada and in the European Territory. Theratechnologies shall, at its cost and expense, provide the proposed layout for the packaging and Product Labels and Inserts for the Product and its proposed artwork, including its corporate name and any related logos for the United States, Canada and the European Territory. After Marketing Approval of the Product in the United States, Theratechnologies shall be responsible, at its cost and expense, for the Regulatory Activities related to the packaging and Product Labels and Inserts for the Product in

the United States and TaiMed shall be responsible, at its cost and expense, for producing, or having produced, the packaging and Product Labels and Inserts for the Product in the United States in accordance with any instructions communicated by Theratechnologies from time to time. TaiMed shall also be responsible, at its cost and expense, for producing, or having produced, the packaging and Product Labels and Inserts for the Product in Canada in accordance with any instructions communicated by Theratechnologies from time to time. Theratechnologies shall be responsible, at TaiMed's cost and expenses, for producing, or having produced, the packaging and Product Labels and Inserts for the Product in the European Territory. In the event that any changes are to be made to the packaging and/or Product Labels and Inserts for the Product after Marketing Approval of such Product in the United States, or at any time in Canada or in the European Territory, Theratechnologies shall discuss all such changes in good faith with TaiMed and, at Theratechnologies' sole cost and expense, Theratechnologies shall be responsible for ensuring compliance with all applicable Laws and for conducting all Regulatory Activities related thereto with any Governmental Bodies. Theratechnologies shall provide to TaiMed samples of the final packaging and Product Labels and Inserts for the Product after such discussion which shall then replace the prior version of such packaging and Product Labels and Inserts in order for TaiMed to produce, or having produced, at its cost and expense, for the United States and Canada, such final packaging and Product Labels and Inserts within the delay prescribed by the Competent Governmental Body to implement the change or up to the date the inventory of manufactured Product as of that date is sold, without exceeding [redacted] thereafter. Theratechnologies shall be responsible, at TaiMed's cost and expense, to produce, or having produced, such final packaging and Product Labels and Inserts for the European Territory."

3. **Amendment to Section 6.1.2**

Section 6.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following new Section 6.1.2:

"**Quality Requirements**. All Product supplied by TaiMed will be tested, manufactured and released in accordance with all applicable quality standards and cGMP requirements. All Product supplied to Theratechnologies for the North American Territory shall be in the relevant Product packaging and Product Labels and Inserts as provided in Section 5.2 of the Agreement. All Product supplied to Theratechnologies for the European Territory shall be in unmarked vials (brite stock) and Theratechnologies shall, itself or through a Designee, at TaiMed's cost and expense, test, package, label and release the Product using the Product Labels and Inserts referred to in Section 5.2 of the Agreement. Except as provided in this Amendment, TaiMed shall be responsible, at its cost and expense, for all Regulatory Activities related to the manufacturing and supply of the Product."

4. **Amendment to Section 6.2.2**

Paragraph (a) of Section 6.2.2 of the Agreement is hereby deleted in its entirety and replaced with the following new paragraph (a):

"(a) be delivered to Theratechnologies in final, finished form in the relevant product packaging and Product Label and Insert for such Product (including all secondary packaging) for the North American Territory and in unmarked vials (brite stock) for the European Territory,"

5. **Amendment to Section 6.4.5**

Section 6.4.5 of the Agreement is hereby deleted in its entirety and replaced with the following new Section 6.4.5:

"**Delivery**. Delivery of Product by TaiMed shall be [redacted] at Theratechnologies' designated facilities in the North American Territory as provided in the purchase order (which shall also refer to the quantity to be delivered in each Country). Delivery of Product by TaiMed for the European Territory shall be [redacted] at Theratechnologies' designated European airport entry, before custom clearance. Title of product and risk of loss shall be transferred to Theratechnologies [redacted]. TaiMed's Manufacturing Designee will include with each shipment of Product the current material safety data sheet and a certificate of analysis reasonably acceptable to Theratechnologies, which shall, among other things, certify that each such Product meets all applicable specifications upon delivery."

6. **Amendment to Section 6.5**

Section 6.5 of the Agreement is hereby deleted in its entirety and replaced with the following new Section 6.5:

"**Manufacturing Designees**

The use by TaiMed of a Manufacturing Designee in connection with the manufacture and supply of Product to Theratechnologies and its Affiliates and Designees for the North American Territory pursuant to this Article 6 (including Third Parties that manufacture, package, supply, test or release the Product, and second source suppliers of the Product) shall not relieve TaiMed of any of its obligations under this Agreement, and TaiMed shall remain primarily liable and responsible for all acts and omissions of such Manufacturing Designees as if they were acts or omissions of

TaiMed under this Agreement. TaiMed shall ensure that any Manufacturing Designee is bound by valid and enforceable written agreements that are not inconsistent with the applicable terms and conditions set out in this Agreement, including all applicable obligations, covenants and agreements of TaiMed set forth in this Article 6 relating to the manufacture, testing, release, delivery and supply of the Product (regardless whether any such obligation, covenant or agreement set forth herein refers only to TaiMed or also references a Manufacturing Designee). Theratechnologies shall have the right to request a copy of any agreement between TaiMed and a Manufacturing Designee in connection with the manufacture and supply of Product to Theratechnologies, provided that TaiMed may redact therefrom any financial terms or other similar type of information or any confidential information in such agreement. Any such agreement with a Manufacturing Designee shall include the right of Theratechnologies, its Affiliates and their representatives to visit and inspect the facilities of such Manufacturing Designee at which the Product (or parts thereof) are manufactured, packaged, supplied, tested or released on, and subject to, the same terms and conditions applicable to any facility of TaiMed under Section 6.1. The use by Theratechnologies of a Third Party Designee in connection with activities related to the manufacture and supply of Product for the European Territory pursuant to this Article 6 (including Third Parties that package, supply, test or release the Product, and second source suppliers of the Product) shall relieve TaiMed of any of its obligations under this Agreement for the manufacturing and supply activities carried out by such Third Party Designee, except that TaiMed shall be responsible for all costs and expenses of such Third Party Designee retained by Theratechnologies in connection with activities related to the manufacture and supply of Product for the European Territory."

7. **New Section 8.9**

A new Section 8.9 shall be added to the Agreement which new section shall read as follows:

"**Full-Time Employee for European Territory**

In connection with the work to be carried out by Theratechnologies in the European Territory, TaiMed hereby agrees [redacted]. For the purpose of this Agreement, the [redacted] and the [redacted] shall report to Theratechnologies without TaiMed's supervision." The Job Description of [redacted] and the [redacted] shall not include any activities related to sales and marketing.

8. **Assignment**

Notwithstanding the terms of Section 16.2.1 of the Agreement, TaiMed hereby agrees and consents to the assignment by Theratechnologies to its Affiliate, Theratechnologies International Limited, of its rights and obligations contained in the Agreement related to the European Territory only, provided that such assignment shall not relieve Theratechnologies of any of its obligations under

this Agreement related to the European Territory; Theratechnologies hereby agrees and consents to the assignment by TaiMed to its Affiliate, TaiMed Biologics USA, Inc., of its rights and obligations contained in the Agreement related to the United States only; provided that such assignment shall not relieve TaiMed of any of its obligations under this Agreement related to the United States.

9. **Legal Miscellany**

(a) This Amendment shall come into effect on the Amendment Effective Date and shall terminate or expire concurrently with the termination or expiration of the Agreement.

(b) This Amendment amends the Agreement as explicitly stated above, but does not otherwise alter the Agreement or its interpretation. Except as expressly modified and/or amended herein, all of the terms, covenants and conditions contained in the Agreement shall remain unchanged and in full force and effect.

(c) The term "Agreement", as used in the Agreement, and all other instruments and agreements executed thereunder after the Amendment Effective Date shall for all purposes refer to the Agreement as amended by this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate.

THERATECHNOLOGIES INC.

Per: /s/ Luc Tanguay

Per: /s/ Philippe Dubuc

TAIMED BIOLOGICS INC.

Per: /s/ James N. Chang

AMENDMENT
TO
MANUFACTURE AND SUPPLY AGREEMENT

THIS AMENDMENT (the "**Amendment**") is made as of the 7th, day of January, 2020 (the "**Execution Date**")

BETWEEN: **THERATECHNOLOGIES INC.,** a corporation incorporated under the laws of the Province of Québec, having its head office at 2015 Peel St., 11th floor, Montreal, Québec, H3A 1T8;

("**Purchaser**")

AND: **JUBILANT HOLLISTERSTIER GENERAL PARTNERSHIP (**formerly known as DRAXIS PHARMA GENERAL PARTNERSHIP**), by way of its managing partner, Jubilant HollisterStier Inc.**, a partnership constituted under the laws of the Province of Ontario, having its principal office at 16751 Trans-Canada Highway, Kirkland, Québec, H9H 4J4;

("**Supplier**")

WHEREAS Purchaser and Supplier signed a Manufacture and Supply Agreement dated as of December 23, 2009, as amended from time to time (the "**MSA**");

AND WHEREAS the Parties wish to amend the MSA to update the versions of the Product offered thereunder, to reflect discussions held in 2018 and to make certain other modifications;

AND WHEREAS all defined terms not defined in this Amendment shall have the meanings ascribed thereto in the MSA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements in this Agreement, Purchaser and Supplier agree with each other as follows:

1. **Annual Minimum Purchases**. Section 3.2 ("Annual Minimum Purchases") is eliminated and replaced in its entirety by the following:

   "3.2 **Annual Minimum Purchases**.

   (a) **Calendar Year 2019 and 2020**. For each of the Calendar Years 2019 and 2020, Purchaser shall purchase from Supplier a minimum of [redacted] full Batches of the following Product at the prices set forth in Schedule "C" hereto for the Calendar Year 2020:

Product Name	Code
EGRIFTA TESAMORELIN INJ. 2mg/vial 1.4 mg	30000002175

Subject to Section 4.3(a), if Purchaser fails to purchase the Annual Minimum Purchase from Supplier in either applicable Calendar Year, Purchaser shall pay to Supplier within thirty (30) days of the end of such Calendar Year a penalty payment equal [redacted]. The penalty payment shall not be reduced in any way if the Failure to Supply is caused by Purchaser, including, among others, delays in delivery by Purchaser of any Materials to be provided by Purchaser or by Designated Suppliers or services or approval or changes requested by Purchaser to be provided pursuant to this Agreement. However, if the Failure to Supply is caused by Supplier's fault or negligence, the Annual Minimum Purchases and the penalty payment for the current Calendar Year shall be reduced by the number and value of Batches of Product that Supplier failed to supply.

(b) **Materials**. Purchaser shall be responsible for the cost of obsolete or unused Materials reasonably procured by Supplier for the purpose of meeting Purchaser's demand pursuant to the forecasts received by Supplier.

2. **Term of Agreement**. The Term of the Agreement is hereby extended. Section 11.1(a) ("Initial Term") is eliminated and replaced in its entirety by the following:

"11.1 (a) **Initial Term**. This Agreement is effective from the date of its execution and shall continue in effect until December 31st, 2020, unless earlier terminated or extended in accordance with the terms of the Agreement."

3. **2019 Annual Minimum Purchase Obligation**. Supplier hereby acknowledges that Purchaser has met its Annual Minimum Purchase obligation for the 2019 Calendar Year.

4. **Entire Agreement**. Except as amended herein, all of the other terms and conditions set forth in the Agreement shall remain unchanged and in full force and effect. The Agreement and any and all Schedules attached thereto and this Amendment No. 1 form the entire agreement between the Parties with respect the subject matter.

5. **Effective Date of Amendment**. Notwithstanding the Execution Date of this Amendment, Purchaser and Supplier agree that this Amendment shall have been effective as of December 19, 2018.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date written above, by their authorized officers, who by signing confirm their authority and intention to bind the Party they represent.

JUBILANT HOLLISTERSTIER GENERAL PARTNERSHIP,
by way of its managing partner,
JUBILANT HOLLISTERSTIER INC.

Per: /s/ Amit Arora
Amit Arora
President

THERATECHNOLOGIES INC.

Per: /s/ Luc Tanguay

Per: /s/ Marie-Noël Colussi

SCHEDULE "C"
PRICES

[redacted]

FIRST AMENDMENT TO THE AMENDED & RESTATED LICENSE AGREEMENT

MGH Agreement No. 2020-1109

This FIRST AMENDMENT to the AMENDED & RESTATED LICENSE AGREEMENT ("**First Amendment**") is made as of the 15th day of April, 2020 ("**First Amendment Effective Date**") between Theratechnologies, Inc., a Québec company, having a principal place of business at 2015 Peel Street, 11th Floor, Montréal, Québec H3A 1T8 ("**Company**") and The General Hospital Corporation, d/b/a Massachusetts General Hospital, a not-for-profit Massachusetts corporation, having a principal place of business at 55 Fruit St., Boston, MA 02114. ("**Institution**"), each referred to herein individually as a "**Party**" or collectively as the "**Parties**".

RECITALS

Institution and Company entered into a Research Material Transfer Agreement effective on June 4, 2015 and amended on August 2, 2017 ("**MTA**"; MGH Agreement No. 2014D006969) whereby Company supplied its approved proprietary drug, tesamorelin, and placebo, to Institution for use in a human research study funded by the National Institutes of Health, a federal agency of the United States government, and conducted at Institution through and under the direction of Dr. Steven Grinspoon (the "**Principal Investigator**") entitled, "*Tesamorelin effects on liver fat and histology in HIV: A collaborative UO1 grant*" (the "**Study**");

Institution and Company previously entered into a License Agreement effective on June 4, 2015 ("**Original Agreement**"; MGH Agreement No. 2020-0378), whereby Institution licensed all Proprietary Rights (as defined therein) to Company that were developed in the performance of the Study (also as defined therein);

Institution and Company further amended and restated the Original Agreement effective on February 3, 2020 ("**A&R Agreement**; MGH Agreement No. 2020-1109) licensing Institution's rights in the Patent Rights and Technological Information (both as defined in the A&R Agreement) related to the use of tesamorelin in patients with fatty liver disease and infected with the human immunodeficiency virus ("**HIV**");

Institution and Company further desire to amend the A&R Agreement to account for the development of tesamorelin as a treatment for any patient with fatty liver disease(s), including NAFLD and NASH, whether or not such patient is infected with HIV;

The Parties desire to revise the Technological Information that will be provided to Company under the A&R Agreement, as well as the definition of Label Expansion stated therein, to include any patient with fatty liver disease, including NAFLD and NASH, whether or not such patient is infected with HIV; and

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

1. AMENDMENT

1) The definition of "Label Expansion" (Certain Definitions; Section 1) is hereby deleted in its entirety and replaced with the following:

"**Label Expansion**" shall mean the first date of regulatory approval, including conditional approval, of the Product by the FDA and/or the EMA, as applicable, for the treatment of any fatty liver disease, including NASH and NAFLD, in any patient.

2) Exhibit "B" to the A&R Agreement shall be deleted in its entirely and replaced with the attached Exhibit "B" included in this First Amendment.

3) Any capitalized terms not defined in this First Amendment shall have the meaning set forth in the A&R Agreement.

4) Except as provided herein, the A&R Agreement and all of its terms, covenants, and conditions are hereby ratified and confirmed in all respects and remain in full force and effect. The A&R Agreement shall, together with this First Amendment, be read and construed as a single agreement.

5) This First Amendment shall be governed by and construed in accordance with the laws of the State of New York, excluding any conflict of law principles, except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent shall have been granted.

6) Counterparts. For the convenience of the Parties, this First Amendment may be executed electronically by email or facsimile transmission of signature pages, and in counterparts, each of which shall be deemed to be an original, and both of which taken together, shall constitute one agreement binding on all Parties. This First Amendment may be executed electronically/digitally in compliance with the Massachusetts Uniform Electronic Transactions Act (MUETA) Mass. Gen. Laws ch. 110G and/or The Electronic Signatures In Global And National Commerce Act (ESIGN) 15 USC ch. 96. Persons signing this First Amendment agree that, if used, electronic/digital signatures are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

[*The remainder of this page is intentionally left blank*.]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives as of the First Amendment Effective Date first written above.

THERATECHNOLOGIES INC.

BY: /s/ Paul Lévesque

Name: Paul Lévesque

TITLE: President and Chief Executive Officer

DATE: April 15, 2020

BY: /s/ Christian Marsolais

NAME: Christian Marsolais

TITLE: Senior Vice President and Chief Medical Officer

DATE: April 15, 2020

THE GENERAL HOSPITAL CORP.

BY: /s/ Daniel Castro

Name: Daniel Castro

TITLE: Managing Director, Licensing

DATE: _____

EXHIBIT "B"
Technological Information

Technological Information includes the following information that has already been provided to Company pursuant to the Original Agreement or will be provided to Company for the design of a Pivotal Clinical Trial.

The Principal Investigator has developed unique skills and knowledge as a highly trained neuroendocrinologist, with a longstanding interest in HIV metabolism to identify a unique strategy to augment pulsatile GH to selectively reduce visceral fat in HIV and non-HIV patients. His expertise both in neuroendocrinology, metabolism and HIV medicine has enabled the successful studies utilizing the Product. This expertise stemmed from his unique training, including as long-term prior Director of the Neuroendocrinology Clinic at MGH, the multiple investigator-initiated NIH studies he conducted on the biological mechanisms of relative GH deficiency in HIV patients with lipodystrophy and non-HIV patients with abdominal adiposity.

Information obtained from Principal Investigator in the design of investigator-initiated pre-clinical research studies of NAFLD in patients infected with HIV to determine the biological relationship of excess liver fat to low levels of human Growth Hormone in patients.

Information from pre-clinical research studies was used to design the Study, a human research study using the Product as a treatment for lipodystrophy in patients infected with HIV. Such information was provided to Company pursuant to the Original Agreement, and includes the following:

- Determining the appropriate patient population for human research studies;
- Determining the properties and therapeutic levels of Growth Hormone Releasing Hormone (GHRH) analogues necessary to augment Growth Hormone peak levels in HIV patients with lipodystrophy through detailed pulsatility studies;
- Assessment of the relevant comorbidities, study inclusion and exclusion criteria for such patients;
- Assessment of the specific safety and efficacy variables in the studies, including study duration, drug dosing, specific study procedures, and analytical strategies to optimally assess the efficacy of the Product;
- Assessment of appropriate primary and secondary study endpoints; and
- Study Data provided to Company pursuant to the Original Agreement.

Information and know-how include further assisting Company in the design of a Pivotal Clinical Trial to formally expand the FDA approved indication for the Product to include treatment of NAFLD, NASH, or other fatty liver diseases in all patients. Such information and know-how include leveraging the Principal Investigator's unique expertise in endocrinology and HIV medicine in order to:

- Optimally design Pivotal Clinical Trials;
- Determine the appropriate patient population, dosing of Study Drug, study duration, and

safety consideration(s);

- Determining the appropriate methodology and rigorous analytical strategies needed to demonstrate the safety and efficacy of the Study Drug for novel treatment indications, including NAFLD, NASH, and other fatty liver diseases; and
- Meeting (in-person, videoconferences or conference calls) with the FDA and/or the EMA in connection with Pivotal Clinical Trials and/or Label Expansion.

Exhibit 4.29

AMENDMENT
TO
MANUFACTURE AND SUPPLY AGREEMENT

THIS AMENDMENT (the "**Amendment**") is made as of the 1st, day of January, 2021 (the "**Execution Date**")

BETWEEN: **THERATECHNOLOGIES INC.,** a corporation incorporated under the laws of the Province of Québec, having its head office at 2015 Peel St., 11th floor, Montreal, Québec, H3A 1T8;

("**Purchaser**")

AND: **JUBILANT HOLLISTERSTIER GENERAL PARTNERSHIP, by way of its managing partner, Jubilant HollisterStier Inc.**, a partnership constituted under the laws of the Province of Ontario, having its principal office at 16751 Trans-Canada Highway, Kirkland, Québec, H9H 4J4;

("**Supplier**")

WHEREAS Purchaser and Supplier signed a Manufacture and Supply Agreement dated as of December 23, 2009, as amended from time to time (the "**MSA**");

AND WHEREAS the Parties wish to amend the MSA to update the versions of the Product offered thereunder, to reflect discussions held in 2020 and to make certain other modifications;

AND WHEREAS all defined terms not defined in this Amendment shall have the meanings ascribed thereto in the MSA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements in this Agreement, Purchaser and Supplier agree with each other as follows:

1. Section 3.2 ("Annual Minimum Purchases") is eliminated and replaced in its entirety by the following:

"3.2 **Annual Minimum Purchases**.

(a) During the Term of this Agreement, for each period between April 1st of a calendar year and March 31st of the ensuing calendar year ("**Reference Period**"), Purchaser shall purchase from Supplier a minimum of [redacted] full Batches of the following Product at the prices set forth in Schedule "C" hereto (collectively "**Annual Minimum Purchase**"):

Product Name	Code
EGRIFTA TESAMORELIN INJ. 2mg/vial 1.4 mg	30000002175

Subject to Section 4.3(a), if Purchaser fails to purchase the Annual Minimum Purchase from Supplier during the Reference Period, Purchaser shall pay to Supplier within thirty (30) days of the end of such Reference Period a penalty payment equal [redacted]. The penalty payment shall not be reduced in any way if the Failure to Supply is caused by Purchaser, including, among others, delays in delivery by Purchaser of any Materials to be provided by Purchaser or by Designated Suppliers or services or approval or changes requested by Purchaser to be provided pursuant to this Agreement. However, if the Failure to Supply is caused by Supplier's fault or negligence, the penalty payment for the applicable Reference Period shall be reduced by the number and value of Batches of Product that Supplier failed to supply.

(b) **Materials**. Purchaser shall be responsible for the cost of obsolete or unused Materials reasonably procured by Supplier for the purpose of meeting Purchaser's demand pursuant to the forecasts received by Supplier.

2. **Term of Agreement**. The Term of the Agreement is hereby extended. Section 11.1(a) ("Initial Term") is eliminated and replaced in its entirety by the following:

"11.1 (a) **Initial Term**. This Agreement is effective from the date of its execution and shall continue in effect until March 31st 2022, unless earlier terminated or extended in accordance with the terms of the Agreement."

3. **Annual Minimum Purchase Obligation**. Supplier hereby acknowledges that Purchaser has met its Annual Minimum Purchase obligation up to March 31st, 2021.

4. **Entire Agreement**. Except as amended herein, all of the other terms and conditions set forth in the Agreement shall remain unchanged and in full force and effect. The Agreement and any and all Schedules attached thereto and this Amendment form the entire agreement between the Parties with respect the subject matter.

SIGNATURES LOCATED ON THE NEXT PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment on the Execution Date by their authorized officers, who by signing confirm their authority and intention to bind the Party they represent.

JUBILANT HOLLISTERSTIER GENERAL PARTNERSHIP,
by way of its managing partner,
JUBILANT HOLLISTERSTIER INC.

Per: /s/ Amit Arora
Amit Arora
President

THERATECHNOLOGIES INC.

Per: /s/ Phillipe Dubuc

Per: /s/ Marie-Noël Colussi

SCHEDULE "C"
PRICES

[redacted]

FIRST AMENDMENT TO THE AMENDED AND RESTATED EXCLUSIVE LICENSE AGREEMENT

This is a first amendment to the amended and restated exclusive license agreement dated February 25, 2019 (the "**First Amendment**").

BETWEEN : **TRANSFERT PLUS, LIMITED PARTNERSHIP,** a limited partnership duly constituted under the laws of the Province of Quebec, having its principal place of business at 1405, boulevard du Parc-Technologique, Québec (Québec) G1P 4P5, acting through its general partner **ALIGO INNOVATION, LIMITED PARTNERSHIP**, a limited partnership duly constituted and having its principal place of business at the same address, itself acting by its general partner **GESTION AXELYS INC.**, a corporation duly constituted and having its head office at the same address, itself represented herein by Marie-Josée Lapointe, its Vice President Legal Affairs, duly authorized for the purpose hereof as she so declares;

(hereinafter referred to as "**Transfert Plus**")

AND : **THERATECHNOLOGIES INC.**, a corporation governed by the *Business Corporations Act* (Québec), having its principal place of business at 2015 Peel Street, Suite 1100, Montréal (Québec) H3A 1T8, represented by Philippe Dubuc, its Senior Vice President and Chief Financial Officer, duly authorized for the purpose hereof as he so declares;

(hereinafter referred to as "**Thera**").

Individually referred to as a "**Party**" and collectively as "**Parties**"

WHEREAS Transfert Plus entered into a license agreement with Katana Biopharma Inc.("**KATANA**") on July 3rd, 2017, which was thereafter amended and restated on February 25, 2019 (the "**License Agreement**");

WHEREAS KATANA was thereafter wound-up into Thera and thereafter dissolved such that Thera assumed all rights and obligations of KATANA in the License Agreement;

WHEREAS Thera and Université du Québec à Montréal (the "**University**") have recently applied to the *Consortium de recherche biopharmaceutique*'s ("**CQDM**") SynergiQc program to conduct two research projects at the University;

WHEREAS the Parties desire to amend the License Agreement to refer to Thera as a Party in the Agreement in replacement of KATANA and to redefine the scope of the Products and the Services in the License Agreement in order to, among other things, take into consideration certain intellectual property developed at the University and during the SynergiQc research projects;

NOW THEREFORE IN CONSIDERATION of the above recitals and the mutual benefits to be derived hereafter, the Parties agrees as follows:

1 DEFINED TERMS

Unless otherwise indicated in this First Amendment, capitalized terms used herein shall have the meaning ascribed to them in the License Agreement and the First Amendment.

2 AMENDMENTS

2.1 Amendement to any references to KATANA

All references to KATANA in the License Agreement are hereby repealed and replaced with references to Thera.

2.2 Amendements to definitions of the License Agreement

Section 1.18 of the Licence Agreement is hereby repealed and replaced with the following:

"1.18.1 "**Products**" means any substance, mixture, material, movable or any product using, incorporating, exploiting or consisting of, in whole or in part the Technology and/or any Peptides.

1.18.2 "**Peptides**" means any new peptides and peptide-drug conjugates for the treatment and diagnostics of cancer through the Sortilin receptor and any peptide or peptide-drug conjugate targeting the membrane and soluble forms of Sortilin for novel therapeutic approaches and/or novel imaging agents or biomarkers related to cancer therapies."

Section 1.21 of the Licence Agreement is hereby repealed and replaced with the following:

"1.21 "**Services**" means all services that can be rendered using in whole or in part the Technology or in connection with the Technology and/or the Products, or rendered in respect of Products."

2.3 Amendment to Notices, Section 17.4 of the License Agreement

Section 17.4 of the License Agreement is hereby repealed and replaced with the following:

"17.4 **Notices**. All notices and all other communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested), by email (with confirmation of delivery) or by overnight delivery service to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

If to Transfert Plus: 1155 Boulevard Robert Bourassa
Suite 1410
Montreal, Quebec, H3B 3A7
Email : [redacted]

Attention: President

If to Thera: 2015 Peel Street, 11th Floor
Montreal, Quebec, H3A 1T8
Email : [redacted]

Attention : Philippe Dubuc, Senior VP and Chief Financial Officer

2.4 Amendment to Schedule A

Schedule A of the License Agreement is hereby repealed and replaced with the Schedule A, attached herein.

3 REPRESENTATIONS AND WARRANTIES

3.1 **Mutual Representations and Warranties.** Each Party hereby represents and warrants to the other that: (i) it has full power and authority to enter into this First Amendment and to consummate the transactions contemplated herein; and (ii) the person signing this First Amendment on its behalf has the authority to do so and to bind that Party to the terms of this First Amendment.

4 MISCELLANEOUS AND GENERAL PROVISIONS

4.1 **Effect of the First Amendment.** Except to the extent amended by this First Amendment, the provisions of the License Agreement shall remain in full force and effect. Notwithstanding anything to the contrary, in the event of any inconsistency or conflict between any provision of this First Amendment and the provisions of the License Agreement, in all cases the provisions of this First Amendment shall prevail. This First Amendment shall be construed and read as though it was set forth in the License Agreement and all provisions of the License Agreement shall apply equally hereto.

4.2 **Effective Date**. Notwithstanding the date of execution of this First Amendment, this First Amendment shall be effective as of October 26, 2020.

4.3 **Governing Law**. This First Amendment shall be construed and interpreted according to the laws applicable in the Province of Quebec, Canada, without regard to conflicts of law provisions. The Parties agree that the exclusive jurisdiction for any claim, controversy or cause of action arising out of or related to the License Agreement (or any instrument or agreement executed incident hereto, including the First Amendment) shall be the Superior Court of Quebec, District of Montreal or the Court of Quebec, District of Montreal, whichever court has jurisdiction *ratione materiae* to hear such claim, controversy or cause of action.

4.4 **Language**. The Parties declare that they have expressly requested and do hereby confirm their request that this First Amendment be drafted in the English language. *Les Parties déclarent qu'elles ont expressément exigé et par les présentes confirment leur demande que ce premier amendement soit rédigé en anglais*.

[The rest of this page is intentionally left blank.
The following page is the signatures page.]

WHEREOF, the Parties have each caused this First Amendement to be executed as of the dates indicated below.

TRANSFERT PLUS, LIMITED PARTNERSHIP,
acting through its general partner, ALIGO INNOVATION, LIMITED PARTNERSHIP, itself acting through its general partner, GESTION AXELYS INC.

Per: /s/ Nancy Rancourt
Nancy Rancourt
Acting President

Date: **14/10/2022**

THERATECHNOLOGIES INC.

Per: /s/ Philippe Dubuc
Philippe Dubuc
Senior Vice President and Chief Financial Officer

Date: **14/10/2022**

SCHEDULE A

INVENTION

Dr. Borhane Annabi, Michel Demeule, Alain Larocque, Jean-Christophe Currie, Cyndia Charfi and Richard Béliveau from the University developed an invention entitled "***Creation and Development of New Peptide-Drug Conjugates for the treatment of cancer through Receptor-Mediated Chemotherapy (RMC)"***.

[redacted]

AMENDMENT #2 TO SHARE PURCHASE AGREEMENT

AMONG:

TRANSFERT PLUS, L.P.

AND

ALIGO INNOVATION, L.P.

AND

BORHANE ANNABI

AND

RICHARD BÉLIVEAU

AND

CYNDIA CHARFI

AND

JEAN-CHRISTOPHE CURRIE

AND

ALAIN LAROCQUE

AND

MICHEL DEMEULE

AND

SOPHIE KOZELKO

AND

THERATECHNOLOGIES INC.

DATED AS OF MARCH 29, 2021

THIS AMENDMENT #2 TO SHARE PURCHASE AGREEMENT dated February 25, 2019 is made as of the 31st day of March, 2021

AMONG:	**TRANSFERT PLUS, L.P.**, a limited partnership created under the *Civil Code of Québec* having a place of business at 355 Peel Street, Suite 503, Montréal, Québec, H3C 2G9, herein acting through its general partner, Aligo Innovation, limited partnership, herein acting through its general partner, Aligo Corporation Inc.;
	("**TP**")
AND:	**ALIGO INNOVATION, L.P.,** a limited partnerchip created under the *Civil Code of Québec* having a place of business at 355 Peel Street, Suite 503, Montreal, Québec, H3C 2G9, herein acting through its general partner, Aligo Corporation Inc.;
	("**Aligo**")
AND:	**BORHANE ANNABI,** domiciled and residing at [redacted]
	("**BA**")
AND:	**RICHARD BÉLIVEAU,** domiciled and residing at [redacted]
	("**RB**")
AND:	**CYNDIA CHARFI,** domiciled and residing at [redacted]
	("**CC**")
AND:	**JEAN-CHRISTOPHE CURRIE,** domiciled and residing at [redacted]
	("**JCC**")
AND:	**ALAIN LAROCQUE,** domiciled and residing at [redacted]
	("**AL**")
AND:	**MICHEL DEMEULE,** domiciled and residing at [redacted]
	("**MD**")
AND:	**SOPHIE KOZELKO**, domiciled and residing at [redacted]
	("**SK**")
	(TP, Aligo, BA, RB, CC, JCC, AL, MD, and SK are collectively referred to as the "**Vendors**")

AND **THERATECHNOLOGIES INC.**, a corporation duly constituted under the laws of Québec, having a place of business at 2015 Peel Street, Suite 500, Montreal, Québec, H3A 1T8;

(the "**Purchaser**")

WHEREAS the Purchaser and the Vendors have entered into a share purschase agreement dated February 25, 2019 (the "**Share Purchase Agreement**"), as amended on August 12, 2019 (the "**First Amendment**") (the Share Purchase Agreement and the First Amendment, collectively the "**Share Purchase Agreement**"), pursuant to which Purchaser purchased from the Vendors all of the issued and outstanding common shares of Katana Biopharma Inc.;

WHEREAS the Purchaser has achieved the First Development Milestone on March 23, 2021;

WHEREAS the Purchaser and the Vendors desire to amend the method of calculation related to the payment of the First Development Milestone;

NOW THEREFORE, in consideration of the premises and mutual agreements herein contained, and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

The capitalized words and expressions used in this Agreement or in its Schedules shall have the meaning ascribed to them in Exhibit A of the Share Purchase Agreement, unless otherwise expressly stated herein.

1.2 Articles, Sections and Headings

The division of this Agreement into Articles, Sections, Exhibits and Schedules and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "**hereof**", "**hereunder**", "**herein**" and similar expressions refer to this Agreement as a whole and not to any particular Article, Section, Exhibit, Schedule or other portion hereof. References herein to Articles, Sections, Exhibits or Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement or of the Exhibits and Schedules hereto unless otherwise expressly stated herein.

1.3 Extended Meanings

In this Agreement, words importing the singular number also include the plural and vice versa and words importing any gender include all genders. The term "**including**" means "**including, without limiting the generality of the foregoing**".

1.4 Accounting Principles

Wherever in this Agreement reference is made to a calculation to be made or an action to be taken in accordance with generally accepted accounting principles, such reference will be deemed to be made to ASPE, applicable as at the date on which such calculation or action is made or taken or required to be made or taken in accordance with ASPE.

1.5 Currency

Except as expressly provided herein, all references to currency contained herein are to lawful money of Canada.

ARTICLE 2
AMENDMENTS TO SECTION 2.3.2

2.1 Amendment to Section 2.3.2

Section 2.3.2 of the Share Purchase Agreement shall be deleted in its entirety and shall be replaced with the following Section 2.3.2:

"2.3.2 *Second Tranche*. The Purchaser shall pay to the Vendors on the date the First Development Milestone is met the amount of two million dollars (2,000,000) (the "**Second Tranche**"). This amount shall be paid through the issuance of such number of Consideration Shares determined by dividing: (i) the Second Tranche by (ii) the price per Consideration Share determined based on the volume-weighted average trading price of Purchaser's common shares on the TSX for the fourteen (14) Business Days immediately preceding the date on which the First Development Milestone is met; all Consideration Shares to be allocated amongst the Vendors in accordance with their respective Designated Percentages."

2.2 For the purposes of computing the number of Consideration Shares to be issued by Purchaser in payment of the Second Tranche, the Vendors acknowledge and agree that the date the First Development Milestone was met is March 23, 2021.

ARTICLE 3
GENERAL

3.1 Governing Law and Forum

This Agreement shall be governed by and construed in accordance with the Laws of the Province of Quebec and the Laws of Canada applicable therein (excluding any conflict of laws rule or principle, foreign or domestic, which might refer such interpretation to the laws of another jurisdiction). The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of Quebec and elect domicile in the City of Montréal with respect to any matter relating to the execution or construction of this Agreement or the exercise of any right or the enforcement of any obligation arising hereunder (excluding any conflict of forum rule or principle, foreign or domestic, which might refer such matter to the courts of another jurisdiction).

3.2 Entire Agreement

This Agreement, the Share Purchase Agreement and the Closing Documents constitute the entire agreement between the Parties with respect to the subject matters hereof and thereof and cancels and supersedes any prior understandings, agreements, negociations and discussions between the Parties with respect thereto.

3.3 No Other Amendment

Except as provided in this Agreement, the terms and conditions set forth in the Share Purchase Agreement shall remain unaffected by execution of this Agreement. To the extent any provisions or terms set forth in this Agreement conflict with the tersm set forth in the Share Purchase Agreement, the terms set forth in this Agreement shall govern and control.

3.4 No Waiver

Failure of a Party to insist upon the strict performance of any term or condition of this Agreement or to exercise any right, remedy or recourse hereunder shall not be construed as a waiver or relinquishment of any such term and condition.

3.5 Successors, Assigns and Assignments

This Agreement will enure to the benefit of and be binding upon the respective successors (including any successor by reason of the amalgamation or statutory arrangement of any Party) and permitted assigns of the Parties. This Agreement may not be assigned by any Party without the prior written consent of the other Parties, except that the Purchaser may, without the prior written consent of the other Parties, assign all or part of its rights and/or obligations under this Agreement to (i) an Affiliate of the Purchaser or (ii) to the subsequent purchaser of (a) the shares of the Corporation or (b) all or a substantially all of its assets or of the Business.

3.6 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall conclusively be deemed to be an original but all of which taken together shall be deemed to constitute one and the same agreement. A facsimile or electronic transmission of the Agreement bearing a signature on behalf of a Party shall be legal and binding on such Party.

3.7 Language

The Parties acknowledge that they have required that this Agreement and all related documents be drawn up in English. *Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais*.

(remainder of this page left blank intentionally)

(signature page to Amendment #2 to Share Purchase Agreement)

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first written hereinabove.

THERATECHNOLOGIES INC.

/s/ Paul Lévesque
Paul Lévesque
President and Chief Executive Officer

/s/ Philippe Dubuc
Philippe Dubuc
Senior Vice President and
Chief Financial officer

ALIGO INNOVATION, L.P.,
acting through its general partner,
ALIGO CORPORATION INC.

/s/ Anne-Marie Larose
Anne-Marie Larose

TRANSFERT PLUS, L.P.,
acting through its general partner, ALIGO INNOVATION, L.P., itself acting through its general partner, ALIGO CORPORATION INC.

/s/ Anne-Marie Larose
Anne-Marie Larose

/s/ Borhane Annabi
BORHANE ANNABI

/s/ Michel Demeule
MICHEL DEMEULE

/s/ Richard Béliveau
RICHARD BÉLIVEAU

/s/ Alain Larocque
ALAIN LAROCQUE

/s/ Cyndia Charfi
CYNDIA CHARFI

/s/ Sophie Kozelko
SOPHIE KOZELKO

/s/ Jean-Christophe Currie
JEAN-CHRISTOPHE CURRIE

Exhibit 4.32

CONSULTING AGREEMENT

CONSULTING AGREEMENT MADE AND ENTERED INTO WITH AN EFFECTIVE DATE OF MAY 13, 2021

BETWEEN: **THERATECHNOLOGIES INC.**, a corporation governed by the *Business Corporations Act* (Quebec), having its principal place of business at 2015 Peel Street, 11th Floor, Montreal, Province of Québec, Canada, H3A 1T8;

(hereafter "**Thera**")

AND: **JP ARENA REGULATORY CONSULTING, LLC**, a corporation governed by the laws of Pennsylvania, having its principal place of business at [redacted];

(hereafter "**Consultant**")

WHEREAS Thera is a Canadian biopharmaceutical company involved in research and development, manufacture and commercialization of pharmaceutical products;

WHEREAS Consultant specializes in providing U.S. scientific and regulatory advice on the development and commercialization of pharmaceutical products; and

WHEREAS Thera desires to retain the services of Consultant through which Consultant will provide the services of Joseph Arena to act as a member of the board of directors of Thera;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Engagement. Thera does hereby retain Consultant on a non-exclusive basis to provide the services of Joseph Arena as a member of the board of directors of Thera for the consideration and for the terms and conditions hereinafter set forth, and Consultant hereby accepts to provide the services of Joseph Arena to act as such, upon and subject to the terms and conditions of this Agreement.

2. Obligations of Consultant. Consultant agrees that the services of Joseph Arena shall be available to Thera upon reasonable request from Thera. Consultant acknowledges that this Agreement is entered into based on the availability of Joseph Arena to act as a director of Thera.

3. Term and Renewal. Subject to Paragraph 14, the term of this Agreement shall be deemed to have begun on May 13, 2021and shall terminate on the earlier of: (i) the date of the annual meeting of shareholders of Thera; and (ii) the date Consultant is unable to provide the services of Joseph Arena because, among other things, his death, his resignation or his disqualification to act as a director of Thera. Subject to the foregoing sentence, this Agreement will renew automatically for as long as Joseph Arena remains available to act as a director of Thera and is elected as director of Thera by the shareholders of Thera.

4. Fees. Consultant shall be paid the same annual fees as those paid to individuals acting as directors of Thera and, when applicable, for acting as members of a committee of the board of directors of Thera. The annual fees paid to an individual acting as a member of the board of directors of Thera is currently set at CAN $60,000. The fee is paid in four equal quarterly installments of CAN $15,000 the first day of each calendar quarter. Consultant acknowledges that such fees may increase or decrease during the term of this Agreement. Consultant agrees that the services of Joseph Arena may be paid via the issuance of securities. Where the issuance of securities is made as payment for the services performed by Joseph Arena, Consultant acknowledges that such securities will be issued in the personal name of Joseph Arena only. Consultant hereby waives any claims against Thera for unpaid fees where payment is made through the issuance of securities to Joseph Arena personally.

5. Expenses. During the Term, Thera will reimburse Consultant for the out-of-pocket expenses incurred by Joseph Arena as a director of the board of directors of Thera or as a member of any of its committees. Such reimbursement shall be made within forty-five (45) days from the receipt of the documents evidencing such expenses.

6. Taxes. All amounts paid to Consultant hereunder shall be paid net of any withholding amount that may be applicable. For greater certainty, Thera will not gross up any amount to offset any applicable withholding taxes on amounts owed hereunder. Consultant shall be liable for the payment of its taxes with U.S. regulatory authorities.

7. Representations and Warranties. Consultant and Joe Arena hereby represent and warrant that: (i) they are not under investigation by the United States Food and Drug Administration, or any other governmental or equivalent authority inside or outside the United States, for any potential violation of law or professional standards which could lead to exclusion or debarment from any federal or state health care program; (ii) they are not, nor have they been, convicted of or indicted for an offense, nor have they otherwise engaged in conduct, which could lead to exclusion or debarment from any federal or state health care program. Consultant and Joseph Arena hereby agree to promptly notify Thera upon any of them becoming aware of any inquiry, or the commencement of any proceeding concerning conduct by any of you, which could result in your exclusion, debarment, or similar action.

8. Confidential Information. Confidential Information. In the course of the provision of the Services hereunder, Consultant and Joseph Arena will have access to all types of information relating to the intellectual property, the technologies, the industrial secrets, clinical development plans, know-how, business plan, commercial information and other affairs of Thera and its subsidiaries. All such information is collectively referred to herein as “Confidential Information”. Confidential Information also includes all analyses, compilations, data, material, studies, or other document prepared by Consultant or Joseph Arena containing or based upon, in whole or in part, any such Confidential Information, regardless of media or format. The absence of the word “Confidential” does not mean that the information is not confidential. The term “Confidential Information” shall not include: (i) information which, at the time of disclosure, is or thereafter becomes public knowledge through no breach of this Agreement; (ii) documented information which is rightfully in Consultant’s or Joseph Arena’s possession prior to the Effective Date (as defined below) of this Agreement; (iii) information which is disclosed to Consultant or Joseph Arena by a third party unless such disclosure constitutes, or either directly or indirectly results from, a breach of any agreement to which Thera is a party; or (iv) information which is disclosed with the prior written approval of Thera.

9. Non-Disclosure and Non-Use. Consultant and Joseph Arena hereby agree never to disclose the Confidential Information obtained or elaborated in the course of the performance of the services under this Agreement without the express written consent of Thera, except by order of a court. Consultant and Joseph Arena agree to use the Confidential Information for the sole benefit of Thera and its subsidiaries.

10. Record Retention. Upon instruction from Thera, Consultant shall forthwith deliver to Thera and shall cause Joseph Arena to deliver to Thera, any and all documents or other written Confindetial Information. Consultant undertakes not to copy, retrieve or take any drawing, plan, reproduction, formula, book or any other Confidential Information.

11. Intellectual Property. Consultant hereby agrees and Consultant shall cause Joseph Arena to agree to assign to Thera and does hereby assign to Thera all discoveries, inventions, processes, technologies or improvements, patentable or not, conceived by Consultant or Joseph Arena, alone or with others, relating to the affairs of Thera or of its subsidiaries or resulting from the provision of services hereunder. Consultant hereby consents and Consultant shall cause Joseph Arena to assist Thera and any of its subsidiaries in the issuance, renewal or maintenance of domestic or foreign patents on such inventions, processes, technologies or improvements. Consultant and Joseph Arena hereby waive any right with respect to such discoveries, inventions, processes, technologies or improvements. In addition, Consultant hereby assigns and Consultant shall cause Joseph Arena to assign to Thera all moral rights anyone of them may have in any writing done in the performance of the Services hereunder.

12. Securities. Consultant acknowledges that Thera is a publicly-traded company, governed by securities laws and that such laws prohibit any person having privileged information or information not publicly known, from purchasing or selling securities of such company, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

Consultant and Joseph Arena agree to comply with all applicable laws and regulations as they pertain to the securities and insiders (as defined under *Securities Act* (Québec)) of Thera. In addition, Consultant acknowledges that its name may be disclosed in documents filed with securities regulatory authorities to the extent such disclosure is required.

13. Compliance with Thera's Policies and Procedures. Consultant and Joseph Arena hereby agree to comply with the current and future policies and procedures of Thera applicable to consultants and members of the board of directors of Thera.

14. Termination. Either Party shall have the right to terminate this Agreement at any time and without penalty or indemnity, by giving the other Party at least thirty (30) days prior written notice of the effective date of such termination.

15. Survival of Undertakings. The undertakings contained in Paragraphs 8, 9, 10, 11 and 12 will survive the termination of this Agreement.

16. Relationship. It is expressly acknowledged and agreed by the parties hereto that the only relationship of Consultant to Thera created by this Agreement shall, for all purposes, be that of an independent contract for services pursuant to Sections 2098 and following of the *Civil Code of Québec* and that there is no direction and control exercised by Thera over Consultant. Further, Consultant is not a mandatary of Thera and shall not represent himself as such. Unless Consultant

obtains the prior written authorization of Thera, Consultant shall not be entitled to speak or act on behalf of Thera.

17. Waiver. Any waiver or any breach or default under this Agreement shall only be effective if in writing signed by the party against whom the waiver is sought to be enforced, and no waiver shall be implied by indulgence, delay or other act, omission or conduct. Any waiver shall only apply to the specific matter waived and only in the specific instance in which it is waived.

18. No Assignment. The services were contracted for under this Agreement with respect to the personal and professional qualities of Joseph Arena and Consultant may not delegate or subcontract any of its duties or obligations under this Agreement.

19. Assignment by Thera. Thera may assign its rights and obligations hereunder, without consent, in the event of an amalgamation, merger, acquisition of an important part of its assets, corporate reorganization, arrangement, or take-over bid.

20. Interpretation. Nothing in this Agreement shall be construed or interpreted as creating an employer/employee relationship between the parties hereto or as giving Consultant the authority to engage or bind Thera or to contract on its behalf.

21. Laws and Courts. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein. All disputes arising under this Agreement will be referred to the courts of the Province of Quebec which will have exclusive jurisdiction, and each party hereto irrevocably submits to the exclusive jurisdiction of such courts.

22. Effective Date. Notwithstanding the date of execution of this Agreement, Consultant and Thera agree that this Agreement is effective as at May 13, 2021.

23. Language. The parties hereto have required that the present Consulting Agreement and all deeds, documents, or notices relating thereto be drafted in the English language. *Les parties aux présentes ont exigé que la présente convention et tout autre contrat, document ou avis afférent ou subordonné aux présentes soient rédigés en langue anglaise.*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

THERATECHNOLOGIES INC.

/s/ Dawn Svoronos
Dawn Svoronos
Chair of the Board

Date: September 9, 2021

JP ARENA REGULATORY CONSULTING, LLC

/s/ Joseph Arena
Joseph Arena

Date: September 9, 2021

I, Joseph Arena, hereby acknowledge having read and understood the terms and conditions of this Agreement and I hereby agree to be bound by the terms and conditions of those provisions applicable to me.

Dated this 9th day of September, 2021.

/s/ Joseph Arena

JOSEPH ARENA

Exhibit 4.33

AMENDMENT #3 to Amended and Restated Distribution and Marketing Agreement (the "Agreement")

TERM SHEET

Parties	TaiMed and Thera.
Definition of "IM Mode of Administration"	Article 1 of the Agreement is hereby amended by adding a definition of "IM Mode of Administration" and "Activities" which shall read as follows: "**IM Mode of Administration**" means the intra-muscular injection of the Product on a bi-weekly (once every two weeks) and/or monthly basis (once every four weeks or once a month). "**Activities**" means any activities performed by the TaiMed employees on behalf of Thera for the Development of the IM Mode of Administration which are set forth in Schedule "A" hereto
Right to Develop IM Mode of Administration	Notwithstanding the terms of Section 3.1 of the Agreement, Thera shall have a [redacted] right to the clinical development of the IM Mode of Administration in the Territories.
Effective Period	Thera shall use reasonable efforts to (i) enroll the first patient in the clinical study within [redacted] of the date of Amendment # 3 (the "Effective Date") and (ii) complete all clinical development activities within [redacted] of the Effective Date.
Development Costs of IM Mode of Administration	All of the costs and expenses related to the Development of the IM Mode of Administration shall be borne by Thera.
Services Provided by TaiMed Employees and Costs Associated with TaiMed Employees	TaiMed shall support Thera in its Development of the IM Mode of Administration and shall make available to Thera certain TaiMed employees who shall assist Thera with the Activities. Thera shall be responsible for the costs and expenses incurred by TaiMed in connection with the Activities expressly requested by Thera and undertaken by the TaiMed employees in respect to the Development of the IM Mode of Administration and any applicable IND Regulatory Filing pertaining to the IM Mode of Administration that is required in order to maintain good IND status; provided that TaiMed shall keep and maintain complete and accurate books and records of such costs sufficient for Thera to verify such costs. Within [redacted] after the end of each quarter of the Financial Year, TaiMed shall submit to Thera a statement for such costs and expenses incurred by TaiMed for the Activities rendered by TaiMed employees to Thera during such quarter of the Financial Year, and Thera shall pay the amount reflected on such statement within [redacted] days after receipt thereof. The hourly fees associated with the TaiMed employees are set forth in Schedule "A".

Costs for Contract Research Organization (CRO) and other vendors	TaiMed shall make a request to the FDA to amend the current protocol [redacted] in order to include the IM Mode of Administration. TaiMed shall use the services of the Contract Research Organization and vendors set forth in Schedule "B" for the purposes of the IM Mode of Administration study. Thera shall be responsible for all costs and expenses incurred by TaiMed in connection with that CRO and those vendors in respect of the IM Mode of Administration plus an administrative fee equal to [redacted] percent of such costs; provided that TaiMed shall keep and maintain complete and accurate books and records of such costs sufficient for Thera to verify such costs. Within [redacted] after the end of each quarter of the Financial Year, TaiMed shall submit to Thera a statement for such costs and expenses incurred by TaiMed for the CRO and vendors set forth in Schedule "B" during such quarter of the Financial Year, and Thera shall pay the amount reflected on such statement within [redacted] after receipt thereof.
Intellectual Property Rights	Title to the New Technology shall be governed by the terms of the Agreement.
Commercialization Rights	Thera shall have the exclusive right to Commercialize the IM Mode of Administration in the Territory until the [redacted] anniversary date of the Marketing Approval of the Product in each Country in the Territory.
Regulatory Activities	Thera shall be responsible for all costs and expenses for the preparation and review of all Regulatory Filings of the IM Mode of Administration in the Territories including, but not limited to, any Regulatory Filing fees. TaiMed shall be responsible for the regular filings of the IND to the FDA as the current holder and Thera shall be responsible for all costs and expenses incurred by TaiMed associated with such filings. Regulatory Filings with the FDA and any other Competent Regulatory Body in the Territories for Product approval will be Thera's responsibility. Each Party shall keep the other informed of all communications with the FDA in connection with the IM Mode of Administration and shall provide the other with all documentation and communication received from the FDA until the Regulatory Approval of the IM Mode of Administration. Thera shall be responsible for all costs and expenses related to any inspection conducted by a Competent Regulatory Body that is mandated in order to obtain a Regulatory Approval of the IM Mode of Administration.
Regulatory Approval	TaiMed shall use Commercially Reasonable Efforts to assist Thera in seeking Regulatory Approval of the IM Mode of Administration in the United States. The costs and expenses associated with obtaining such Regulatory Approval shall be borne by Thera.
Clinical Trial Insurance	TaiMed shall maintain an appropriate coverage of clinical trial insurance with a reputable insurer. Thera shall pay TaiMed at a rate of [redacted] per month (pro-rated for partial months) while any clinical trial for the IM Mode of Administration is active. For clarity, a clinical trial is active once the first patient is screened and ends after the database is locked.
Other TaiMed Costs to be Reimbursed	Thera shall be responsible for the monthly fee of [redacted] incurred by TaiMed for the use of the PK modeling software beginning on the Effective Date and for the duration of the entire period of the IM Mode of Administration development project.

Supply Price for Study Requirements	In addition to the CRO passthrough charges in the above Section, TaiMed shall sell [redacted] kits of Product to Thera for the Development of the IM Mode of Administration at [redacted] per kit (2 vials) without returns. The Product supplied for the development shall be separately labeled and used strictly for clinical study purposes only, independent of commercial Product supplies.
Terms of Agreement remain in Effect	Except as amended herein, all of the terms and conditions of the Amended and Restated Distribution and Marketing Agreement (as amended by Amendment #1 and Amendment #2) shall continue in full force and effect between the Parties.

Accepted and agreed to on the dates below.

TAIMED BIOLOGICS, INC.

/s/ James N. Chang
By: James N. Chang
Date: May 18, 2021

THERATECHNOLOGIES INC.

/s/ Paul Lévesque
By: Paul Lévesque
Date: May 17, 2021

/s/ Philippe Dubuc
By: Philippe Dubuc
Date: May 17, 2021

SCHEDULE "A"

LIST OF TAIMED EMPLOYEES (or their equivalent replacement), ACTIVITIES AND FEES

[redacted]

SCHEDULE "B"

CRO AND LIST OF VENDORS

THIRD AMENDMENT TO AMENDED AND RESTATED MASTER SERVICES AGREEMENT

This Third Amendment to Master Services Agreement (this "Amendment") dated December 1, 2021 ("Amendment Effective Date") by and between Syneos Health Commercial Services, LLC (f/k/a inVentiv Commercial Services, LLC) a Syneos Health® group company ("Syneos Health") and Theratechnologies, Inc. ("Client"). Client and Syneos Health may each be referred to herein as a "Party" and collectively, the "Parties".

RECITALS

WHEREAS, the Parties entered into that certain Amended and Restated Master Services Agreement effective as of December 14, 2016 as amended by the first amendment dated February 27, 2019 and second amendment dated February 3, 2020 (the "Agreement"); and

WHEREAS, the term of the Agreement expires on November 30, 2021 and the Parties desire to extend the term of the Agreement as set forth herein;

NOW THEREFORE, in consideration of the above Recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby understand and agree as follows:

1. **Capitalized Terms**. All capitalized terms used but not otherwise defined in this Amendment shall have the same meaning given to such terms in the Agreement.

2. **Term**: Section 11 of the Agreement is hereby deleted in its entirety and replaced with the following:

"**11. Term.**

The Agreement shall be in effect as of the Effective Date and shall remain in effect until November 30, 2024 (the "Term") or until such later day as may be set forth in a Project Agreement (it being understood that this Agreement will not terminate in the event the term set forth in a Project Agreement is longer than the term set forth herein). The Parties may extend this Agreement for additional periods of one year each (each an "Additional Term") by mutual agreement not less than thirty (30) days prior to the end of the then current term."

3. **Miscellaneous**.

   a. Except as specifically amended or modified in this Amendment, each term of the Agreement shall continue to be in full force and effect.

   b. This Amendment may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Execution and delivery of this Amendment via pdf file bearing the signature of a party hereto shall constitute a valid and binding execution and delivery of this Amendment by such party. Such pdf versions shall constitute enforceable original documents.

c. The terms of this Amendment are intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Amendment constitute the complete and exclusive statement of its terms and shall supersede any prior agreement with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement to be effective as of the Amendment Effective Date.

Theratechnologies Inc.

By: /s/ Paul Lévesque

Name: Paul Lévesque

Title: President and CEO

Date: January 28, 2022

Syneos Health Commercial Services, LLC

By: /s/ Phil Moussally

Name: Phil Moussally

Title: CFO

Date: 12/08/2021

Theratechnologies Inc.

By: /s/ Philippe Dubuc

Name: Philippe Dubuc

Title: SVP & CFO

Date: 27/01/2022

Exhibit 4.35

Amendment No. 2 to Amended and Restated Statement of Work #2

This Amendment No. 2 to the Amended and Restated Statement of Work #2 ("Amendment #1") is entered into as of the last date signed (the "Amendment #2 Effective Date") pursuant to and shall be governed by the terms and conditions set forth in that certain Amended and Restated Master Services Agreement by and between Theratechnologies Inc. ("Customer") and RxC Acquisition Company d/b/a RxCrossroads by McKesson and subsequently assigned to McKesson Specialty Care Distribution LLC ("RxCrossroads") with an effective date of November 1, 2017 (the "Agreement"). Notwithstanding the date of execution of this Amendment # 2, the Parties agree that this Amendment # 2 shall be deemed effective as of July 1, 2022. Customer and RxCrossroads may be referred to individually a "Party" or collectively as the "Parties".

WHEREAS, Customer and RxCrossroads entered into an Amended and Restated Statement of Work #2 with an effective date of November 1, 2017, amended November 1, 2019 (collectively "SOW #2") regarding distribution services to be provided by RxCrossroads;

WHEREAS, in order to comply with the EPA Subpart P – Hazardous Waste Pharmaceuticals / Research Conservation Recovery Act regulations, Customer desires to amend its return policies for the Products to be distributed by RxCrossroads under the SOW #2;

WHEREAS, All capitalized terms used herein shall have the same meanings as set forth in the Agreement unless otherwise specifically defined herein.

NOW, THEREFORE, for good and valuable consideration, Customer and RxCrossroads hereby agree to amend the SOW #2 as follows:

AMENDMENT.

1.0 **Section 1.4 – Products**. As of July 1, 2022, the definition is deleted in entirety and replaced with the following:

> 1.4 "Products" shall mean EGRIFTA SV, together with its injection kits, and Ibalizumab."

2.0 **Section 1.5 – Unit**. As of July 1, 2022, the definition is deleted in entirety and replaced with the following

> 1.5 "Unit" shall mean either a box of EGRIFTA SV, an EGRIFTA SV injection kit box, or a box of Ibalizumab. Each Unit shall be packaged and labeled in accordance with the requirements of the approval for the marketing and sale of the Products received by Customer from the U.S. Food and Drug Administration. ("FDA")"

3.0 **Section 7.1.1 – Service Fees Charged to Customer.** As of July 1, 2022, the Parties agree to remove Service fees applicable to EGRIFTA and replace as follows:

"Intentionally Omitted"

4.0 **Section 7.1.2 - Pass Through Fees Charged to Customer.** As of July 1, 2022, the Parties agree to add pass through fees applicable to the Products, directly after the third paragraph of Section 7.1.2, as follows:

"Customer shall be responsible for the processing fees by the RxCrossroads' third- party vendor, Inmar RX Solutions, Inc. ("Inmar"), for returns of short dated or expired Products as set forth below:

- **"Return Processing Fees** ; [redacted]

The prices set forth above are subject to change by RxCrossroads no more than once per calendar year during the Term. Should Customer decide to use the Customer Returns Form to document the Inmar data being provided, use of Customer Returns Form is subject to the Form Processing Fee in the table above.

5.0 **Exhibit B.** As of July 1, 2022, Parties hereby agree to delete in entirety and replace with the Exhibit B, attached and incorporated herein.

6.0 **Exhibit C.** As of July 1, 2022, Parties hereby agree to delete in entirety and replace with the Exhibit C, attached and incorporated herein .

7.0 Notwithstanding anything to the contrary, for this SOW #2, as of July 1, 2022, the Parties agree to add the following new subjection 9.1:

"9.1 Subcontractor for Returns Processing The Parties expressly agree that in addition to delivery/postage services, IT services, translation services and temporary workers, RxCrossroads shall also be entitled to subcontract services for the Returns Policy in Exhibits B and C; provided however, that RxCrossroads shall remain fully responsible and liable for services, obligations, and functions performed by its subcontractors as if such services, obligations and functions were performed by RxCrossroads."

8.0 **No other Amendment**
Except as amended by the terms of this Amendment #2, all of the terms and conditions of the SOW #2 remain in full force and effect.

Signatures on Next Page

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 of the SOW #2 to be duly executed by their authorized representatives as of the Effective

Mckesson Specialty Care Distribution LLC

BY: /s/ James Canham

NAME: James Canham

TITLE: VP 3PL

DATE: February 17, 2023

THERATECHNOLOGIES INC.

BY: /s/ John Leasure

NAME: John Leasure

TITLE: Global Commercial Officer

DATE: 15-Feb-2023

Exhibit B

EGRIFTA SV™ RETURNS POLICY

Exhibit C

IBALIZUMAB RETURNS POLICY (Trogarzo™)

MANUFACTURING AND SUPPLY AGREEMENT

ENTERED INTO on the 31st day of July 2023 ("**Effective Date**")

BETWEEN: **THERATECHNOLOGIES INC.**, a company incorporated pursuant to the laws of the Province of Quebec, having its head office and principal place of business at 2015 Peel Street, Suite 1100 in the City of Montreal, Province of Quebec, Canada, H3A 1T8

(hereinafter referred to as "**Thera**")

AND: **BACHEM AMERICAS INC.,** a company incorporated pursuant to the laws of the State of California, having its head office and principal place of business at 3132 Kashiwa Street, in the City of Torrance, State of California, United States of America, 90505

(hereinafter referred to as "**Bachem**")

WHEREAS Thera is a biopharmaceutical company which specializes in the research and the development of therapeutic peptides;

WHEREAS Bachem is a company which specializes in the manufacturing of therapeutic peptides;

WHEREAS on November 6, 2001, Peptix Inc., the manufacturing subsidiary of Thera, and Bachem, Inc., entered into a Collaborative Development and Manufacturing Agreement (hereinafter referred to as the "**CDMA**") pursuant to which Bachem Inc., jointly with Peptix, developed a large scale manufacturing process for Thera's proprietary peptide, TH9507 or tesamorelin (hereinafter referred to as the "**Active Ingredient**");

WHEREAS on November 29, 2006, Peptix ceased its activities and transferred all of its assets and liabilities, including those pursuant to the CDMA, to Thera, its sole shareholder;

WHEREAS in accordance with the CDMA and subsequently under the Manufacturing and Supply Agreement between Thera, Bachem and Bachem Inc., dated March 11, 2009 ("**Initial Manufacturing Agreement**"), the initial [redacted] Net Lot Manufacturing Process ("**Initial [redacted] Net Lot Manufacturing Process**") as of the Effective Date is the sole and exclusive property of Thera;

WHEREAS Bachem has advised Thera of the need to change the purification equipment to be used in the [redacted] Net Lot Manufacturing Process (as defined below) and Thera has agreed.

WHEREAS Bachem will perform a process validation study of Active Ingredient for the [redacted] Net Lot Manufacturing Process following the change of the purification equipment under the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions In this Agreement, unless the context clearly indicates to the contrary, the following words shall have the meanings set out hereunder:

1.1.1 "[redacted] **Net Lot Manufacturing Process**" shall mean the updated manufacturing process which meets cGMPs and Applicable Laws for the production of nominal [redacted] net Lots of Active Ingredient, developed under this Agreement. For the purposes of this Agreement, reference to a Lot of [redacted] shall be interpreted to mean the yield of a Lot of [redacted] scale which may be less or more than [redacted].

1.1.2 "**Active Ingredient**" shall mean the growth hormone-releasing factor analogue peptide developed by Thera, tesamorelin acetate, scientifically referred to as [redacted].

1.1.3 "**Affiliate**" shall mean (i) any Person of which fifty percent (50%) or more of the voting stock is owned, directly or indirectly, by the Party or (ii) any Person, which owns, directly or indirectly, fifty percent (50%) or more of the voting stock of a Party, or (iii) any Person under the direct or indirect control of a Person described in (i) or (ii) herein.

1.1.4 "**Agreement"** shall mean this manufacturing and supply agreement.

1.1.5 "**Applicable Laws**" shall mean all laws, statutes, ordinances codes, rules, regulations, guidelines and procedures which have been enacted by Regulatory Authorities and are in effect during the Term hereof in each case to the extent applicable to the performance by the Parties of their respective obligations hereunder or otherwise to the subject matter of this Agreement. In the case of Bachem, Applicable Laws shall be limited to the applicable laws valid at Bachem's manufacturing site.

1.1.6 "**Bachem Know-How**" shall mean all of the manufacturing information, analytical methods and validation, technical information, know-how and inventions, patentable and nonpatentable, relating to the manufacturing and analytical testing of peptides in general that is owned or developed by Bachem. For the avoidance of doubt, Bachem Know-How does not include any element of the Thera Know-How or Thera Trade Secrets.

1.1.7 "**Best Efforts"** of a Party shall mean those efforts by that Party similar to the efforts that a commercially minded businessperson, duly balancing risks

and rewards in the best interest of the business taken as a whole, would make in similar circumstances for its own operations at that time, it being understood that such Party's efforts would not in any event require that Party to take each and any action that (a) would be possible ("whatever it takes"), or (b) in such Party's reasonable opinion would likely result in a breach of any other provision of this Agreement or any other agreement, or (c) in such Party's reasonable opinion may violate any applicable law, regulation, rule, order, permit, direction or license of any court or governmental authority having appropriate jurisdiction over the Party and subject matter or (d) in such Party's reasonable opinion would likely be disruptive of any material service conducted at or from any of its facilities.

1.1.8 "**Breaching Party**" shall have the meaning ascribed thereto in Section 10.2 hereof.

1.1.9 "**cGMPs**" shall mean current Good Manufacturing Practices, as required for active pharmaceutical ingredients in accordance with the U.S. FDA guidance for industry Q7A Good Manufacturing Practice Guidance for Active Pharmaceutical Ingredients, as the same may be amended or re-enacted from time to time, and all equivalent guidelines and regulations as promulgated by the Regulatory Authorities.

1.1.10 "**Calendar Year**" shall mean the period beginning on January 1st of one year and ending on December 31st of that same year.

1.1.11 "**Certificate of Analysis and Conformity**" shall mean the certificate of analysis confirming the identity, quality and purity of a Lot of Active Ingredient to which it pertains together with the certificate of conformity confirming that the same Lot of Active Ingredient was manufactured, tested, stored and supplied in compliance with the Specifications, applicable cGMPs and Applicable Laws, each such certificate signed by an authorized employee of Bachem.

1.1.12 "**Change of Control**" shall mean an event or series of events by which:

(a) any "**Person**" or "**Group**" (within the meaning of the Securities Exchange Act of 1934 and the rules of the SEC thereunder), is or becomes the "**Beneficial Owner**" (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a Person or Group shall be deemed to have "**Beneficial Ownership**" of all securities that such Person or Group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an "**Option Right**"), directly or indirectly, beneficially or of record, of common shares representing more than 50% of the aggregate ordinary voting power represented by the issued and outstanding common shares of Thera (and taking into account all such securities that such Person or Group has the right to acquire pursuant to any Option Right);

(b) any Person or group of Persons who are acting jointly or in concert (as contemplated by the Securities Act (Ontario) and related regulations) shall at any time have the right to acquire, directly or indirectly, beneficially or of record, common shares of Thera having attributed to it more than 30% of the outstanding voting rights represented by all of the issued and outstanding common shares of Thera;

(c) a majority of the seats (other than vacant seats) on the board of directors of Thera shall at any time be occupied by a Person or group of Persons who are not proposed for election by management of Thera at a meeting of shareholders convened for the election of directors;

(d) the API or any asset manufactured comprising the API is sold, conveyed, transferred or otherwise disposed of (including by way of license) in any one or series of related transactions, directly or indirectly, to a Person or group of Persons.

1.1.13 "**Confidential Information**" shall mean all data and information in oral, written, graphic, photographic, electronic, recorded or other form hereafter disclosed by either Party (the "**Disclosing Party**") to the other party (the "**Recipient**") during the Term of this Agreement, including the Drug Master File, business plans, regulatory and product strategies, the Bachem Know-How, the Thera Know-How and the Thera Trade Secrets, except for (i) information which, at the time of disclosure, is, or thereafter becomes, public knowledge through no breach of this Agreement, (ii) documented information which is rightfully in the Recipient's possession prior to the date of this Agreement, except with respect to information in possession of one party obtained under a non-disclosure agreement or any other type of agreement containing obligations of confidentiality and entered into between the Parties prior to the date of this Agreement; (iii) information which is disclosed to the Recipient by a Person (other than the Disclosing Party) which is rightfully in possession of same and is not bound by confidentiality provisions, (iv) information which is disclosed with the prior written approval of the Disclosing Party; (v) information which is independently developed by Recipient without benefit of the Confidential Information as evidenced by written records or (vi) information which the Recipient is required under any Applicable Laws or legal process to disclose to any competent judicial or Regulatory Authority; provided, however, that in the event that a disclosure is required under (vi), the Recipient has complied with the terms of Section 7.6. Notwithstanding any of the foregoing, nothing in this Agreement or any other agreement between the Parties shall hinder Bachem to answer questions received from Regulatory Authorities (e.g., during inspections) within the timeline requested by the respective Regulatory Authority.

1.1.14 "**Disclosing Party**" shall have the meaning ascribed thereto in Subsection 1.1.13 hereof.

1.1.15 "**Drug Master File**" shall mean all the documentation detailing information about facilities, processes or articles used in the manufacturing, processing, packaging and storing of the Active Ingredient, including the analytical test methods for the Active Ingredient.

1.1.16 "**EMEA**" shall mean the European Medicine Evaluation Agency or any successor entity thereto.

1.1.17 "**Executed Batch Record"** shall mean the record prepared from the approved Master Batch Record, containing complete information relating to the production and control of a Lot.

1.1.18 "**FDA**" shall mean the United States Food and Drug Administration or any successor entity thereto.

1.1.19 "**Finished Product**" shall mean a product based on, or containing, the Active Ingredient and that is approved by a Regulatory Authority.

1.1.20 "**Firm Order**" shall have the meaning ascribed thereto in Section 3.4.

11.21 "**Gram**" or "**g**" shall mean a gram of net peptide content. For the purposes of this definition, net peptide content shall mean the peptide content obtained using the elemental analysis method, or any other method mutually agreed to between the Parties hereto.

1.1.21 "**Indemnified Party**" shall have the meaning ascribed thereto in Section 9.3 hereof.

1.1.22 "**Indemnifying Party**" shall have the meaning ascribed thereto in Section 9.3 hereof.

1.1.23 "**Liabilities**" shall have the meaning ascribed thereto in Section 9.1 hereof.

1.1.24 "**Lot**" shall mean a specific quantity of Active Ingredient produced pursuant to the [redacted] Net Lot Manufacturing Process.

1.1.25 "**Manufacturing Cost**" shall mean the cost of manufacturing the Active Ingredient. It shall be comprised of the following items: cost of raw materials and direct labor costs as well as all general costs related to the manufacturing of the Active Ingredient such as indirect labor, rent, utilities, depreciation and amortization.

1.1.26 "**Master Batch Record**" shall mean the document containing formulas and manufacturing process for the Active Ingredient.

1.1.27 "**Minimum Purchase Obligation**" shall have the meaning ascribed thereto in Section 3.2.

1.1.28 "**mmole**" shall mean millimole.

1.1.29 "**Non-Breaching Party**" shall have the meaning ascribed thereto in Section 10.2 hereof.

1.1.30 "**Notice**" shall have the meaning ascribed thereto in Section 12.1 hereof.

1.1.31 "**Permitted Assignee**" shall mean a Person to whom this Agreement, together with the Quality Agreement, is assigned by Thera pursuant to Section 15.6.

1.1.32 **"Party**" or "**Parties**" shall mean Thera or Bachem individually or collectively as the context requires.

1.1.33 "**Person**" shall mean an individual, a body corporate, a sole proprietorship, a partnership, a trust, a fund, an association, a syndicate, an organization or other organized group of persons, whether constituted or not as a legal person, or whether incorporated or not, and an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative, and any Regulatory Authority.

1.1.34 "**Purchase**" shall mean the issuance by Thera of a purchase order for the manufacture of one or more Lots of Active Ingredient, the acceptance thereof by Bachem and the release by Bachem of the Active Ingredient referred to in such purchase order.

1.1.35 "**Quality Agreement**" shall mean the Quality Agreement attached hereto as Schedule 1.1.35.

1.1.36 "**Quarter**" shall mean a three-month period starting on the first day of each of January, April, July and October.

1.1.37 "**Recipient**" shall have the meaning ascribed thereto in Subsection 1.1.13 hereof.

1.1.38 "**Regulatory Authorities**" shall mean the FDA, Health Canada and the EMEA and any other regulatory authority having jurisdiction over the manufacture, packaging, marketing, sale and distribution of the Active Ingredient.

1.1.39 "**Related Party**" shall mean any Person who (i) owns or more of the outstanding shares of Thera or (ii) is a subsidiary of Thera or (iii) is the partner of Thera in a strategic alliance or licensing deal to develop and/or commercialize a product containing the Active Ingredient.

1.1.40 "**Specifications**" shall mean those specifications set forth in Schedule 1.1.40 attached hereto, as may be modified from time to time by mutual agreement of the parties hereto.

1.1.41 "**Term**" shall mean the term of this Agreement as stipulated in Section 10.1 or any shorter term if terminated prematurely for any reason.

1.1.42 "**Thera Know-How**" shall mean the manufacturing information, analytical methods and validation, technical information, Master Batch Record, regulatory information, know-how, inventions, patentable and non-

patentable relating specifically to the Initial [redacted] Net Manufacturing Process and the Active Ingredient. For the avoidance of doubt, Thera Know-How shall exclude (i) information which was at the date of the Initial Manufacturing Agreement, in the public domain or subsequently became such through no breach of the Initial Manufacturing Agreement, and (ii) documented information which was rightfully in Bachem's possession prior to the CDMA or subsequently independently developed by Bachem.

1.1.43 **"Thera Trade Secrets"** shall mean the bioassay method developed by Thera together with all ancillary Thera Know-How and process.

1.2 Interpretation This Agreement shall be governed by the following provisions:

1.2.1 Should any provision of this Agreement be null or without effect or deemed unwritten, it or they shall not render the other provisions, terms and conditions hereof invalid as this Agreement is not an indivisible whole.

1.2.2 The Parties acknowledge that each provision of this Agreement was negotiated in good faith, understood and for good and valuable consideration, agreed to by them and that the agreement does not constitute an adhesion contract for it.

1.2.3 The division of this Agreement into Articles, Sections, Subsections and other subdivisions and the insertions of headings are for convenience of reference only and shall not affect or be utilized in the construction or the interpretation hereof.

1.2.4 Where required herein, the singular shall comprise the plural and vice versa, the masculine shall include the feminine and vice versa while the neuter shall comprise both the masculine and the feminine.

1.2.5 This Agreement shall be governed by and construed in accordance with the laws of the State of New York therein without giving effect to the conflict of law principles thereof.

1.2.6 The schedules annexed to this Agreement are incorporated by reference herein and form a part hereof.

1.2.7 Unless otherwise indicated herein, all references to dollars in this Agreement shall be to United States dollars.

ARTICLE 2
MANUFACTURING PROCESS VALIDATION FOLLOWING CHANGE OF THE PURIFICATION EQUIPMENT

2.1 The Parties acknowledge that the [redacted] Net Lot Manufacturing Process shall be validated following the change of the purification equipment in accordance with the Quotation (as defined below).

2.2 Bachem shall validate the [redacted] Net Lot Manufacturing Process following the change of the purification equipment and shall, in cooperation with Thera, and subject to Section 2.4, obtain the approvals of the Regulatory Authorities in relation thereto.

2.3 Bachem shall be responsible for the work as defined in Schedule 2.3 and shall carry out such work at its facilities in Torrance, California in accordance with Quotation number 67949 (the "**Quotation**") attached hereto as Schedule 2.3 and the Quality Agreement. Bachem shall commence the aforementioned work upon receipt of a written purchase order by Thera. Thera shall issue such purchase order within [redacted] of the Effective Date of this Agreement for [redacted] validation lots. The [redacted] validation lot set forth in the Quotation is not yet scheduled. For greater certainty, notwithstanding the general terms and conditions referenced in the Quotation, the Quotation shall be governed by the terms of this Agreement.

2.4 Should any work which is not provided for in the Quotation, or which was not ordered by Thera, be required in order to obtain Regulatory Approval for the [redacted] Net Lot Manufacturing Process, the Parties shall work together in good faith and Bachem shall use commercially reasonable efforts to proceed with any subsequent requirements, including any subsequent validation lots agreed to in writing by the Parties, in a timely manner. Bachem shall not be responsible to Thera for any refusal or delay in obtaining such Regulatory Approval, after the manufacture of only [redacted] validation lots, provided that such refusal or delay is not attributable to the gross negligence of Bachem. The Parties agree that the [redacted] validation lot provided for in the Quotation is optional and Thera shall not be obligated to order or purchase the [redacted] validation lot. Should Thera decide to order the [redacted] validation lot, the cost thereof will be the cost set forth in the Quotation. The cost for any subsequent requirements shall be billed to Thera with additional costs agreed upon between the Parties beforehand in separate quotations and Firm Orders.

ARTICLE 3
MANUFACTURING OF ACTIVE INGREDIENT

3.1 During the Term of this Agreement, Bachem and any Affiliate thereof shall manufacture and sell the Active Ingredient exclusively to Thera and its Permitted Assignees, in accordance with the [redacted] Net Lot Manufacturing Process. This

exclusivity shall be effective as of the Effective Date and shall continue for the Term, provided that, beginning in the Calendar Year 2025 (beginning on January 1, 2025), Thera must meet its Minimum Purchase Obligations, as that term is defined below. In the event that a [redacted] validation lot is required by the FDA, it is understood between the Parties that said validation lot shall be sufficient to meet the Minimum Purchase Obligation for the Calendar Year 2025.

3.2 Subject to the terms and conditions contained herein, Thera shall Purchase from Bachem, during each Calendar Year (beginning in Calendar Year 2025 and ending the last full Calendar Year of the Term), a minimum quantity of [redacted] of Active Ingredient (hereinafter the "**Minimum Purchase Obligation**"). Notwithstanding the foregoing, Thera shall have the right to purchase the Active Ingredient from third party suppliers.

3.3 The price for the Active Ingredient manufactured in [redacted] Net Lots shall be based on the prices described in Schedule 3.3 hereto. Thera shall purchase the total quantity of the produced Lot at the price per gram as it is defined in Schedule 3.3. Beginning on the first anniversary of the Effective Date, Bachem shall be permitted to increase the Price set forth in Schedule 3.3 [redacted] during the Term or any Renewal Term, upon [redacted] days written notice to Thera to take into account increases in costs to manufacture the Active Ingredient. In addition, in the event of a change in Specifications or Thera's increase in Lot quantities forecasted, or the development of manufacturing efficiencies, the Parties shall negotiate, acting reasonably and in good faith, to effect an adjustment of the price set forth in Schedule 3.3.

3.4 From the Effective Date, Thera shall furnish Bachem, on the first day of each Quarter, a [redacted] rolling forecast of the quantities of Active Ingredient that Thera intends to Purchase on a monthly basis during a Calendar Year. The quantities indicated in such rolling forecast shall be binding on Thera for the first [redacted] and a non-cancellable (except as otherwise stated in this Agreement) purchase order shall accompany the forecast (the "**Firm Order**"). Should Thera purchase quantities less than forecasted during the binding period, Thera agrees to still pay for the quantities forecasted for such period. The remaining quantities for the following [redacted] shall not be binding on Thera and shall be used by Bachem for planning purposes only.

3.5 Thera shall place with Bachem written purchase orders for the Active Ingredient to be delivered hereunder at least [redacted] months prior to the delivery date specified in each respective purchase order and shall request receipt confirmation by Bachem of the purchase order within [redacted] business days of sending each purchase order. The minimum quantity ordered per purchase order shall be Lot Net [redacted] of the Active Ingredient. These purchase orders shall be binding upon Thera provided Bachem accepts such purchase order and confirms in writing a targeted delivery date of the Active Ingredient ordered within [redacted] business days after its receipt of a written purchase order, provided that Thera has undertaken

reasonable efforts to ensure that Bachem has, in fact, received the purchase order. If Bachem does not confirm in writing the acceptance of a purchase order or does not confirm in writing the targeted delivery date, then the Firm Order shall no longer be binding on Thera and the purchase order shall be deemed not accepted. Any quantity of Active Ingredient purchased from another supplier shall be computed for the purposes of determining Thera's fulfillment of its Minimum Purchase Obligation; provided however, that only that quantity of the Active Ingredient purchased from another supplier that is less than or equal to the quantity comprising the Firm Order shall be computed for the purposes of determining Thera's fulfillment of its Minimum Purchase Obligation. Bachem shall use its Best Efforts to accommodate any reasonable requests by Thera to increase the quantity of Active Ingredient being subject to a purchase order accepted by Bachem.

3.6 Bachem shall prepare and maintain a Master Batch Record prior to manufacturing any commercial Lot, as set forth in the Quality Agreement.

3.7 Bachem shall perform, or cause to be performed, sample tests on each Lot of Active Ingredient manufactured pursuant to this Agreement before delivery to Thera. Each test report shall set forth the items tested, Specifications and test results in the Certificate of Analysis and Conformity (as defined in Section 1.1.11) for each Lot. Bachem shall send to Thera, a complete copy of the Executed Master Batch Record for each Lot manufactured as soon as it is available after Bachem's Quality Assurance review. The Certificates of Analysis and Conformity for each Lot manufactured shall be sent to Thera prior to the delivery of any manufactured Lot. Thera Quality Assurance will make all appropriate Best Efforts to review the Certificates of Analysis and Conformity as soon as possible, but in no event later than [redacted] business days of its receipt. If Thera Quality Assurance fails to review and confirm to Bachem the Certificates of Analysis and Conformity within that [redacted] business day's timeline, Bachem shall invoice the balance remaining for the Lot and, upon Thera's written request, either ship the Lot of Active Ingredient or transfer the Lot of Active Ingredient to customer warehouse, a CMP controlled storage area at Bachem's facility, until Thera's review of the Certificate of Analysis and Conformity is complete. A state sales tax shall also be invoiced to Thera if the Active Ingredient remains stored at Bachem's facility beyond [redacted] calendar days from the date Thera receives the Certificate of Analysis. For reasons of clarity, the Parties acknowledge and agree that the timelines for delivery of Active Ingredient indicated in quotations and Firm Orders relate to the date when a Lot is released by Bachem quality assurance and ready for shipment, independent of Thera's review of manufacturing documents.

3.8 Upon either Party's discovery that a Lot of Active Ingredient does not conform to the Specifications, or that the release documentation, including the Certificate of Analysis and Conformity and any Executed Batch Record, does not comply with cGMPs or Applicable Laws, or does not contain the quantity of Active Ingredient being subject to a purchase order accepted by Bachem, other than normal weighing variance as per scale precision, the discovering Party will immediately notify the

other Party of such failure to meet the Specifications, the cGMPs or the Applicable Laws, or the shortage in quantity, as the case may be, and of the nature of such failure or shortage in detail, including, but not limited to, supplying the other with all investigatory reports, data, and communications, out-of-specification reports and data and the results of all outside laboratory testing and conclusions, if any. In such case, the Parties shall investigate the claims and determine corrective actions, according to the Quality Agreement. Bachem agrees to replace units of Active Ingredient that are confirmed to fail to meet Specifications due to defective manufacture, storage, packaging, labeling or handling of such units by Bachem prior to delivery to Thera pursuant to Section 3.11. For reasons of clarity, Bachem shall not be obliged to replace a Lot of Active Ingredient if the Specifications are met and only the bioassay fails.

3.9 Lots of Active Ingredient shall be ready for delivery once the Quality Assurance Department of Bachem has confirmed that the Lots conform to Specifications and that the manufacturing of the Lots complies with cGMPs and Applicable Laws.

3.10 Bachem shall be responsible for taking quality control stability samples in support of the regulatory filings for the Active Ingredient, testing stability samples on a timely basis, and providing Thera with all reports and data generated therefrom. Upon learning of a stability test failure, Bachem shall notify Thera as set forth in the Quality Agreement. Bachem shall implement a stability program as described in the Quotation. For the avoidance of doubt, any stability testing required will be ordered by Thera, as described in the Quotation and be billed to Thera by Bachem with agreement on pricing reached before initiation of the study.

3.11 Delivery terms shall be [redacted] Bachem manufacturing site. For avoidance of doubt, [redacted] means that Bachem is responsible for [redacted]. Thera assumes [redacted]. Thera shall bear all freight charges and associated duties, taxes and clearance charges, if any.

3.12 Payment shall be made by cheque or by wire transfer to Bachem in accordance with this Section 3.12. The Parties agree that within [redacted] days of Bachem's acceptance of a Purchase Order and issuance of an invoice, Thera shall pay to Bachem an advance payment equal to [redacted] of the price for the Lots of Active Ingredient set forth in the accepted Purchase Order (the "**Advance Payment**"). Final invoices for the balance of [redacted] shall be prepared by Bachem in accordance with Section 3.7. The balance shall be paid by Thera within [redacted] days following receipt by Thera of each of the Certificate of Analysis and Conformity and an invoice for the Lots of Active Ingredient. Notwithstanding anything to the contrary herein, payment for the validation lots shall be made in accordance with the line items in the Quotation. Each Advance Payment and the balance of [redacted] shall be based on the corresponding line items in the Quotation.

3.13 Bachem represents and warrants that each lot of Active Ingredient manufactured by Bachem and sold to Thera pursuant to this Agreement will meet the Specifications for such Active Ingredient in effect at the time title to such Active Ingredient passes from Bachem to Thera. Subject to Section 5.7, Thera may amend such Specifications from time to time only with the prior written consent of Bachem, which consent shall not be unreasonably withheld.

3.14 Bachem shall ensure that it has sufficient manufacturing capacity to enable Thera to fulfill, in each Calendar Year, Thera's Minimum Purchase Obligation.

3.15 The Bachem facilities shall be maintained in accordance with cGMPs and Applicable Laws as set forth in the Quality Agreement.

3.16 Bachem represents and warrants that all Active Ingredient will be manufactured and released in conformity with the [redacted] Net Manufacturing Process, cGMPs and Applicable Laws.

3.17 Bachem makes no other warranties or representations of any other kind, including but not limited to any warranty of merchantability or fitness of the Active Ingredient for any purpose or use.

3.18 Thera shall be responsible for all costs associated with any recalls or market withdrawals, whether voluntary or involuntary, of the Active Ingredient or any Finished Product, provided however that Bachem shall reimburse Thera for all reasonable and documented costs (including, without limitation, replacement costs for recalled or withdrawn Active Ingredient or Finished Product and costs associated with notifying customers, shipment of recalled Active Ingredient or Finished Product from customers and shipment of replacement Active Ingredient or Finished Product to those customers) incurred in connection with any recalls solely caused by (i) the failure of the Active Ingredient to meet Specifications, cGMPs or Applicable Laws, (ii) defective manufacture, storage, handling, labeling or packaging by Bachem, (iii) any breach by Bachem of any representation, warranty or covenant contained in this Agreement, or (iv) the willful misconduct or negligence of Bachem. In the event that fault for the failure which initiates the recall is split between Bachem and Thera, the Parties shall negotiate in good faith to allocate the costs of the recall according to the allocation of fault.

3.19 Bachem shall maintain all manufacturing, packaging, analytical and stability records, all records of shipment, and all validation data relating to the Active Ingredient to the extent and for the time periods required by Applicable Laws with respect to the Active Ingredient.

3.20 Bachem shall, in accordance with the terms of the Quality Agreement, advise Thera if an authorized agent of any Regulatory Authority visits the facilities where the Active Ingredient is being manufactured, to conduct an inspection concerning the

Active Ingredient and shall furnish to Thera all material information supplied to, or supplied by, such Regulatory Authority.

3.21 Thera and Bachem shall, pursuant to the terms of the Quality Agreement send and make available, or cause to be sent or made available, to each other, regulatory correspondence directly related to the Active Ingredient or Finished Product (to the extent directly related to the Active Ingredient) or any order, request or directive of any court or Regulatory Authority concerning the withdrawal of Active Ingredient or Finished Product (to the extent directly related to the Active Ingredient), and correspondence bearing on the safety and efficacy of the Active Ingredient or Finished Product (to the extent directly related to the Active Ingredient). Bachem shall cooperate with Thera in the event of any recall or withdrawal of the Active Ingredient or Finished Product and provide such reasonable assistance in connection therewith as Thera may reasonably request. All other regulatory correspondence or order, request or directive of any court or Regulatory Authority which could have a material adverse effect on the manufacture of the Active Ingredient or the Finished Product shall be sent or made available, or cause to be sent or made available, to each other in accordance with the terms of the Quality Agreement.

3.22 Pursuant to a reported complaint and/or adverse drug event, if the nature of the reported complaint and/or adverse drug event requires testing, Bachem will, at Thera's reasonable request, perform analytical testing of corresponding retention samples, except for the bioassay, and provide the results thereto to Thera as soon as reasonably practicable; provided, however, that Bachem shall be responsible for the reasonable costs of such testing, except for the bioassay test, and reporting to the Regulatory Agency if it is determined that Bachem is responsible for such reported complaint and/or adverse drug event.

3.23 In the event that the sale or manufacture of the Active Ingredient is suspended or halted further to a decision of a Regulatory Authority while a purchase order accepted by Bachem is outstanding, Thera shall have the right to cancel such purchase order. Upon cancellation, Bachem shall not commence the manufacturing of any Lot and shall cease manufacturing any Lot of Active Ingredient. Thera's only liability shall be to pay to Bachem the Manufacturing Cost incurred by Bachem in relation to the Lots being manufactured which are subject to such cancellation. No Manufacturing Cost shall be payable to Bachem if it is determined that Bachem is responsible for the issuance of such suspension or halt.

3.24 At the end of the Term, Bachem shall immediately terminate production of the Active Ingredient and shall transfer to Thera, at Thera's expenses, all normal and reasonable inventory of Active Ingredient and all normal and reasonable inventory of raw materials and packaging components on hand that are procured specifically for the Active Ingredient. Thera hereby agrees to accept such transfer and pay for the inventory at the price in effect at that time between the Parties, and the raw materials and packaging components at their acquisition cost, plus any costs

associated with testing, storage, handling or delivery to Bachem including, without limitation, freight charges and associated duties, taxes and clearance charges and Bachem shall provide to Thera the original invoices as evidence of the costs.

3.25 During the [redacted] Net Lot Manufacturing Process, Bachem shall keep Thera informed of any difficulty, irregularity or problem that may have an adverse effect on the Specifications in accordance with the provisions of the Quality Agreement, and on changes pertaining to the volume of Active Ingredients ordered or the delivery date of the Active Ingredients. If the information communicated by Bachem to Thera relates to:

3.25.1 the failure by Bachem to meet the Specifications for a lot of Active Ingredient, notwithstanding Section 3.2 herein, Thera shall have the right to retain the services of another supplier to manufacture a Lot of Active Ingredient and the quantity of Active Ingredient manufactured by such supplier shall be included as forming part of Thera's Minimum Purchase Obligation. The right of Thera to retain the services of another supplier shall not be deemed a waiver of its other rights under this Agreement or at law against Bachem and no money shall be owed by Thera to Bachem in connection with the Lot of Active Ingredient that does not meet the Specifications;

3.25.2 the failure by Bachem to meet the volume of Active Ingredient ordered, notwithstanding Section 3.2 herein, Thera shall have the right to retain the services of another supplier to manufacture a Lot of Active Ingredient for the quantity of Active Ingredient that Bachem is unable to deliver and the quantity of Active Ingredient manufactured by such supplier shall be included as forming part of Thera's Minimum Purchase Obligation. Thera shall only pay Bachem for the Grams delivered. Thera's rights hereunder shall not be deemed a waiver of its other rights under this Agreement or at law against Bachem;

3.25.3 the failure by Bachem to meet the delivery date of the Active Ingredient, then Thera shall have the right to reschedule a delivery date for the Active Ingredient being subject to a purchase order accepted by Bachem and Thera shall remain liable to Bachem for the payment of the Lot of Active Ingredient upon delivery thereof on the rescheduled delivery date. Furthermore, Thera shall have the right to retain the services of another supplier to manufacture a lot of Active Ingredient and the quantity of Active Ingredient manufactured by such manufacturer shall be included as forming part of Thera's Minimum Purchase Obligation, provided, however, that Bachem's failure to meet the delivery date was solely within the control of Bachem. Thera's rights hereunder shall not be deemed a waiver of its other rights under this Agreement or at law against Bachem.

3.26 The Drug Master File regarding the Manufacturing of the Active Ingredient at Bachem's facilities shall be the sole and exclusive property of Bachem and shall be

deemed Confidential Information. The Drug Master File may not be sold, transferred, assigned or disclosed to a Person unless Thera consents in writing to such sale, transfer, assignment or disclosure. Bachem shall provide Thera with a copy of the applicant's part of the Drug Master File and, shall file and maintain such Drug Master File with the Regulatory Authorities free of charge, during the Term of this Agreement. Thera agrees to pay the annual fees and maintenance costs associated with the Drug Master File during any [redacted] period where [redacted] purchases are forecasted. Bachem will authorize the Regulatory Authorities to review the Drug Master File or other pertinent information in support of a product submission filed by Thera, a successor thereof, a partner or a licensee containing the Active Ingredient. Bachem shall respond to regulatory inquiries in compliance with the timelines presented by the Regulatory Authorities.

ARTICLE 4
OWNERSHIP AND LICENSES

4.1 Bachem shall retain and own all title and interest in Bachem's Know-how and its patents owned by Bachem at the Effective Date ("Bachem Background Intellectual Property"). Thera shall not have a license to and Thera shall not use Bachem's Background Intellectual Property.

4.2 Thera shall retain and own all title to and interest in Thera's Know-how, Thera's Trade Secrets and its patents owned by Thera at the Effective Date ("Thera's Background Intellectual Property"). During the Term of this Agreement, Thera grants Bachem a royalty-free non-exclusive license to use Thera Know-How for the purposes of this Agreement. Bachem agrees not to use or exploit the Thera Know-How for any other purpose than as set forth in this Agreement. Bachem shall not have the right to grant sublicenses and make any publication in any form of the Thera Know-How without the prior written consent of Thera.

4.3 Any manufacturing improvements or modifications, whether patentable or not, that are newly conceived or reduced to practice in the course of the performance of this Agreement and are not included in either Bachem Background Intellectual Property or Thera's Background Intellectual Property shall be considered to be "New Intellectual Property."

4.4 New Intellectual Property shall be assigned to, and Thera shall be the owner of New Intellectual Property if the New Intellectual Property is specific to the Active Ingredient or if based on Thera Know-how or Trade Secrets, whether patentable or not ("Thera New Intellectual Property"). During the Term of this Agreement, Thera herewith grants to Bachem a worldwide, royalty-free, non-exclusive, non-sublicensable, non-transferable license to use the Thera New Intellectual Property solely for the purposes of this Agreement.

4.5 New Intellectual Property shall be assigned to, and Bachem shall be the owner of any New Intellectual Property if the New Intellectual Property has broad applicability to similar molecules or peptide manufacturing, or is based on Bachem Know-how ("Bachem New Intellectual Property"). Bachem herewith grants to Thera a worldwide, royalty-free, perpetual, irrevocable, non-exclusive license, with the right to grant a sub-license for the Bachem New Intellectual Property, provided however that Thera shall use such licensed Bachem New Intellectual Property solely to the extent necessary to manufacture and release the Active Ingredient or to have the Active Ingredient manufactured and released by a sub-licensee on behalf of Thera.

ARTICLE 5
COVENANTS

5.1 Bachem shall manufacture the Active Ingredient at its facilities in Torrance, California.

5.2 During the Term of this Agreement, the Parties agree not to directly or indirectly solicit, recruit or otherwise seek to induce any employee of the other Party to terminate their employment or violate any agreement with or duty to the other Party.

5.3 Bachem agrees to collaborate with Thera and provide Thera with any documentation necessary in the filing of an investigational new drug application, new drug submission or application with a Regulatory Authority Filings outside of the US, EU or Canada shall be mutually agreed to, and unforeseeable costs should be borne by Thera.

5.4 During the Term of this Agreement, Bachem shall maintain an appropriate inventory system in place and shall, upon Thera's request, provide an inventory report of the Active Ingredient.

5.5 During the Term of this Agreement and thereafter, for the period required by Applicable Laws during which Bachem shall keep documentation and records relating to the manufacture of the Active Ingredient, upon Thera's reasonable request, Bachem [redacted] in relation to such inventory count and access.

5.6 Bachem shall maintain the Active Ingredient in a cGMP storage area and shall limit the access to the Active Ingredient to its authorized personnel only.

5.7 In the event a Regulatory Authority having jurisdiction in a country where Thera sells or markets a Finished Product requires any change to the [redacted] Net Lot Manufacturing Process and/or the Specifications, Bachem shall use commercially reasonable efforts to make the required changes so long as such changes do not

conflict with cGMPs. In the event amendments are required to the [redacted] Net Lot Manufacturing Processes and/or the Specifications, Thera and Bachem shall agree on appropriate amendments or supplements and shall incorporate or include such amendment or supplement in or as part of the Master Batch Record. In the event that any changes described significantly influence the cost of manufacturing, Bachem and Thera shall negotiate in good faith to adjust pricing. Thera agrees to use reasonable efforts to limit the demand of a Regulatory Authority in connection with any required changes to the [redacted] Net Lot Manufacturing Process and /or the Specifications; provided, however, that Thera makes no representation and provides no warranty in connection with such efforts.

5.8 Bachem shall not be entitled to subcontract any of its obligations under this Agreement, except with respect to its purchase of the raw materials to manufacture the Active Ingredient and with respect to its subcontracting of certain analytical services.

5.9 Bachem shall follow the instructions of Thera in connection with the packaging, handling, labeling and shipping of the Active Ingredients to Thera's designated warehouse(s) as set forth in Schedule 5.9.

ARTICLE 6
QUALITY AUDITING

6.1 Thera, or any other Person designated by Thera subject to the confidentiality provisions of this Agreement or similar provisions of a confidentiality agreement executed with Bachem, shall be allowed to conduct audits of Bachem facilities in accordance with the terms of the Quality Agreement.

6.2 Any dispute of the audit responses relating to the quality systems of Bachem that cannot be resolved by the Parties in accordance with the Quality Agreement will be submitted to arbitration pursuant to the terms of Section 14. Until settlement of a dispute, Thera shall be entitled to have Lots of Active Ingredient manufactured by another supplier without being in breach of any provision of this Agreement. In the event the arbitration ruling is entirely in favour of the Bachem position, the entire quantity of Active Ingredient ordered and delivered by another supplier shall be added to the Minimum Purchase Obligation of Thera hereunder during the Calendar Year in which the ruling was issued if the ruling is issued on or before June 30 and during the following Calendar Year if the ruling is issued after June 30.

ARTICLE 7
CONFIDENTIALITY

7.1 The Parties hereby agree that any Confidential Information provided to the Recipient by the Disclosing Party hereunder shall remain the exclusive property of the Disclosing Party.

7.2 The Recipient agrees that it will maintain all Confidential Information in strict confidence and that it will not permit the Confidential Information in its possession to be disclosed to any third party or used for any purpose not agreed upon by the Parties.

7.3 Notwithstanding the above, any details relating to the conclusion of this Agreement, including, technical or financial information contained in this Agreement, may only be disclosed by a Party to a third party with the prior written consent of the other Party which shall not be unreasonably withheld.

7.4 The Recipient shall not permit any employee, director, officer, agent, representative or Affiliate to have access to the Confidential Information unless such employee, director, officer, agent, representative or affiliate (a) needs to know the Confidential Information for the purposes of this Agreement, (b) has been informed of the confidential nature of the Confidential Information, and (c) agrees to act in accordance with the terms and conditions set out in this Article.

7.5 The Confidential Information shall not be reproduced in any form without the permission of the Disclosing Party in writing, except as required for the execution of activities agreed upon between the Parties.

7.6 In the event that the Recipient is required under Applicable Laws or a legal process to disclose any of the Confidential Information, the Recipient shall provide the Disclosing Party with prompt notice of any such requirement to allow the Disclosing Party to seek an appropriate protective order and/or waive compliance with the provisions of Section 7.2. The Parties agree that if the Disclosing Party does not obtain a protective order or does not provide the Recipient with a waiver and the Recipient is, nonetheless, compelled to disclose the Confidential information to any competent judicial Authority, or else to be liable for contempt or suffer other penalty, the Recipient may disclose only that portion of the Confidential Information which it is legally required to such tribunal without liability hereunder; provided, however, that Recipient gives the Disclosing Party advance written notice of the Confidential Information to be disclosed as far in advance of its disclosure as is practical and, at the Disclosing Party's request, seek to obtain assurances that it will be granted confidential treatment. Bachem acknowledges that this Agreement will be filed with securities regulatory authorities having jurisdiction over Thera business and affairs including on SEDAR and EDGAR. Prior to such filing, Thera undertakes to submit to Bachem a redacted form of this Agreement. Bachem shall have ten (10) business days to review such redacted version. Failure by Bachem to notify Thera that it desires to make changes to the redacted version within such ten (10) business days shall allow Thera to file such redacted version with such securities regulatory authorities. If Bachem has comments on the proposed redacted version, the Parties shall cooperate to allow Thera to proceed with its regulatory filings.

7.7 Upon termination of this Agreement, in whole or in part, the Recipient shall, upon request, forthwith return to the Disclosing Party all Confidential Information of the

Disclosing Party in the possession of the Recipient and execute a certificate attesting the complete return of the Confidential Information, except with respect to one copy which may be retained on file in a secure location for the purposes of compliance with applicable archiving obligations and/or determining obligations related to such Confidential Information. Notwithstanding the foregoing, the Disclosing Party acknowledges that the Recipient may maintain back up of documents held on its computer systems in accordance with its normal IT systems policy.

ARTICLE 8
INSURANCE

Throughout the Term and for a period of [redacted] years thereafter, Bachem shall obtain and maintain comprehensive general liability insurance (including broad form general liability, completed operations and products liability, warehousing liability, blanket contractual liability and broad form property damage liability) with limits of not less than [redacted] combined single limit for bodily injury and property damage liability per occurrence and [redacted] annual aggregate. With respect to all insurance coverage required under this clause: (i) Bachem shall, promptly upon Thera's request, furnish Thera with certificates of insurance evidencing such insurance; and (ii) all policies shall include provisions for at least thirty (30) days' prior written notice of any material change or cancellation (whether for non-payment or otherwise).

ARTICLE 9
INDEMNIFICATION

9.1 To the fullest extent permitted by law, and except to the extent Thera is obligated to indemnify Bachem under Section 9.2 herein, Bachem shall indemnify and hold harmless Thera and its Affiliates, and their respective directors, officers, employees, consultants, agents, customers, successors and assigns from and against all suits, claims, losses, demands, liabilities, damages, costs and expenses (collectively, the "**Liabilities**") in connection with any claim, charge, suit, demand, action, inspection or proceeding of any kind made or brought by any third party (a "**Third Party Claim**"), including any Regulatory Authority and any customer or licensee, to the extent that such Liabilities arise from or relate to: (a) Bachem's failure to follow and execute or to manufacture, handle, test, label, or store the Active Ingredient in accordance with the Quality Agreement or the Specifications, (b) the negligence, recklessness or willful misconduct of Bachem, its employees, suppliers or agents, (c) Bachem's failure to manufacture the Active Ingredient in accordance with cGMPs, (d) Bachem's failure to comply with all Applicable Laws, regulatory filings applicable to its performance under this Agreement, or (e) breach by Bachem or its suppliers or agents of any representation, warranty, covenant or agreement made by Bachem contained in the Agreement.

9.2 To the fullest extent permitted by law, and except to the extent that Bachem is obligated to indemnify Thera under Section 9.1 herein, Thera shall indemnify and hold harmless Bachem and its Affiliates, and their respective directors, officers, employees, consultants, agents, successors and assigns from and against all Liabilities in connection with any Third Party Claim to the extent that such Liabilities arise from or relates to: (a) the use or sale of the Finished Product containing the Active Ingredient (b) breach by Thera, or its agents of any representation, warranty, covenant or agreement made by Thera contained in the Agreement.

9.3 A Party that intends to claim indemnification under this Article 9 ("**Indemnified Party**") shall promptly notify the other Party (the "**Indemnifying Party**") of any Liability in respect of which the Indemnified Party intends to claim such indemnification, and the Indemnifying Party shall have the right to participate in, and, to the extent the Indemnifying Party so desires, to assume the defence thereof with counsel selected by the Indemnifying Party; provided, however, that an Indemnified Party shall have the right to retain its own counsel, with the fees and expenses to be paid by the Indemnifying Party, if representation of such Indemnified Party by the counsel retained by the Indemnifying Party would be inappropriate due to actual or potential differing interests between such Indemnified Party and any other party represented by such counsel in such proceedings or if Indemnifying Party fails to act under this Section 9.3 in a reasonably timely manner. The Indemnifying Party shall not, without the Indemnified Party's prior consent (such consent not to be unreasonably withheld, delayed or conditioned) enter into any compromise or settlement that involves equitable or other non-monetary relief in respect of any Liability. The Indemnified Party shall not, without the prior consent of the Indemnifying Party (such consent not to be unreasonably withheld, delayed or conditioned) enter into any compromise or settlement or any voluntary consent judgment in respect of any Third Party Claim, and the Indemnified Party shall use reasonable efforts to mitigate losses arising from any Third Party Claim. Each of the Indemnifying Party and Indemnified Party shall not make any admission of liability in respect of any Third Party Claim without the prior consent of the other party, such consent not to be unreasonably withheld, delayed or conditioned. The failure to deliver notice to the Indemnifying Party within a reasonable time after the commencement of any such action shall not relieve the Indemnifying Party from any obligation under this Section 9.3 unless (and then only to the extent that) the Indemnifying Party is prejudiced thereby. The Indemnified Party, its employees and agents, shall at the Indemnifying Party's expense cooperate fully with the Indemnifying Party and its legal representatives in the investigation of any action, claim or liability covered by this indemnification.

ARTICLE 10
TERM AND TERMINATION

10.1 This Agreement will begin as of the Effective Date above and shall continue in full force and effect for a period of [redacted] years (the "**Initial Term**"). Upon mutual agreement by both Parties, this Agreement may be extended for one additional [redacted] term (the "**Renewal Term**") (the Initial Term and the Renewal Term, collectively the "**Term**"). Either Party's request to renew shall be provided to the other Party in writing at least [redacted] days prior to the termination of the Initial Term.

10.2 In the event of a material breach of any provision of this Agreement, the Party that is not in breach of the Agreement (the "**Non-Breaching Party**") shall have the right to terminate this Agreement immediately upon written notice to the Party being in breach (the "**Breaching Party**") of the Agreement if the Breaching Party fails to remedy a breach within [redacted] days following receipt of a written notice from the Non-Breaching Party specifying the material breach with reasonably sufficient particulars. In the event of termination by Thera in accordance with this Section 10.2, Thera shall have no obligations including for the payment of any Firm Order.

10.3 Either Party may terminate this Agreement on notice to the other Party in the event the other Party becomes the subject of a petition filed for relief under any bankruptcy or insolvency law, which is not dismissed within [redacted] days of its filing; any general arrangement with its creditors; any liquidation, termination or cessation of its business.

10.4 Thera shall have the right to terminate this Agreement upon a [redacted] month prior written notice to Bachem in the event of a Change of Control of Thera.

10.5 Thera shall have the right , without penalty, including for the payment of any Firm Order, to terminate this Agreement upon written notice to Bachem in the event that (i) the [redacted] Net Lot Manufacturing Process is not validated, (ii) in the event FDA approval is not obtained for any change to the [redacted] Net Lot Manufacturing Process or (iii) a Regulatory Authority causes the withdrawal from the market of the Finished Product, provided that, in the case of (i) and (ii) above, there have been three validation lots produced.

10.6 Except as otherwise expressly provided in this Agreement, termination of this Agreement for any reason, shall not extinguish the unpaid obligations of any Party that accrued prior to the effective date of termination, including all payment obligations subject to a Firm Order. In the event of termination in accordance with Section 10.2., 10.3, and 10.5, Thera shall have the right to [redacted]. The obligations of both Parties with respect to confidentiality under Article 7 hereof shall survive termination of this Agreement for any reason for an indefinite period.

ARTICLE 11
FORCE MAJEURE

Each of the Parties shall be excused from the performance of its obligations hereunder, in the event that such performance is prevented by force majeure, provided that each of the Parties shall use its Best Efforts to complete such performance by other means. For the purpose of this Agreement, force majeure is defined as follows: causes beyond the control of Thera or Bachem, including but not limited to, acts of God; acts, regulations or laws of any government; war; civil commotion; destruction of production facilities or materials by fire or storm; epidemic, pandemic, and failure of public utilities.

ARTICLE 12
NOTICES

12.1 Any payment, notice or other written communication, including a purchase order, (a "**Notice**") required or permitted to be made or given hereunder may be made or given by either Party by email at the address mentioned below; by first-class mail (postage prepaid) or by air courier to the mailing address set out below or to such other respective addresses as either Party shall designate to the other Party, by Notice, provided that such Notice shall be effective only upon receipt thereof. Notices shall be deemed to have been received: (i) if mailed, seven (7) days after being dispatched by mail, postage prepaid; (ii) if sent by air courier, three (3) days after delivery to the air courier company; or (iii) if sent by email, on the day on which such email was sent if such day is a business day for the recipient or on the first business day next following its transmission if the email was sent on a day that is not a business day for the recipient. For the purposes of this Article, in the case of Notices sent to Thera, "**business day**" shall mean every day of a week, other than Saturdays, Sundays and statutory holidays in the Province of Quebec, from 8:30 am to 5:00 pm (Eastern Time); and, in the case of Notices sent to Bachem, "**business day**" shall mean every day of a week, other than Saturdays, Sundays and statutory holidays in the State of California, from 8:30 am to 5:00 pm (Pacific Time).

12.2 Notices sent to either Party shall be sent to the following address:

If to Thera: Theratechnologies Inc.
2015 Peel Street, Suite 1100
Montréal, Quebec
Canada, H3A 1T8

Attention: General Counsel and Corporate Secretary
Email: [redacted]

If to Bachem: Bachem Americas Inc.
3132 Kashiwa Street
Torrance, California 90505
U.S.A.

Attention: President and COO
Email: [redacted]

ARTICLE 13
LIMITATIONS OF LIABILITY

Except as required by Applicable Law, each Party's obligations under Article 7 (Confidentiality) and Article 9 (Indemnification) or due to a Party's reckless acts or omissions or wilful misconduct, neither Party shall be liable to the other, whether based on contract law; torts or any other area of law, for loss of income, loss of profit, or any indirect or consequential loss, cost or damages arising out of or in any way related to this Agreement or its performance. The maximum total liability of Bachem whether based on contract law, torts or any other area of law shall be [redacted]

ARTICLE 14
ARBITRATION

Any dispute between the Parties arising under this Agreement, including its interpretation, shall be conclusively settled by the submission of the dispute to arbitration. Arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") The arbitration shall take place in the English language, in New York County, New York, New York, United States of America before an arbitral tribunal consisting of one arbitrator selected by the Parties pursuant to the rules and procedures of the AAA. The cost of the arbitration, other than attorney's fees and expenses, shall be shared equally among the Parties and each Party shall pay its own legal fees.

ARTICLE 15
FINAL PROVISIONS

15.1 This Agreement shall be binding upon and enure to the benefit of the Parties hereto, their successors and permitted assigns.

15.2 This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings in connection therewith. It may not be changed nor modified orally, but only by agreement in writing signed by a duly authorized representative of each of the Parties hereto.

15.3 Each of the Parties upon the request of the other shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to effect complete consummation of the transactions contemplated by this Agreement.

15.4 Nothing contained herein shall constitute or create a partnership among, or a joint venture by, all or any of the Parties.

15.5 Neither failure nor delay by either Party to exercise any right or remedy provided in this Agreement or by statute, or law shall operate as a waiver of such right or remedy, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise of any other right or remedy. The rights and remedies set forth in this Agreement are cumulative and enforcement of one right or remedy shall not preclude subsequent enforcement of the same or other rights and remedies provided in this Agreement or at law.

15.6 This Agreement and all rights and obligations hereunder shall not be assigned in whole or in part by either Party to any third party without the prior written consent of the other; provided, however, that Thera shall be entitled to assign this Agreement in whole only without the prior written consent of Bachem to a Related Party or in the event of a Change of Control of Thera and provided further that Bachem shall be entitled to assign this Agreement in whole only without the prior written consent of Thera in connection with the sale of all or substantially all of the entire company. The Party having assigned this Agreement shall be relieved from any obligation hereunder. In the event Thera assigns this Agreement, Thera shall continue to have the right to order from Bachem the manufacture of Active Ingredients pursuant to the prices set forth in Schedule 3.3.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in two counterparts by their duly authorized representatives as of the day and year first set forth above.

THERATECHNOLOGIES INC.

Per: /s/ John Leasure
John Leasure
Global Commercial Officer

Per: /s/ Philippe Dubuc
Philippe Dubuc
Senior Vice President and CFO

Per: /s/ Paul Levesque
Paul Levesque
President & CEO

BACHEM AMERICAS INC.

Per : /s/ Anne-Katrin Stoller
NAME: Anne-Kathrin Stoller
TITLE: President & COO

Per : /s/ Christopher J. McGee
NAME: Christopher J. McGee
TITLE: VP & Head, Global Business Development

SCHEDULE 1.1.35
QUALITY AGREEMENT

[redacted]

SCHEDULE 1.1.40
SPECIFICATIONS ACTIVE INGREDIENT [redacted] LOT

[redacted]

SCHEDULE 2.3
QUOTATION

SCHEDULE 3.3

PRICE FOR [redacted] NET LOTS

[redacted]

SCHEDULE 5.9
DESGINATED WAREHOUSE(S)

Exhibit 4.37

DATE : MARCH 1, 2020

EMPLOYMENT CONTRACT

BETWEEN: **THERATECHNOLOGIES INC.,** corporation governed by the Business Corporations Act (Quebec), having its head office at 2015, Peel Street, 11th floor, Montreal, Province of Quebec, H3A 1T8;

(the "**Employer**" or "**Thera**")

AND: **PAUL LÉVESQUE**, residing at [redacted]

(the "**Executive**")

WHEREAS:

1. The Employer is a publicly-listed company which conducts commercial-stage biopharmaceutical activities which include the marketing and commercialization of prescription products addressing unmet medical needs for people with orphan medical conditions, including those living with HIV, and research activities focused on specialized therapies addressing unmet medical needs in the HIV and oncology sectors;

2. The Employer wishes to retain the Executive for the position of President and Chief Executive Officer, and the Executive agrees to be retained as such; and

3. The Executive and the Employer (each a "**Party**" and, collectively, the "**Parties**") wish to enter into this employment contract (the "**Contract**") for the purpose of agreeing on the terms and conditions that will govern their employment relationship.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. DUTIES AND RESPONSIBILITIES OF THE EMPLOYEE AND EMPLOYMENT TERM

1.1. Position: The Executive is hired for the position of President and Chief Executive Officer of Thera.

1.2. Announcement: The Parties agree to publicly announce the Executive's nomination as President and Chief Executive Office of Thera on or around March 2, 2020.

1.3. Hierarchical Level and Functions: The Executive will report to the Board of Directors of Thera (the "**Board**"). The Executive will be responsible for coordinating, managing and overseeing Thera's general activities, including revenue growth from existing products, budgetary preparation for board approval, accountability for such budgets, clinical development for unmet medical needs, and opportunistic acquisitions of new products or assets, in addition to the functions normally associated with his position or any other functions that are assigned to him by the Board from time to time.

1.4. Commencement Date and Term: The Executive shall commence employment on April 6, 2020 (the "**Commencement Date**") for an indefinite period of time, subject to the provisions related to termination of employment set out below. The Commencement Date also constitutes the starting point for the calculation of the length of service for the purposes of this Contract.

1.5. Performance of Duties: The Executive agrees to perform his duties to the best of his ability and with loyalty and diligence, in the best interests of the Employer. The Executive must also safeguard the honor, dignity and reputation of Thera in its dealing with employees, shareholders, service providers and the public in general.

1.6. Evolving and Changing Business Needs: Depending on how its business needs evolve or change, the Employer may, from time to time, change the Executive's duties, tasks, title, hierarchical level and place of work, as well as the persons to whom he reports, and such changes shall not constitute a termination or breach of the Contract.

1.7. Exclusive Service: During the term of the Contract, the Executive undertakes to devote all his work time to the performance of his duties and to work exclusively for the Employer. The Executive shall not hold any other employment or engage in any other gainful activity (either for another employer, for his own business or as a self-employed worker or consultant) without the prior written consent of the Board. Thera shall permit the Executive to serve as a director on a single board of directors for a company that is not in conflict with Thera, provided he obtains the prior consent of Thera's Board, upon recommendation of the Nominating and Corporate Governance Committee.

1.8. Conflicts of Interest: The Executive shall disclose to the Board any existing or potential conflict of interest. If the Executive is unsure of the existence of a conflict of interest, he shall submit the matter to the Board who will, acting reasonably, make a decision in that regard. The Executive shall act in such a way as to avoid any conflict of interest.

1.9. Business Travel: The Executive agrees to make any trip that the Employer could reasonably ask the Executive to make for the purpose of performing his duties, including amongst others, United States and Europe.

2. COMPENSATION

2.1. Base Salary: The Employer shall pay to the Executive an annual salary of $775,000 (the "**Base Salary**"), less applicable deductions and withholdings. The Base Salary shall be paid in accordance with the Employer's payroll practices in effect at any time. The Base Salary shall be reviewed from time to time by the Employer. The Employer is under no obligation to increase the Base Salary upon such review. Any such increase is at the sole discretion of the Employer.

The Executive agrees that the Employer may effect compensation (offset) between his salary or any other amount owed to him by the Employer and any amount payable by him to the Employer.

2.2. Short-term Incentives: Upon recommendation by Thera's Compensation Committee, and subject to approval by the Board, the Executive may be eligible to receive an annual bonus of up to 75% (target) of his Base Salary throughout the term of his employment, provided that the Executive achieves his annual operational objectives and strategic achievements and he is still employed by Thera. For greater clarification, the Board may approve an annual bonus that is greater than the target amount of 75% of the Base Salary, in the case of exceptional performance. For the current financial year, the Executive shall be entitled to a bonus prorated based on his Commencement Date.

As mentioned, the decision to grant bonuses, and the amount of such bonuses shall take into consideration the achievement of certain annual operational objectives and strategic achievements set by the Board as well as other considerations such as, for instance, rewarding strong leadership that, in the opinion of the Board, assures Thera's success.

2.3. Stock Options: The following provisions shall apply with respect to stock options.

Long-term Incentives: The Executive shall be eligible to long-term incentives of up to 100% of his Base Salary, payable in the form of options issued in accordance with the terms and conditions stipulated in Thera's Share Option Plan (the "**Plan**") as determined annually by the Board. The number of options to be issued, if any, shall be determined on a price per option basis which will be calculated using the Black-Scholes option valuation model using assumptions in accordance with Thera's practice. The annual granting of options to the Executive is subject to approval by the Board, upon recommendation by Thera's Compensation Committee, and shall take into consideration the achievement of certain annual objectives set by the Board as well as other considerations to be determined in the discretion of the Board such as, for instance, rewarding strong leadership that, in the opinion of the Board, assures Thera's success.

Initial Grant of Options. Upon the Commencement Date, the Executive shall be entitled to a grant of approximately 330,000 options which shall automatically expire ten years after the date of grant and shall vest equally over a period of three years (1/3 per year) on the anniversary date of the date of grant. The exact number of options to be granted to the Executive as part of the initial grant shall be determined by dividing the Executive's Base Salary by the value of an option, calculated using the Black-Scholes option valuation model using assumptions in accordance with Thera's current practice. The exercise price of the options will be determined on the date of grant in accordance with the terms and conditions of the Plan.

Applicable Terms and Conditions. The conditions pertaining to the options are set forth in the Plan, a copy of which is attached hereto as Schedule "A". In addition the Board may at the time of grant of any option impose additional conditions for the exercise of option. The Employer has an absolute right to modify or discontinue the Plan at any time, and the Executive acknowledges that such modification or termination of the plan cannot be considered as a constructive dismissal.

2.4. Annual Stipend for Tax Advice, Private Medical Expenses or other Ancillary Matters: Upon presentation of appropriate receipts, the Employer will reimburse the Executive for the fees engaged, up to a maximum net amount of $12,000 per year, in respect of, among other, tax advisory services for income tax reporting in Canada and the United States, if applicable, and/or in respect of private medical expenses which are not covered by Thera's Group Benefit Plan or any other ancillary matter at the discretion of the Executive. For greater clarification, the Executive shall manage this benefit in a tax efficient manner with the assistance of Thera's accounting department, subject to the understanding that the annual after-tax benefit the Executive will receive is $12,000.

2.5. Registered Retirement Savings Plan (RRSP) Contributions: On a yearly basis, the Employer will pay for the Executive's maximum RRSP contribution, as determined by the competent Canadian tax authorities, including with respect to the 2020 fiscal year.

2.6. Benefits: The Executive shall be eligible to participate in the Thera Group Benefit Plan, as amended from time to time, subject to the terms and conditions set forth therein. The Employer reserves the right to modify, replace or discontinue, in whole or in part, the benefits associated with such plan, without any notice or any indemnification whatsoever for the Employee. The Executive acknowledges having received and read a copy of the Thera Group Benefit Plan.

2.7. Vacation: Starting from the Commencement Date, the Executive shall be entitled to annual paid vacation of five (5) weeks. The reference year for accrual of vacation is December 1 to November 30. Vacation must be taken based on the Employer's business needs and must be submitted for approval by the Chairperson of the Board as soon as possible. Vacation may not be accumulated or carried forward from one year to the next, except to the extent permitted by law. Upon termination of his employment, the Executive shall be paid for any vacation accrued but unused.

3. EXPENSES

3.1. Expense account: The Executive shall reimburse the Employee, upon presentation of relevant documents, any reasonable expenses incurred by the Executive in carrying out his duties, in accordance with the Employer's policies and procedures related to such expenses, as such policies and procedures may be revised by the Employer in its sole discretion from time to time.

3.2. Reimbursement of Moving Fees: The Employer shall reimburse the Executive for reasonable fees and expenses incurred by the Executive to relocate his household effects from the Executive's apartment in New York City (NY) to Montréal (QC). The Executive shall submit to the Employer, for review and approval, a summary of estimated moving expenses before any such expenses are incurred. All moving expenses shall be accounted for and the receipts for such expenses shall be provided to the Employer.

3.3. New York City Dwelling: The Employer shall reimburse the Executive for all reasonable expenses relating to the cost of terminating the lease of the Executive's apartment in New York City, or the Employer will pay for the remainder of the term of the lease, whichever is lower. The Executive will provide the Employer with the relevant details regarding his lease in writing.

4. APPOINTMENT TO THE BOARD OF DIRECTORS

4.1. The Executive will be appointed as a member of the Board. No additional compensation will be payable for the Executive's position as a director of Thera.

4.2. The Employer will maintain directors' and officers' insurance covering the Executive, the details of which will be provided under separate cover.

5. POLICIES, RULES AND PROCEDURES

5.1. As a condition of employment, the Executive agrees that he will comply with all of the Employer's policies, rules and procedures in effect, as adopted or modified from time to time.

5.2. The Executive agrees to follow all guidelines and instructions that the Employer may provide to him, subject to applicable laws.

5.3. The Employer reserves the right to implement new policies, rules or procedures it deems appropriate for the management of its working relationships.

6. TERMINATION OF THE CONTRACT (TERMINATION OF EMPLOYMENT)

6.1. Either party may terminate the Contract and, as a result, terminate the Executive's employment as follows:

6.1.a) Termination by the Executive (resignation): The Executive may terminate this Contract and his employment at any time and for any reason whatsoever by giving the Employer prior written notice of no less than four (4) weeks before the date of such termination (resignation). The Employer reserves the right to waive such prior notice and/or to relieve the Executive from his obligation to perform his work during such period, in whole or in part. In such event, the Executive shall be paid his Base Salary, less applicable deductions, until the effective date of his resignation. The Executive shall have no further liability to the Employee.

6.1.b) Termination by the Employer without Serious Reason: The Employer may terminate this Contract at any time without serious reason by paying the Executive the equivalent of the Executive's current Base Salary for a period of 18 months ("**Termination Base Salary Amount**") plus an amount equal to 150% of the Executive's annual bonus at target, calculated at a rate of 75% of the Base Salary. The Employer may, at its option, pay such amount to the Executive as a lump sum or a salary continuance, in whole or in part. The Executive undertakes to sign, for the benefit of the Employer, a release satisfactory to the Employer for any matter related to the Executive's employment or termination thereof.

6.1.c) Termination by the Employer for Serious Reason: The Employer may terminate this Contract and the Executive's employment for Serious Reason at any time, without notice or indemnity in lieu of notice. In such case, the Executive shall be paid any amount still owing to him by the Employer upon termination, as salary for work already performed but unpaid, or as vacation accrued but unused. The Executive shall not be entitled to any other payment, except as expressly provided by applicable law. For the purposes of this Article 6, the term "**Serious Reason**" includes, without limitation:

(i) any dishonest act such as theft, fraud, embezzlement or misappropriation of funds in connection with the Employer or its directors, shareholders, clients, suppliers, sub-contractors, consultants or employees or any attempt to commit such a dishonest act;

(ii) any breach of the Executive's duty of loyalty, any conflict of interest or behaviour that adversely affects the legitimate interests of the Employer;

(iii) non-compliance with the requirements or legitimate expectations of the Employer, including as a result of voluntary or involuntary underperformance or incompetence;

(iv) a breach of the obligations set forth in this Contract, including those described in Schedule "B";

(v) the refusal to follow the reasonable guidelines or instructions of the Employer;

(vi) a material breach of any policy, rule or procedure of the Employer;

(vii) any other serious reason within the meaning of article 2094 of the *Civil Code of Québec*.

6.2. Change of Control: The following provisions shall apply in the case of a Change of Control (as defined below) of Thera:

6.2.a) In the event of termination of the Executive's employment by the Employer within 24 months of a Change of Control of Thera (except if the termination is for a "**Serious Reason**"), the Executive will be entitled to a one-time lump-sum payment in an amount equal to the aggregate of: (i) 24 months of the Executive's current Base Salary; (ii) 200% of the Executive's targeted annual bonus (Short-term Incentive) calculated at a rate of 75 % of the Base Salary; and (iii) the cash value of the Thera benefits to which the Executive was entitled over the 24 months which precede the Executive's termination following a Change of Control.

6.2.b) In the event of termination of the Executive's employment by the Executive (resignation), at his sole discretion, within 12 months of a Change of Control of Thera, the Executive will be entitled to a one-time lump-sum payment in an amount equal to the aggregate of: (i) 12 months of the Executive's current Base Salary; (ii) 100% of the Executive's targeted annual bonus (Short-term Incentive) calculated on his Base Salary; and (iii) the cash value of the Thera benefits to which the Executive was entitled over the 12 months which precede the Executive's termination following a Change of Control.

6.2.c) For the purposes hereof, the term "**Change of Control**" shall mean the occurrence of any one of the following:

(i) any change of control, in fact or in law, including any purchase, sale, transfer, disposition or other transaction, of any nature whatsoever, and whether carried out singly, in combination or as part of a series of transactions, pursuant to or as a result of which any person or group of persons acting together or in concert shall acquire, hold or exercise, whether directly or indirectly, rights over more than forty percent (40%) of the outstanding common shares of Thera, or which entitle the holder(s) thereof to more than fifty percent (40%) of the economic value of Thera; or

(ii) those individuals who, as at the date hereof, constitute the Board of Directors of Thera (hereinafter called the "**Incumbent Board**") cease for any reason to constitute at least a majority of the Board of Directors; provided, however, that any individual becoming a director subsequent to the date hereof whose election or nomination for election by Thera's shareholders was approved by a vote of at least a majority of the directors then comprising the Incumbent Board will be considered as though such individual were a member of the Incumbent Board.

6.3. Death: The death of the Executive automatically terminates this Contract. In such case, the Executive's estate shall not be entitled to claim any indemnity for loss of employment or any other amount, except for amounts that may still be owing to the Executive upon his death (for example, as salary for work already performed but unpaid, or as vacation accrued but unused).

6.4. Resignation as Director or Officer: In the event of termination of the Contract (termination of employment), the Executive shall cease to act as a director or officer of the Employer and shall immediately resign from such position.

6.5. Application of Termination Provisions: For greater certainty, the foregoing provisions related to the termination of the Contract shall apply regardless of any changes to the Executive's conditions of employment that could occur after the signature of this Contract, including any promotion or transfer to another position, unless otherwise expressly agreed to in writing by the Parties.

7. CONFIDENTIALITY, INTELLECTUAL PROPERTY AND RESTRICTIVE COVENANTS

7.1. The Executive agrees to be bound by the terms and conditions of the provisions set forth in Schedule "B" of this Contract pertaining to confidentiality, intellectual property and restrictive covenants (such provisions being enforceable throughout the term and after termination of the Executive's employment). The contents of Schedule "B" form an integral part of this Contract.

8. RETURN OF ASSETS, DOCUMENTS AND INFORMATION BELONGING TO THE EMPLOYER

8.1. Following termination of his employment, regardless of the reason, the Executive undertakes to immediately return to the Employer any and all property, documents and information belonging to the Employer that the Executive has in his possession, including:

8.1.a) the computer, cell phone, keys, access cards, credit cards as well as identification and access codes provided to the Executive for the performance of his duties;

8.1.b) all files, manuals, guides, reports, lists of clients or suppliers, or other documents and information related to the Employer's activities, regardless of the format thereof (paper or electronic).

9. REPRESENTATIONS OF THE EXECUTIVE

The Executive represents the following for the benefit of the Employer:

9.1. The Executive has provided all information needed to assess his candidacy for the position of President and Chief Executive Officer and has not omitted any information that could have led the Employer to decide not to retain his candidacy.

9.2. The Executive confirms that his employment with the Employer will not breach any verbal or written agreement with another employer, including any non-competition or non-solicitation agreement or any agreement to keep in confidence information obtained by the Executive prior to his employment with the Employer. For greater certainty, the Executive confirms that by joining the Employer, he will not breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favour of his current employer.

9.3. The Executive represents that he has the experience and skills needed to perform the duties and assume the responsibilities associated with the position offered to him by the Employer.

9.4. The Executive represents that he has not failed to disclose information concerning his health that could have allowed the Employer to determine that he does not have the ability to perform his duties.

9.5. The Executive represents that he is legally entitled to work in Canada and undertakes to maintain such status for the duration of his employment.

10. GENERAL

10.1. Assignment of the Contract and Alienation of the Enterprise: The Executive shall not sell or assign this Contract to any person. However, the Employer may alienate its enterprise or modify its legal structure by way of amalgamation or otherwise; in such case, the new employer may become bound by the Contract in accordance with applicable laws, including article 2097 of the *Civil Code of Quebec*.

10.2. Entire Agreement: This Contract constitutes the entire agreement entered into between the Parties regarding the subject matter hereof and cancels and supersedes any prior agreement, verbal or written, between the Parties with respect thereto. The Executive confirms that he has not relied on any undertaking or promise made orally or in writing by or on behalf of the Employer, other than what is contained in this Contract, and that the essential terms of this Contract were the subject of discussions and negotiations between the Parties.

10.3. Division and Headings: The division of the Contract into sections, subsections and paragraphs, as well as the insertion of titles, are for convenience of reference only and do not affect the Contract's interpretation.

10.4. Currency: Unless otherwise expressly agreed to by the Parties, any amount of money is in Canadian dollars.

10.5. Severability: If a provision of this Contract or of Schedule "B" is deemed invalid, illegal or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity, legality or enforceability of the remaining provisions of the Contract or of Schedule "B", which shall be construed as if such provision had been deleted.

10.6. Survival: All of the obligations provided for in the Contract (and, in particular, those set forth in sections 7, 8, 10.15 and 10.16 and in the restrictive covenants set out in section 3 of Schedule "B") which are intended to apply after the termination of the Contract or after the termination of the Executive's employment shall survive such termination, regardless of the reason.

10.7. Legal Compliance: If a provision of the Contract violates a mandatory minimum standard imposed by applicable law, such standard shall replace the illegal provision in the Contract and the Parties shall be bound by such standard.

10.8. Waiver: The waiver by a Party to require strict compliance with any provision of this Contract or to exercise any right or remedy provided for in this Contract shall not be construed as a waiver of the right to benefit from the Contract in the event of subsequent breach.

10.9. Copy of the Contract: The Executive acknowledges having received a copy of this Contract duly executed by the Employer.

10.10. Amendment: No amendment to this Contract shall be valid unless it is made in writing and executed by both Parties.

10.11. Applicable Law: This Contract shall be subject to and interpreted in accordance with the laws in force in the province of Québec. Each Party submits to the jurisdiction of the Quebec courts for the purposes of any action, suit or proceeding arising out of or relating to this Contract.

10.12. The execution of this Contract is subject to Thera being satisfied of criminal and credit checks. The Executive specifically consents to such checks.

10.13. Notice: Any notice (or prior notice) to be transmitted under this Contract shall be made in writing and shall be delivered by hand or sent by registered mail, courier, fax or email to the following addresses:

To the Employer:

2015, Peel Street, 11th floor, Montreal,
Province of Quebec, H3A 1T8

To the Employee:

[redacted]

Such addresses may be modified by each Party by notifying the other Party in accordance with this provision.

10.14. Effective Date of the Contract: The Contract takes effect on April 6, 2020.

10.15. Independent Legal Advice: The Executive acknowledges that he has read and understood this Contract and that he has had the opportunity to seek independent legal advice regarding the interpretation and consequences of such Contract before signing it.

10.16. Confidentiality: The Executive undertakes to refrain from revealing or disclosing, in any manner whatsoever (including orally, in writing or on the Internet or social networks), all or part of the contents of this Contract to any person whomsoever, including any current or former Executive of the Employer. The Executive may, however, disclose the contents of the Contract under the circumstances prescribed by law, as well as to the Executive's legal counsel, financial advisors or members of his immediate family, provided that they preserve the confidentiality thereof.

10.17. Duty of Discretion: The Executive shall refrain from publicly making or disseminating in any manner whatsoever (including orally, in writing, or on the Internet or social networks) any denigrating or negative comment about the Employer, its employees, directors, officers, agents or mandataries or about a subsidiary or affiliate of the Employer and their employees, directors, officers, agents and mandataries, regardless of the veracity of such comment.

10.18. Personal Information: The Executive agrees that the Employer will create and maintain a file to contain his personal information collected during the recruitment process and during the course of his employment. The Executive agrees that such personal information will be used for the purposes of administration of his employment, including for payroll and benefits administration, and may be communicated to third parties, whether in the Province of Quebec or outside of the Province of Quebec, for such purposes. Such file will be kept by the Employer during the course of his employment and for up to seven (7) years following the termination of his employment, the whole, in accordance with applicable legislation.

10.19. English Language: The Parties hereby declare that they have expressly required that this Contract and all related documents be drafted in English. *Les Parties déclarent avoir expressément requis que le présent Contrat et tout document connexe soient rédigés en anglais.*

10.20. Counterparts: This Contract may be executed in several counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF the Parties have executed this Contract in the city of New-York City on the 1st day of March 2020.

/s/ Paul Lévesque

Witness

PAUL LÉVESQUE

THERATECHNOLOGIES INC.

Per: /s/ Dawn Svoronos

Dawn Svoronos
Chair of the Board

SCHEDULE “A”

Share Option Plan

[Provided under separate cover]

[See Share Option Plan dated as of February 8, 2007 of the Company (incorporated by reference to Exhibit 4.1 to the Company’s Annual Report on Form 20-F filed with the SEC on February 27, 2013)]

SCHEDULE "B"

CONFIDENTIALITY, INTELLECTUAL PROPERTY AND RESTRICTIVE COVENANTS

1. CONFIDENTIAL INFORMATION

The Executive will have access to Confidential Information (as defined below) as a result of or in connection with his work. By accepting this offer of employment, the Executive agrees that Confidential Information is a valuable asset and is the sole property of the Employer, its clients or its third party providers. The unauthorized use or disclosure of such information would cause serious harm to the Employer. At all times throughout the term of his employment and following termination thereof, the Executive shall keep in confidence all Confidential Information, and shall not use such Confidential Information (to his benefit or to the benefit of any other party) nor disclose it to any person (including another employee or executive of the Employer), except to the extent necessary for the performance of the Executive's duties or as required by law. The Executive shall also take reasonable precautions to prevent the inadvertent disclosure of Confidential Information.

"**Confidential Information**" includes, but is not limited to: any information relating to the Employer or any of its subsidiaries or affiliates that is generally not known, including, without limitation, all business plans, letters of intent, agreements, contracts, strategies, financial information, operational and technical information, product information, marketing information, client lists and preferences, current or anticipated client requirements, price lists, marketing strategies, sales analyses, product plans, supplier information, employees information and remuneration, employees and consultant training materials, databases, precedents, designs, improvements or developments, and any other confidential information concerning the business or affairs of the Employer or its clients. Confidential Information also includes information of the types described above which the Employer receives from third parties (e.g. clients or potential clients, suppliers). Confidential Information does not include any information that is or lawfully becomes public knowledge unless disclosed publicly by the Executive's fault.

2. INTELLECTUAL PROPERTY

"**Intellectual Property Right**": means any right acknowledged or granted, now or in the future, including any extension of a protection granted in the future, in accordance with any law of any country concerning copyrights, patents, trade-marks, trade secrets, secret processes, industrial designs, or any other provision of a law or principle of civil or common law relating to registered and unregistered intellectual property; "Intellectual Property Right" includes any right pertaining to any registration application or the securing of any one of the above rights.

"**Intellectual Property**": means all that is or can be protected under any Intellectual Property Right.

The Executive acknowledges and agrees that the Employer is the first owner of any Intellectual Property Right to any Intellectual Property that is, in whole or in part, discovered, invented, created, expressed in any material form (tangible or intangible), produced or implemented by the Employee, whether acting alone, jointly or in collaboration with any third party, (a) in the context of carrying out this Contract, (b) relating to the technology, activities or affairs of the Employer, its clients or suppliers, and (c) using the Employer's equipment or facilities.

To the extent that, notwithstanding the foregoing paragraph, the Executive holds Intellectual Property Rights to the Intellectual Property referred to in the foregoing paragraph, under a law of any country or otherwise, the Executive shall irrevocably assign such Intellectual Property Rights to the Employer, and such assignment shall take effect as of the date on which such Intellectual Property Rights arose, having worldwide effect, for the complete period during which such Intellectual Property Rights are protected (as such period or rights may be extended from time to time in any country) and without being subject to any restriction whatsoever, including those relating to any physical format, market sector or other restriction affecting the scope of such assignment.

The Executive hereby irrevocably waives any moral right he/she may hold in respect of the Intellectual Property contemplated by the foregoing paragraphs, and this to the full extent permitted by the legislation of any country.

The Executive agrees to create and maintain on the Employer's premises registers or documentation that comply with industry practices, which registers or documentation shall contemplate the Intellectual Property he/she will discover, design, create or express in any material form, tangible or intangible, or that he/she will make or put into practice. These records or documentation shall include all source files or codes necessary to exploit such Intellectual Property.

The Executive agrees that he/she shall not incorporate into the Employer's systems, products and services any of his Intellectual Property or Intellectual Property of a third party without disclosing to the Employer those conditions under which such Intellectual Property may be used and shall obtain the prior written consent of the Employer. Should the Executive incorporate his own Intellectual Property into the systems, products or services of the Employer without complying with the provisions of this paragraph, the Executive shall irrevocably transfer to the Employer the Intellectual Property Rights to that Intellectual Property, which transfer shall take effect as of the date on which the incorporation took place, and this shall apply throughout the world for the entire term of the protection afforded to the said Intellectual Property Rights (as such term may be extended from time to time in any country), which Intellectual Property Rights shall not be subject to any restriction whatsoever, including restrictions pertaining to material supports, market sectors or other restrictions affecting the scope of such transfer.

The Executive undertakes throughout the term of this Contract and at all times following the termination thereof, to fully and promptly disclose to the Employer any Intellectual Property contemplated by the above paragraphs as well as to fill out and sign, at the Employer's request, all documents that may be necessary or useful to give evidence of or effect to the provisions of section 2 of this Schedule, including ensuring that the Employer obtains, protects or exercises these Intellectual Property Rights in any country.

3. RESTRICTIVE COVENANTS APPLICABLE THROUGHOUT THE TERM AND AFTER TERMINATION OF EMPLOYMENT

3.1. Non-solicitation of Clients

Throughout the term of the Executive's employment with the Employer and for a period of 24 months after termination thereof (whether such termination is initiated by the Executive or the Employer, with or without serious reason), the Executive shall comply with the following prohibitions, whether the Executive is acting on his own behalf or on the behalf of other persons, directly or indirectly:

3.1.a) The Executive shall not solicit nor attempt to solicit any "Client" (as defined below) of the Employer for the purposes of selling or providing to such Client any products or services sold or provided by the Employer at the time of the termination of the Executive's employment; or

3.1.b) The Executive shall not encourage a Client of the Employer to cease doing business or to reduce its volume of business with the Employer, nor shall the Executive otherwise attempt to interfere with the Employer's relations with such Client.

In this paragraph 3.1, "**Client**" means any client with whom the Executive had direct contact on behalf of the Employer within the twelve (12) month period prior to the termination of the Executive's employment.

3.2. Non-solicitation of Employees and Contractors

Throughout the term of the Executive's employment with the Employer and for a period of 24 months after termination thereof (whether such termination is initiated by the Executive or the Employer, with or without serious reason), the Executive shall comply with the following prohibitions, whether the Executive is acting on his own behalf or on the behalf of other persons, directly or indirectly:

3.2.a) The Executive shall not solicit an "Employee or Contractor of the Employer" (as defined below) nor offer employment or a service contract to an Employee or Contractor of the Employer; or

3.2.b) The Executive shall not encourage an Employee or Contractor of the Employer to terminate his or her employment with, or to cease providing services to, the Employer, nor shall the Executive otherwise attempt to interfere with the Employer's relations with such Employee or Contractor.

In this paragraph 3.2, "**Employee or Contractor of the Employer**" means an Executive or contractor that has been employed or retained by the Employer within the twelve (12) month period preceding the termination of the Executive's employment.

3.3. Non-Competition

The Executive undertakes, throughout the course of his employment with the Employer and for a period of 18 months immediately following the date upon which the Executive ceases to be employed by the Employer for any reason whatsoever, to refrain from directly or indirectly performing duties or carrying out activities in the Employer's industry sector, in any capacity whatsoever (including as a shareholder, partner, consultant, employer, employee, principal, agent, franchisee, franchisor, distributor, advisor or lender), i.e. with respect to commercial-stage biopharmaceutical activities (including the marketing and commercialization of prescription products) addressing unmet medical needs for people living with HIV, and research activities focused on specialized therapies addressing unmet medical needs in HIV (the "**Forbidden Activities**"), throughout the territory of Canada, the United States and Europe (the "**Applicable Territory**").

Notwithstanding the foregoing, if the Executive holds a passive investment representing not more than two percent (2%) of the issued and outstanding shares in a company listed on a recognized exchange that performs, in whole or in part, directly or indirectly, Forbidden Activities, this shall not constitute a failure to meet the obligations set out in this Contract.

4. ACKNOWLEDGEMENT

The Executive acknowledges that his obligations set out in this Schedule pertaining to confidentiality and restrictive covenants are reasonable as to their scope. In addition, the Executive acknowledges that such obligations are necessary to protect the Employer's legitimate interests, including with respect to competition, and that they do not prevent the Executive from earning a living by performing his profession or trade. The Executive also acknowledges that his breach of these obligations may cause serious or irreparable harm to the Employer and will therefore justify the institution of appropriate proceedings by the Employer, including a provisional, interlocutory or permanent injunction.

Exhibit 4.38

EMPLOYMENT CONTRACT

ENTERED INTO at the place and date of the last signature appearing on the last page.

BETWEEN: **THERATECHNOLOGIES INC.**, a corporation governed by the *Business Corporations Act* (Québec), having its head office and principal place of business at 2015 Peel Street, 5th Floor, Montréal, Province of Québec, H3A 1T8;

(hereinafter "Thera")

AND: **PHILIPPE DUBUC**, residing and domiciled at [redacted];

(hereinafter the "Employee")

WHEREAS Thera wishes to hire the Employee to act as Senior Vice President and Chief Financial Officer in accordance with the terms and conditions contained herein; and

WHEREAS the Employee wishes to work for Thera in accordance with the terms and conditions contained herein.

NOW, THEREFORE, the parties agree as follows:

1. **Effective Date**. This employment contract is effective as of the last date this contract is executed by Thera and the Employee.

2. **Title**. The Employee will act as Senior Vice President and Chief Financial Officer. The Employee shall report to the President and Chief Executive Officer or such other person as he may appoint in accordance with changes in Thera's organizational structure. The Employee shall perform the duties and functions indicated to him by his superior, which shall depend on the position held by the Employee and on the size of Thera.

3. **Employee Conduct**. The Employee must act with prudence and diligence in the best interests of Thera. In addition, the Employee undertakes to comply with Thera's Code of Ethics, as it may be amended from time to time, as well as with any and all policies and procedures that may be implemented by Thera. The Employee acknowledges that a breach of Thera's Code of Ethics may constitute reason for dismissal.

4. **Compensation**. The Employee will receive the following compensation:

4.1 Base Salary. The Employee shall receive an annual base salary of $275,000 less applicable tax deductions, which shall be paid in accordance with the terms and conditions applicable to Thera's employees. The annual base salary will be subject to an annual review. However, any changes to the annual base salary will be subject to the approval of the Compensation Committee and/or the Board of Directors of Thera.

4.2 Bonus. The Employee will be eligible to participate in Thera's discretionary bonus program. As part of his participation in this program, he may receive a bonus of up to 40% of his annual base salary earned, less applicable tax deductions. Any bonus, as the case may be, shall be assessed and determined in accordance with Thera's general policy on discretionary bonus payments, as said policy may be amended from time to time. The Employee shall not receive any bonus if he is not employed by Thera at the time such bonus could be paid.

4.3 Stock Option Plan. The Employee will be eligible to participate in Thera's stock option plan. The Employee acknowledges that the grant of stock options is at the discretion of Thera's Board of Directors and there is no assurance that the Employee will be granted stock options under Thera's stock option plan during the term of this contract. In addition, the Employee acknowledges that Thera may amend or terminate its stock option plan at any time without any obligation to replace it with any other plan.

Subject to applicable law and Thera's trading black-out policy, the Employee will be granted 125,000 stock options to purchase common shares of Thera within two days following the end of the trading black-out period. These stock options will have an exercise price equal to the closing price of Thera's common shares on the day prior to their grant and will be acquired as follows:

(i) 41,666 on the first anniversary of their grant date;
(ii) 41,666 on the second anniversary of their grant date; and
(iii) 41,668 on the third anniversary of their grant date.

All other terms and conditions of such stock options shall be determined by the Board of Directors in accordance with Thera's current stock option plan, as it may be amended from time to time.

4.4 Other Incentive Compensation Plans. The Employee will be eligible to participate in any other incentive plan established by Thera's Board of Directors from time to time in which Thera's executive officers shall be eligible to participate. However, the Employee acknowledges that the final decision as to whether or not he may participate in such a plan remains with the Board of Directors and/or its Compensation Committee.

5. **Other Benefits**. The Employee will also be entitled to the following additional benefits:

5.1 Vacation. During the term of this contract, the Employee will be entitled to 20 days of paid vacation per Thera fiscal year, which shall be subject to Thera's general vacation policy. For fiscal year 2016, the Employee will be entitled to 15 paid vacation days.

5.2 Group Insurance Plan. As an employee of Thera, the Employee will be entitled to participate in and, if eligible, receive benefits under the group insurance plans in force from time to time at Thera in accordance with their terms and conditions. The Employee acknowledges that the terms and conditions of the group insurance plans may be amended at Thera's discretion.

5.3 Representation and Expenses. Upon presentation of the requested supporting documents, the Employee will be entitled to reimbursement of all costs and expenses reasonably incurred in the performance of his duties, subject to compliance with Thera's established budgets and policies.

5.4 Group RRSP. The Employee shall be required to subscribe to Thera's Group RRSP for a minimum of 1% of his annual base salary. In accordance with its current contribution policy, as may be amended from time to time, Thera shall subscribe to the Employee's RRSP for an amount equal to the amount subscribed by the Employee, subject to the annual limits imposed by tax laws.

5.5 Annual Health Assessment. Thera will reimburse the Employee for the expenses related to an annual health assessment at a private clinic chosen by the Employee. Reimbursement of these expenses will be made upon presentation of supporting documents and up to an amount of $1,200 per annual health assessment.

6. **Employee Representations**. The Employee represents the following to Thera and acknowledges that it is an essential condition to the validity of this contract that the representations of the Employee be true on the effective date of this contract:

(i) he is not a debarred person within the meaning of the U.S. *Federal Food, Drug, and Cosmetic Act*;

(ii) the Employee has never filed for bankruptcy or availed himself of the provisions of the *Bankruptcy [sic] Ac*t (Canada);

(iii) the Employee has never been convicted of an indictable offence or of an offence under any securities legislation and, to his knowledge, he is not subject to any investigation whatsoever by any governmental authority;

(iv) the execution by the Employee of this contract shall not contravene any contract to which the Employee is a party or to which the Employee was a party, certain undertakings of which are still in force which would have the effect of preventing him from performing his duties at Thera as of the effective date of this contract.

7. **Confidential Information**. For the purposes of this contract "confidential information" means all information concerning Thera and its subsidiaries, whether such information is in oral, written, graphic, photographic, computerized, recorded or in any other form, except for information that is freely available to the public. Without limiting the scope of the following, "confidential information" includes all trade secrets, scientific data, discoveries and inventions, know-how, drawings, methods, processes, software, diagrams, technical and professional knowledge, reports, names of suppliers and customers, contents of agreements with suppliers and customers, any financial information, prices, valuations, business objectives, plans, business opportunities and market studies.

   During the term of this contract and for a period of 10 years following the termination of this contract, the Employee undertakes not to disclose to any person, nor to use, for himself (except during the term of this contract for the purpose of performing his duties) or on behalf of any third party, the "confidential information" of Thera and its subsidiaries, except with the prior authorization of Thera.

8. **Intellectual Property**. The Employee undertakes to assign to Thera all inventions, creations, processes, technologies or improvements developed by the Employee, alone or in collaboration, and which relate to the business of Thera and its subsidiaries or result from the very nature of his duties at Thera and its subsidiaries. The Employee agrees to assist Thera and its affiliates in obtaining, renewing or maintaining domestic or foreign patents on such inventions, creations, processes, technologies or improvements, as well as with respect to its trademarks and industrial designs. In addition, the Employee waives any moral rights he may have in respect of inventions, creations, processes, technologies, works or other intellectual property conceived or developed during the term of this contract. This provision shall survive termination of this contract for an indefinite period.

9. **Non-Competition**. During the term of this employment contract and for a period of twelve (12) months following its termination, the Employee undertakes and agrees not to, directly or indirectly, alone or jointly with one or more legal entities or individuals, as a consultant, mandator, principal, mandatory, agent, partner, shareholder, employee, officer or director, or in any other capacity, operate, work on, or provide services relating to the research, development or marketing of molecules or peptides related to human growth hormone-releasing factor (GHRH) or growth hormone (GH) for the treatment of lipodystrophy in HIV patients, as well as any products that Thera may acquire or develop. The territories covered by this prohibition are Canada and the United States.

10. **Non-Solicitation**. During the term of this employment contract and for a period of twelve (12) months following its termination, the Employee undertakes and agrees not to, directly or indirectly, alone or jointly with one or more legal entities or individuals, solicit, induce, force, incite, promote, facilitate or encourage, either for himself or on behalf of any legal entity or individual, any of Thera's officers or employees or those of any of its subsidiaries, to resign from their employment with Thera or any of its subsidiaries, or to change their employment relationship with Thera or any of its subsidiaries. In addition, during the same period, the Employee undertakes and agrees not to engage the services of any officer or employee of Thera or any of its subsidiaries who was in the employ of Thera and/or any of its subsidiaries on the date this employment contract is terminated.

11. **Term**. This contract shall constitute an employment contract with an indefinite term, any of the terms or conditions of which may be amended by mutual agreement of the parties.

12. **Termination**. Thera may terminate this contract upon:

    12.1 the Employee's failure to provide the agreed services based on business objectives;

    12.2 the Employee's failure to comply with the Code of Ethics or any other policy adopted by Thera in connection with the marketing of EGRIFTA®;

    12.3 if the Employee is charged with committing an indictable offence within the meaning of the *Criminal Code* (Canada) (other than driving while intoxicated, except if it caused death or resulted in injury to a third party) and that such criminal charge meets any of the following criteria: (i) it is related to the Employee's duties at Thera, or (ii) it is of a nature that may damage Thera's reputation or cause a transaction to be derailed, or (iii) it may have material consequences on the Employee's ability to provide the agreed services;

    12.4 if the Employee breaches any of its obligations or undertakings under this contract or if any of the representations referred to in section 16 is false or erroneous;

    12.5 for any other serious reason.

    The Employee's involvement in the violation of the U.S. *Federal Food Drug, and Cosmetic Act*, the U.S. federal *Anti-Kickback Statute* and the U.S. *False Claims Act*, as well as any similar legislation or regulations thereunder governing the marketing of Thera's pharmaceutical products for which Thera will be responsible for the said marketing, will constitute a serious reason for dismissal.

    Employee undertakes, upon termination of his employment, not to copy, remove or take any "confidential information".

13. **Indemnity for Dismissal Without Serious Reason**. If the Employee's employment is terminated without serious reason by Thera, or if it is terminated following a structural reorganization within Thera (other than as a result of one of the events described in section 14), the Employee will be entitled to an indemnity equal to twelve (12) months of his annual base salary, excluding any bonuses and benefits to which this contract refers. Payment of the severance indemnity is subject to Employee's compliance with the provisions of sections 7, 8, 9 and 10 hereof.

14. **Indemnity in Event of a Take-Over Bid and Other Material Transactions**. In the event of any of the following:

i) a take-over bid (within the meaning of the *Securities Act* (Québec), as in effect from time to time) (a "Bid"); or

ii) any transaction (amalgamation (other than with a subsidiary), arrangement, compromise, reorganization or other transaction of this nature, including any alienation by Thera to a third party of its property if, as a result of such alienation, Thera is unable to retain a significant part of its business activity) (a "Transaction");

pursuant to which a person or any person acting jointly or in concert (as defined in *Regulation 62-104 respecting Take-Over Bids and Issuer Bids* of the *Securities Act* (Québec), as in effect from time to time) with such person acquires control of Thera and that, within 12 months of the completion of the Bid or the Transaction, the Employee's employment atThera is terminated without serious reason, the Employee will then receive on the date of termination of his employment an amount equal to the greater of (i) reasonable notice provided for by law and (ii) 12 months of his annual base salary, at the time of termination plus an amount equal to 100% of the maximum bonus set out in section 4.2 hereof, calculated based on such annual base rate salary, as well as any other amounts due but unpaid.

For the purposes hereof, a person will be deemed to have acquired control of Thera if the person and/or persons acting jointly or in concert with the person own at least 40% of the voting securities of Thera or the entity resulting from the Transaction. For the purpose of calculating the number of voting securities held by any person (including persons acting jointly or in concert with such person), all securities convertible into or exchangeable for voting securities held or controlled by such person shall be included as if they had been converted or exchanged into voting securities, whether the conversion or exchange occurs in one or more transactions. An alienation of property includes the sale, exchange, lease of property and the granting of a licence in respect of any property. Thera will be deemed to retain a significant part of its business activity when the activities it retains after any alienation require the use of at least 25% of the value of its assets as at the end of the fiscal year preceding such alienation and such activities generated in the fiscal year preceding such alienation at least 25% of Thera's pre-tax revenues or earnings. Payment of the severance indemnity is subject to the Employee's compliance with the provisions of sections 8, 9, 10 and 11 hereof.

15. **Survival of Undertakings**. The undertakings set out in sections 7, 8, 9 and 10 shall survive termination of this employment contract for the periods described therein.

16. **Governing Law**. This contract shall be interpreted and governed in accordance with the laws of the province of Québec and the laws of Canada applicable in Québec. The parties submit to the jurisdiction of the courts of the province of Québec. This contract shall be considered in all respects as a contract of employment within the meaning of the *Civil Code of Québec*, except where expressly waived.

17. **Legal Counsel**. The Employee acknowledges that he has had sufficient time to consult with legal counsel with respect to the terms and conditions contained in this employment contract. By executing this contract, the Employee acknowledges that he understands its terms and conditions and that he participated in the negotiations thereof.

IN WITNESS WHEREOF, the parties have executed this employment contract at the place and date hereinafter set forth.

Signed on February 24, 2016
In the city of Montréal, province of Québec, Canada

THERATECHNOLOGIES INC.

/s/ Luc Tanguay
By: Luc Tanguay
President and Chief Executive Officer

Signed on February 24, 2016
In the city of Montréal, province of Québec, Canada

/s/ Philippe Dubuc
PHILIPPE DUBUC

Exhibit 4.39

PERSONAL AND CONFIDENTIAL

July 27, 2023

Philippe Dubuc
[redacted]

RE: Amendment to your Employment Contract

Dear Philippe,

Following the decision of the Board of Directors to propose amendments to management employment contracts in order to update them in accordance with current legal principles and to harmonize the terms and conditions of employment contracts of executive officers reporting to the President and Chief Executive Officer regarding termination without a serious reason (just cause) and the consequences arising from any change or acquisition of control of Theratechnologies Inc. ("**Thera**") or a material transaction by Thera, we propose amending sections 13 and 14 of your employment contract dated February 24, 2016 (the "**Contract**") as follows:

- By deleting the text of existing section 13 of the Contract and replacing it with the following text:

"13. **Indemnity for Termination Without a Serious Reason.** If the employment of the Employee is terminated without a serious reason, including as part of a reorganization to reduce personnel for economic reasons, but excluding a termination following a Change of Control (as defined below) in the circumstances set out below, the Employee will receive an amount equal to the greater of:

i. reasonable notice as required by applicable law, and;

ii. if the Employee has 5 years or more but less than 10 years of continuous service: 18 months of his annual base salary at the time of his termination plus an amount equal to 100% of his target bonus for 18 months calculated on the basis of such annual base salary, but excluding the value of the benefits offered by Thera and the value of option grants or other stock-based incentive compensation and any other amounts that may be due and unpaid; or

iii. if the Employee has 10 years or more of continuous service: 24 months of his annual base salary at the time of his termination plus an amount equal to 100% of his target bonus for 24 months calculated on the basis of such annual base salary, but excluding the value of benefits offered by Thera and the value of option grants or other stock-based incentive compensation.

The Employee will also receive an amount equal to the value of his accrued and unpaid vacation up to the date of termination of his employment and the reimbursement of any expenses incurred in the performance of his duties but unpaid at the date of termination of his employment."

- By deleting the text of existing section 14 of the Contract and replacing it with the following text:

"14. **Indemnity Following a Change of Control or Any Other Material Transaction.**

In the event of any of the following:

a) a transaction (other than a transaction referred to in paragraph (b) below), regardless of its structure (an "**Acquisition**"), pursuant to which a person or persons acting jointly or in concert (as defined in *Regulation 62-104 respecting Take-Over Bids and Issuer Bids*, as in effect from time to time) directly or indirectly acquire beneficial ownership of, or control over, securities of Thera representing 40% or more of the voting rights attached to all voting securities for the election of directors of Thera then outstanding; or

b) the closing of any amalgamation, arrangement, compromise, consolidation, reorganization or other transaction or series of transactions of this nature involving directly or indirectly Thera (a "**Combination**") which results in either (i) the shareholders of Thera immediately prior to such Combination no longer holding, directly or indirectly, after the Combination, more than 60% of the voting rights attached to all voting securities for the purpose of electing directors of the entity resulting from the Combination (or, if Thera becomes a subsidiary, of the ultimate parent company of such subsidiary); or (ii) the Board of Directors of the entity resulting from the Combination (or, if Thera becomes a subsidiary, the ultimate parent company of such subsidiary) is no longer composed of a majority of the directors who served on Thera's Board of Directors immediately prior to the Combination; or

c) a change in the composition of Thera's Board of Directors occurring, without the approval by a majority vote of the directors composing Thera's Board of Directors prior to such change, at the same shareholders meeting or pursuant to a resolution of Thera's shareholders, and which results in Thera's Board of Directors no longer being composed of a majority of the directors of Thera who were serving as directors immediately prior to such meeting or resolution (other than a change resulting from the solicitation of proxies by the management of Thera or related to death, resignation or inability to act in such capacity) (an "**Insurgency**"); or

d) the closing of the sale, exchange, lease, transfer, liquidation, grant of an exclusive license, or any other form of alienation of Thera's assets, to a party that is not an affiliate of Thera (as defined in the *Business Corporations Act* (Québec)), representing substantially all of Thera's assets (an "**Asset Transfer**");

and that within 24 months following the occurrence of any Acquisition, Combination, Insurgency or Asset Transfer (each representing for the purposes hereof a "**Change of Control**"), either (a) the employment of the Employee is terminated without a serious reason; or (b) the Employee decides to terminate his employment of his own free will, the Employee shall then receive on the date of termination of his employment an amount equal to the greater of:

i. reasonable notice as required by applicable law, and;

ii. if the Employee has 5 years or more but less than 10 years of continuous service: 18 months of his annual base salary at the time of his termination plus an amount equal to 100% of his target bonus for 18 months calculated on the basis of such annual base salary, but excluding the value of the benefits offered by Thera and the value of option grants or other stock-based incentive compensation and any other amounts that may be due and unpaid; or

iii. if the Employee has 10 years or more of continuous service: 24 months of his annual base salary at the time of termination plus an amount equal to 100% of his target bonus for 24 months calculated on the basis of such annual base salary, but excluding the value of the benefits offered by Thera and the value of option grants or other stock-based incentive compensation.

In all cases, the Employee will also receive an amount equal to the value of his accrued and unpaid vacation up to the date of termination of his employment and reimbursement of any expenses incurred in the performance of his duties but unpaid at the date of termination of his employment.

For the purposes of this section, in order to calculate the percentage of the number of voting securities held by any person (including persons acting jointly or in concert with such person) relative to the number of outstanding voting securities, such calculation shall include, both with respect to the voting securities held by such person (and persons acting jointly or in concert with such person) and to the outstanding voting securities, all convertible or exchangeable securities within sixty (60) days from the date of calculation of voting securities held or controlled by such person, as if such securities had been converted or exchanged into voting securities, whether such conversion or exchange occurs in one or more transactions. Such securities convertible or exchangeable within sixty (60) days shall be deemed to have been acquired and to be beneficially owned by such person (or any person acting jointly or in concert with such person).

Thera will be deemed to have entered into an Asset Transfer if such Asset Transfer represents more than 75% of the value of its assets calculated as at the date of the fiscal year end preceding such Asset Transfer, or if the assets transferred in connection with such Asset Transfer represent more than 75% of the income generated by Thera during the fiscal year preceding such Asset Transfer."

- By adding the following section 14.1 to the Contract:

"14.1 **Acceleration of Acquisition of Securities Issued as Long-Term Compensation Plans**. In the event of a Change of Control, all securities and rights issued or granted to the Employee under long-term compensation plans, such as stock options, deferred share units, appreciation rights and other rights that vest over a defined period of time, whether or not based on the achievement of performance targets, will all automatically vest as if the vesting conditions and, if applicable, the achievement of performance targets had been met."

If you agree to these amendments, we ask that you return this letter to us no later than August 3, 2023, failing which we will assume that these amendments to your employment contract are not acceptable to you and this proposal will then lapse.

These amendments will become effective upon the date of your execution of this letter below.

Except for these amendments to your restated and amended employment contract, all other terms and conditions will remain in effect and unchanged.

If you accept these amendments, please sign this letter in the space provided below and return a duly executed copy thereof to Mr. Jocelyn Lafond, General Counsel and Corporate Secretary of Thera.

Yours truly,

THERATECHNOLOGIES INC.

/s/ Paul Lévesque

Paul Lévesque
President and Chief Executive Officer

I acknowledge that I have read, had the opportunity to consult with legal counsel and understand and accept the content of these amendments to my employment contract dated February 24, 2016.

Dated and signed at Montréal (Québec), on July 27, 2023.

/s/ Philippe Dubuc
Philippe Dubuc

Exhibit 4.40

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

ENTERED INTO at the place and date of the last signature appearing on the last page.

BETWEEN: **THERATECHNOLOGIES INC.**, a corporation governed by the *Business Corporations Act* (Québec), having its head office and principal place of business at 2310 Alfred-Nobel Boulevard, Montréal, Province of Québec, H4S 2B4;

(hereinafter "Thera")

AND: **CHRISTIAN MARSOLAIS**, residing and domiciled at [redacted];

(hereinafter the "Employee")

WHEREAS the Employee is employed by Thera since May 7, 2007 following the execution of an employment contract dated April 13, 2007, as amended May 23, 2012 and July 17, 2012 (the "employment contract"); and

WHEREAS Thera and the Employee wish to amend the employment contract in accordance with the terms and conditions contained herein.

NOW, THEREFORE, the parties agree as follows:

1. **Effective Date**. This employment contract is effective as of the last date this contract is executed by Thera and the Employee.

2. **Title**. The Employee will act as Senior Vice President Scientific Affairs and Alliances (Vice-président senior, Affaires scientifiques et alliances). The Employee shall report to the President and Chief Executive Officer or such other person as he may appoint in accordance with changes in Thera's organizational structure. The Employee shall perform the duties and functions indicated to him by his superior, which shall depend on the position held by the Employee and on the size of Thera.

3. **Employee Conduct**. The Employee must act with prudence and diligence in the best interests of Thera. In addition, the Employee undertakes to comply with Thera's Code of Ethics, as it may be amended from time to time, as well as with any and all policies that may be implemented by Thera. The Employee acknowledges that a breach of Thera's Code of Ethics may constitute just cause for dismissal.

Initials

4. **Compensation**. The Employee will receive the following compensation:

4.1 Base Salary. The Employee shall receive an annual base salary of $265,000 less applicable tax deductions, which shall be paid in accordance with the terms and conditions applicable to Thera's employees. The annual base salary will be subject to an annual review. However, any changes to the annual base salary will be subject to the approval of the Compensation Committee and/or the Board of Directors of Thera.

4.2 Bonus. The Employee will be eligible to participate in Thera's discretionary bonus program. As part of his participation in this program, he may receive a bonus of up to 40% of his annual base salary earned, less applicable tax deductions. Any bonus, as the case may be, shall be assessed and determined in accordance with Thera's general policy on discretionary bonus payments, as said policy may be amended from time to time. The Employee shall not receive any bonus if he is not employed by Thera at the time such bonus could be paid.

4.3 Special Bonus. The Employee will be entitled to receive the following amounts, less applicable tax deductions, throughout the term of this contract upon the occurrence of any of the following events:

Bonus	Event
$60,000	Submission to the European Medicines Agency ("EMA"), through the centralized approval procedure by no later than December 31, 2013, of an application for approval to market the administration of tesamorelin in adult patients with HIV, and EMA acceptance of the marketing authorization application submitted within the prescribed time limits based on the date of submitting such an application.
$65,000	Marketing authorization granted by EMA for the administration of tesamorelin in adult patients with HIV no later than December 31, 2014.
$25,000	Approval by the Brazil regulatory agency, ANVISA, no later than December 31, 2013, of the application for authorization to market tesamorelin already submitted by Sanofi to ANVISA if such approval is final and may be made public, excluding, however, confirmation by ANVISA that the audit conducted with regard to Jubilant to manufacture tesamorelin at its offices in Montréal meets the standards prescribed by ANVISA.
$50,000	Implementation by Sanofi, and receipt by Thera or one of its subsidiaries, during the 2013 calendar year, of a marking plan for the administration of tesamorelin in adult patients with HIV in accordance with the terms set out in the partnership agreement entered into on December 6, 2010 between Theratechnologies Intercontinental Inc. (previously Theratechnologies ME Inc.) and Sanofi Winthrop Industrie in respect of lead time, sales volumes and marketing efforts. The marketing plan prepared by Sanofi that is to be received by Thera or one of its subsidiaries must cover Brazil.

The payment of the above amounts will be made in the first pay period following the occurrence of these events.

The Employee acknowledges that he is not entitled to receive the above-mentioned amounts if Thera or the Employee terminate this employment contract prior to the occurrence of any of the above-mentioned events. Notwithstanding the foregoing, if Thera terminates this employment contract solely due to a structural reorganization, and where, within 90 days following termination of this employment contract by Thera for such cause, one of the above-mentioned events occurs, Thera shall pay the Employee the bonus amount corresponding to the event that occurred.

4.4 Retention Bonus. Thera will pay the Employee the amount of $100,000, less applicable tax deductions, if the Employee continues to be employed by Thera until December 31, 2012 (inclusive). The payment of this amount shall be made in the first pay period after December 31, 2012.

4.5 Stock Option Plan. The Employee will be eligible to participate in Thera's stock option plan. The Employee acknowledges that the grant of stock options is at the discretion of Thera's Board of Directors and there is no assurance that the Employee will be granted stock options under Thera's stock option plan. In addition, the Employee acknowledges that Thera may amend or terminate its stock option plan at any time without any obligation to replace it with any other plan.

4.6 Deferred Stock Units Plan. The Employee will be eligible to participate in Thera's deferred stock units plan. The Employee acknowledges that the granting of deferred stock units is at the discretion of Thera's Board of Directors and there is no assurance that the Employee will be granted deferred stock units under Thera's deferred stock units plan. Moreover, the Employee acknowledges that Thera may amend or terminate its deferred stock units plan at any time without any obligation to replace it with any other plan.

5. **Other Benefits**. The Employee will also be entitled to the following additional benefits:

5.1 Vacation. During the term of this contract, the Employee will be entitled to 20 days of paid vacation per year, which shall be subject to Thera's general vacation policy. The vacation days that the Employee has accumulated as of the date hereof are fully vested.

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5.2 Group Insurance Plan. As an employee of Thera, the Employee will be entitled to participate in and, if eligible, receive benefits under the group insurance plans in force from time to time at Thera in accordance with their terms and conditions. The Employee acknowledges that the terms and conditions of the group insurance plans may be amended at Thera's discretion.

5.3 Representation and Expenses. Upon presentation of the requested supporting documents, the Employee will be entitled to reimbursement of all costs and expenses reasonably incurred in the performance of his duties, subject to compliance with Thera's established budgets and policies.

5.4 Group RRSP. The Employee shall be required to subscribe to Thera's Group RRSP for a minimum of 1% of his annual base salary. In accordance with its current contribution policy, as may be amended from time to time, Thera shall subscribe to the Employee's RRSP for an amount equal to the amount subscribed by the Employee, up to the lesser of (i) the maximum amount provided by tax laws and (ii) 3% of the annual base salary earned by the Employee.

6. **Confidential Information**. For the purposes of this contract "confidential information" means all information concerning Thera and its subsidiaries, whether such information is in oral, written, graphic, photographic, computerized, recorded or in any other form, except for information that is freely available to the public. Without limiting the scope of the following, "confidential information" includes all trade secrets, scientific data, discoveries and inventions, know-how, drawings, methods, processes, software, diagrams, technical and professional knowledge, reports, names of suppliers and customers, contents of agreements with suppliers and customers, any financial information, prices, valuations, business objectives, plans, business opportunities and market studies.

During the term of this contract and for a period of 10 years following the termination of this contract, the Employee undertakes not to disclose to any person, nor to use, for himself (except during the term of this contract for the purpose of performing his duties) or on behalf of any third party, the "confidential information" of Thera and its subsidiaries, except with the prior authorization of Thera.

7. **Intellectual Property**. The Employee undertakes to assign to Thera all inventions, creations, processes, technologies or improvements developed by the Employee, alone or in collaboration, and which relate to the business of Thera and its subsidiaries or result from the very nature of his duties at Thera and its subsidiaries. The Employee agrees to assist Thera and its affiliates in obtaining, renewing or maintaining domestic or foreign patents on such inventions, creations, processes, technologies or improvements, as well as with respect to its trademarks and industrial designs. In addition, the Employee waives any moral rights he may have in respect of inventions, creations, processes, technologies, works or other intellectual property conceived or developed during the term of this contract. This provision shall survive termination of this contract for an indefinite period.

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8. **Non-Competition**. During the term of this employment contract and for a period of twelve (12) months following its termination, the Employee undertakes and agrees not to, directly or indirectly, alone or jointly with one or more legal entities or individuals, as a consultant, mandator, principal, mandatory, agent, partner, shareholder, employee, officer or director, or in any other capacity, operate, work on, or provide services relating to the research, development or marketing of molecules or peptides related to human growth hormone-releasing factor for the treatment of (x) lipodystrophy in HIV patients, (y) excess abdominal fat and (z) growth hormone deficiency. The territory covered by this prohibition is the province of Québec. Moreover, the prohibited activities in this provision also cover carrying out such activities in the company, EMD Serono, Inc. at its establishments located in Canada and the United States.

9. **Non-Solicitation**. During the term of this employment contract and for a period of twelve (12) months following its termination, the Employee undertakes and agrees not to, directly or indirectly, alone or jointly with one or more legal entities or individuals, solicit, induce, force, incite, promote, facilitate or encourage, either for himself or on behalf of any legal entity or individual, any of Thera's officers or employees or those of any of its subsidiaries, to resign from their employment with Thera or any of its subsidiaries, or to change their employment relationship with Thera or any of its subsidiaries. In addition, during the same period, the Employee undertakes and agrees not to engage the services of any officer or employee of Thera or any of its subsidiaries who was in the employ of Thera and/or any of its subsidiaries on the date this employment contract is terminated.

10. **No-interference**. For the term of this employment contract and for a period of eighteen (18) months following termination thereof, the Employee undertakes not to, directly or indirectly, alone or jointly with one or more legal entities or individuals (i) acquire, offer or make any proposal to acquire any asset of Thera or any of its subsidiaries; (ii) solicit or participate, in any manner whatsoever, in soliciting a proxy, or seeking to advise or influence any person with regard to how to vote their Thera shares, or to join or be part of a group seeking to influence the vote of any Thera shareholder in a manner contrary to the voting recommendations issued by management; (iii) assist, advise or encourage any person to acquire or propose that they acquire any asset whatsoever of Thera of any of its subsidiaries.

11. **Term**. This contract shall constitute an employment contract with an indefinite term, any of the terms or conditions of which may be amended by mutual agreement of the parties.

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12. **Termination**. Thera may terminate this contract upon:

12.1 the Employee's failure to provide the agreed services based on business objectives;

12.2 the Employee's failure to comply with Thera's Code of Ethics;

12.3 if the Employee is charged with committing an indictable offence within the meaning of the *Criminal Code* (Canada) (other than driving while intoxicated, except if it caused death or resulted in injury to a third party) and that such criminal charge meets any of the following criteria: (i) it is related to the Employee's duties at Thera, or (ii) it is of a nature that may damage Thera's reputation or cause a transaction to be derailed, or (iii) it may have material consequences on the Employee's ability to provide the agreed services;

12.4 for any other serious reason.

Employee undertakes, upon termination of his employment, not to copy, remove or take any "confidential information".

13. **Indemnity for Dismissal Without Serious Reason**. If the Employee's employment is terminated without serious reason by Thera, or if it is terminated following a structural reorganization within Thera (other than as a result of one of the events described in section 14), the Employee will be entitled to an indemnity equal to eighteen (18) months of his annual base salary, excluding any bonuses and benefits to which this contract refers. Payment of the severance indemnity is subject to Employee's compliance with the provisions of sections 6, 7, 8, 9 and 10 hereof.

14. **Indemnity in Event of a Take-over Bid and Other Material Transactions**. In the event of any of the following:

i) a take-over bid (within the meaning of the *Securities Act* (Québec), as in effect from time to time) (a "Bid"); or

ii) any transaction (amalgamation (other than with a subsidiary), arrangement, compromise, reorganization or other transaction of this nature, including any alienation by Thera to a third party of its property if, as a result of such alienation, Thera is unable to retain a significant part of its business activity) (a "Transaction");

pursuant to which a person or any person acting jointly or in concert (as defined in *Regulation 62-104 respecting Take-Over Bids and Issuer Bids* of the *Securities Act* (Québec), as in effect from time to time) with such person acquires control of Thera and that, within 12 months of the completion of the Bid or the Transaction, the Employee's employment at Thera is terminated without serious reason, the Employee will then receive on the date of termination of his employment an amount equal to the greater of (i) reasonable notice provided for by law and (ii) 18 months of his annual base salary, at the time of termination plus an amount equal to 100% of the maximum bonus set out in section 4.2 hereof, calculated based on such annual base rate salary, as well as any other amounts due but unpaid.

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For the purposes hereof, a person will be deemed to have acquired control of Thera if the person and/or persons acting jointly or in concert with the person own at least 40% of the voting securities of Thera or the entity resulting from the Transaction. For the purpose of calculating the number of voting securities held by any person (including persons acting jointly or in concert with such person), all securities convertible into or exchangeable for voting securities held or controlled by such person shall be included as if they had been converted or exchanged into voting securities, whether the conversion or exchange occurs in one or more transactions. An alienation of property includes the sale, exchange, lease of property and the granting of a licence in respect of any property. Thera will be deemed to retain a significant part of its business activity when the activities it retains after any alienation require the use of at least 25% of the value of its assets as at the end of the fiscal year preceding such alienation and such activities generated in the fiscal year preceding such alienation at least 25% of Thera's pre-tax revenues or earnings. Payment of the severance indemnity is subject to the Employee's compliance with the provisions of sections 6, 7, 8, 9 and 10 hereof.

15. **Survival of Undertakings**. The undertakings set out in sections 6, 7, 8, 9 and 10 shall survive termination of this employment contract for the periods described therein.

16. **Entire Agreement**. This employment contract shall cancel and replace the employment contract entered into on April 13, 2007, and the amendments thereof dated May 23, 2012 and July 17, 2012, it being agreed that the rights and obligations arising from this restated and amended employment contract shall not have any retroactive effect and shall take effect as of the execution of this employment contract by Thera and the Employee.

17. **Governing Law**. This contract shall be interpreted and governed in accordance with the laws of the province of Québec and the laws of Canada applicable in Québec. The parties submit to the jurisdiction of the courts of the province of Québec. This contract shall be considered in all respects as a contract of employment within the meaning of the *Civil Code of Québec*, except where expressly waived.

18. **Legal Counsel**. The Employee acknowledges that he has had sufficient time to consult with legal counsel with respect to the terms and conditions contained in this employment contract. By executing this contract, the Employee acknowledges that he understands its terms and conditions and that he participated in the negotiations thereof.

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IN WITNESS WHEREOF, the parties have executed this employment contract at the place and date hereinafter set forth.

Signed on 21-12-2012
In the city of Montréal, province of Québec, Canada

THERATECHNOLOGIES INC.

/s/ Luc Tanguay
By: Luc Tanguay
President and Chief Executive Officer

Signed on 21-12-2012
In the city of Montréal, province of Québec, Canada

/s/ Christian Marsolais
CHRISTIAN MARSOLAIS

Initials

[TRANSLATION]

PERSONAL AND CONFIDENTIAL

July 27, 2023

Christian Marsolais
[redacted]

RE: Amendment to your restated and amended Employment Contract

Dear Christian,

Following the decision of the Board of Directors to propose amendments to management employment contracts in order to update them in accordance with current legal principles and to harmonize the terms and conditions of employment contracts of executive officers reporting to the President and Chief Executive Officer regarding termination without a serious reason (just cause) and the consequences arising from any change or acquisition of control of Theratechnologies Inc. ("**Thera**") or a material transaction by Thera, we propose amending sections 13 and 14 of your restated and amended employment contract dated December 21, 2012 (the "**Contract**") as follows:

- By deleting the text of existing section 13 of the Contract and replacing it with the following text:

"13. **Indemnity for Termination Without a Serious Reason.** If the employment of the Employee is terminated without a serious reason, including as part of a reorganization to reduce personnel for economic reasons, but excluding a termination following a Change of Control (as defined below) in the circumstances set out below, the Employee will receive an amount equal to the greater of:

i. reasonable notice as required by applicable law, and;

ii. 24 months of his annual base salary at the time of his termination plus an amount equal to 100% of his target bonus for 24 months calculated on the basis of such annual base salary, but excluding the value of benefits offered by Thera and the value of option grants or other stock-based incentive compensation.

The Employee will also receive an amount equal to the value of his accrued and unpaid vacation up to the date of termination of his employment and the reimbursement of any expenses incurred in the performance of his duties but unpaid at the date of termination of his employment."

- By deleting the text of existing section 14 of the Contract and replacing it with the following text:

"14. **Indemnity Following a Change of Control or Any Other Material Transaction.**

In the event of any of the following:

a) a transaction (other than a transaction referred to in paragraph (b) below), regardless of its structure (an "**Acquisition**"), pursuant to which a person or persons acting jointly or in concert (as defined in *Regulation 62-104 respecting Take-Over Bids and Issuer Bids*, as in effect from time to time) directly or indirectly acquire beneficial ownership of, or control over, securities of Thera representing 40% or more of the voting rights attached to all voting securities for the election of directors of Thera then outstanding; or

b) the closing of any amalgamation, arrangement, compromise, consolidation, reorganization or other transaction or series of transactions of this nature involving directly or indirectly Thera (a "**Combination**") which results in either (i) the shareholders of Thera immediately prior to such Combination no longer holding, directly or indirectly, after the Combination, more than 60% of the voting rights attached to all voting securities for the purpose of electing directors of the entity resulting from the Combination (or, if Thera becomes a subsidiary, of the ultimate parent company of such subsidiary); or (ii) the Board of Directors of the entity resulting from the Combination (or, if Thera becomes a subsidiary, the ultimate parent company of such subsidiary) is no longer composed of a majority of the directors who served on Thera's Board of Directors immediately prior to the Combination; or

c) a change in the composition of Thera's Board of Directors occurring, without the approval by a majority vote of the directors composing Thera's Board of Directors prior to such change, at the same shareholders meeting or pursuant to a resolution of Thera's shareholders, and which results in Thera's Board of Directors no longer being composed of a majority of the directors of Thera who were serving as directors immediately prior to such meeting or resolution (other than a change resulting from the solicitation of proxies by the management of Thera or related to death, resignation or inability to act in such capacity) (an "**Insurgency**"); or

d) the closing of the sale, exchange, lease, transfer, liquidation, grant of an exclusive license, or any other form of alienation of Thera's assets, to a party that is not an affiliate of Thera (as defined in the *Business Corporations Act* (Québec)), representing substantially all of Thera's assets (an "**Asset Transfer**");

and that within 24 months following the occurrence of any Acquisition, Combination, Insurgency or Asset Transfer (each representing for the purposes hereof a "**Change of Control**"), either (a) the employment of the Employee is terminated without a serious reason; or (b) the Employee decides to terminate his employment of his own free will, the Employee shall then receive on the date of termination of his employment an amount equal to the greater of:

i. reasonable notice as required by applicable law, and;

ii. 24 months of his annual base salary at the time of termination plus an amount equal to 100% of his target bonus for 24 months calculated on the basis of such annual base salary, but excluding the value of the benefits offered by Thera and the value of option grants or other stock-based incentive compensation.

In all cases, the Employee will also receive an amount equal to the value of his accrued and unpaid vacation up to the date of termination of his employment and reimbursement of any expenses incurred in the performance of his duties but unpaid at the date of termination of his employment.

For the purposes of this section, in order to calculate the percentage of the number of voting securities held by any person (including persons acting jointly or in concert with such person) relative to the number of outstanding voting securities, such calculation shall include, both with respect to the voting securities held by such person (and persons acting jointly or in concert with such person) and to the outstanding voting securities, all convertible or exchangeable securities within sixty (60) days from the date of calculation of voting securities held or controlled by such person, as if such securities had been converted or exchanged into voting securities, whether such conversion or exchange occurs in one or more transactions. Such securities convertible or exchangeable within sixty (60) days shall be deemed to have been acquired and to be beneficially owned by such person (or any person acting jointly or in concert with such person).

Thera will be deemed to have entered into an Asset Transfer if such Asset Transfer represents more than 75% of the value of its assets calculated as at the date of the fiscal year end preceding such Asset Transfer, or if the assets transferred in connection with such Asset Transfer represent more than 75% of the income generated by Thera during the fiscal year preceding such Asset Transfer."

- By adding the following section 14.1 to the Contract:

"14.1 **Acceleration of Acquisition of Securities Issued as Long-Term Compensation Plans**. In the event of a Change of Control, all securities and rights issued or granted to the Employee under long-term compensation plans, such as stock options, deferred share units, appreciation rights and other rights that vest over a defined period of time, whether or not based on the achievement of performance targets, will all automatically vest as if the vesting conditions and, if applicable, the achievement of performance targets had been met."

If you agree to these amendments, we ask that you return this letter to us no later than August 3, 2023, failing which we will assume that these amendments to your employment contract are not acceptable to you and this proposal will then lapse.

These amendments will become effective upon the date of your execution of this letter below.

Except for these amendments to your restated and amended employment contract, all other terms and conditions will remain in effect and unchanged.

If you accept these amendments, please sign this letter in the space provided below and return a duly executed copy thereof to Mr. Jocelyn Lafond, General Counsel and Corporate Secretary of Thera.

Yours truly,

THERATECHNOLOGIES INC.

/s/ Paul Lévesque

Paul Lévesque
President and Chief Executive Officer

I acknowledge that I have read, had the opportunity to consult with legal counsel and understand and accept the content of these amendments to my restated and amended employment contract dated December 21, 2012.

Dated and signed at Montréal (Québec), on July 28, 2023.

/s/ Christian Marsolais
Christian Marsolais

Exhibit 4.42

THIS EMPLOYMENT AGREEMENT is made as of the 6th day of January 2023 with an effective date as of April 11, 2022 (the "**Effective Date**")

BETWEEN: **THERATECHNOLOGIES INC.**, a corporation governed by the *Business Corporations Act* (Quebec), having its head office at 2015 Peel Street, 11th floor, Montreal, Province of Quebec, H3A 1T8;

(the "**Company**")

AND: **JOHN O. LEASURE**, residing at [redacted]

(the "**Employee**")

WHEREAS:

1. Company is a publicly-listed company which conducts research and development activities and commercialized prescription products in the HIV area;

2. The Employee, a U.S. citizen, has been employed by the Company's subsidiary, Theratechnologies U.S., Inc., in the position of Global Commercial Officer, pursuant to an employment agreement dated March 29, 2021, which date shall continue to be recognized by the Company as the Employee's service date for all service-based entitlements hereunder;

3. Company and the Employee agree that the Employee shall serve as the Global Commercial Officer of the Company as of the Effective Date;

4. Company and the Employee (each a "**Party**" and, collectively, the "**Parties**") wish to enter into this employment agreement (the "**Agreement**") for the purpose of agreeing on the terms and conditions that will govern their employment relationship; and

5. The Parties agree that this Agreement shall replace and supersede all previous agreements, contracts and understandings related to the subject matter hereof;

IT IS HEREBY AGREED as follows:

1. **Definitions**

In this Agreement the following words and expressions shall have the meanings set out below:

"**Basic Salary**" means the annual base salary paid to Employee for the performance of his duties described in Schedule 1, as such Basic Salary may be amended from time to time.

"**Board**" shall mean the Board of Directors of the Company (including any committee of the Board duly appointed by it).

"**Business Day**" means a day other than (i) a Saturday or Sunday or (ii) a day that is not a public holiday in Vermont, United States.

"**Confidential Information**" means all proprietary information of Company and its Group Company, in whatever form and format, and all information provided to the Company or its Group Company by third parties that Company or its Group Company must keep confidential. Confidential Information includes Intellectual Property. Confidential Information shall not include information that was in the Employee's knowledge or possession prior to its disclosure by the Company or that is generally available to and known by the public at the time of disclosure to the Employee; provided that, such disclosure is through no direct or indirect fault of the Employee or person(s) acting on the Employee's behalf.

"**Employment**" shall have the meaning ascribed thereto in Section 2.1.

"**Group Company**" means the Company, any company of which it is a Subsidiary (its holding company) and any Subsidiaries of the Company or of any such holding company together with such other companies as the Board may from time to time designate as Group Companies for the purposes of this Agreement. As of the date of this agreement, Theratechnologies U.S., Inc. and Theratechnologies Europe Limited have been designated as Group Companies.

"**Intellectual Property**" means discoveries, concepts, ideas and improvements to existing technology whether or not written down or otherwise converted to tangible form, patents, designs, trademarks, trade names, goodwill, copyrights, all rights in inventions, designs, processes, formulae, notations, improvements, know-how, goodwill, reputation, moulds, getup, computer programmes and analogous property, plans, models and all other forms of industrial or intellectual property (in each case in any part of the world and whether or not registered or registerable and to the fullest extent thereof and for the full period thereof and all extensions and renewals thereof) and all applications for registration thereof and all rights and interests, present and future, thereto and therein.

"**Option Plan**" has the meaning ascribed thereto in Section 9.4.

"**Retirement Plan**" shall have the meaning ascribed thereto in Section 10.1.

"**Subsidiary**" means any entity directly or indirectly owned, in whole or in part, by Company of which the stockholder is a stockholder and over the affairs of which Company directly or indirectly exercises control, and includes, without limitation, corporations, partnerships, limited partnerships, limited liability partnerships, limited liability companies, statutory trusts and/or joint ventures.

"**Supervisor**" shall have the meaning ascribed thereto in Section 2.1.

"**Termination Date**" shall mean the date upon which the Employee (i) gives notice of resignation or (ii) is advised of the termination of his Employment with Company for any reason.

"**Vacation Year**" shall have the meaning ascribed thereto in Section 15.1.

2. **Appointment and Reporting Line**

2.1 Company shall employ the Employee and the Employee shall serve Company as Global Commercial Officer, for Company, on and subject to the terms and conditions specified herein (the "**Employment**"). This position is not eligible for the payment of overtime in accordance with applicable legislation. As of the date hereof, Employee will report to the President and Chief Executive Officer of Company, who currently is Mr. Paul Levesque (the "**Supervisor**"). Employee acknowledges and agrees that the President and Chief Executive Officer of Company may determine, in his sole discretion, from time to time, that Employee will cease reporting to him and will report to any other Supervisor within Company the President may appoint from time to time.

3. **Warranties**

3.1 The Employee represents and warrants that he:

(a) is not prevented by any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits him from fully performing the duties of the Employment, or any of them, in accordance with the terms and conditions of this Agreement;

(b) is not aware of any investigation (administrative or criminal) being conducted involving him and has not, in the preceding three years, been convicted of or pled guilty or *nolo contendere* to any criminal offence other than a minor misdemeanor under any criminal laws or laws having sanctions that can lead to imprisonment;

(c) has never availed himself of insolvency or bankruptcy laws or similar laws;

(d) has never been a director or an executive officer of a company or entity, the securities of which are publicly traded on a stock exchange, that has availed itself of insolvency or bankruptcy laws, or similar laws, or that has been issued an order by a securities regulatory authority having jurisdiction over such company or entity prohibiting the trading of its securities.

The Employees acknowledges that the representations made in sub-sections (b), (c) and (d) are essential to Company as the Employee is an executive officer of a publicly-listed company.

4. **Commencement of Employment**

4.1 The Employment will commence on April 11, 2022, without regard to the date of signature of this Agreement, it being understood that the Company will continue to recognize March 29, 2021 (the "**Service Date**") as the Employee's initial hire date for all service-based entitlements hereunder.

4.2 The Employment shall continue until the Termination Date.

4.3 Company reserves the right to pay salary in lieu of any period of notice that Employee is required to give pursuant to the terms hereof.

5. **Place of Work**

5.1 At least sixty percent (60%) of the Employee's working time shall be spent at the Company's place of business in the Province of Quebec or such other place in the Province of Quebec where the Company or Group Company that are resident of Canada for Canadian income tax purposes, as applicable, carries on business. The Employee's secondary place of work, for the remainder of his working time, shall be at his personal residence, which in no time shall be considered at the disposition of Company, on the East Coast of the United States or such other place on the East Coast of the United States where the Company or Group Company, as applicable, carries on business. In the performance of his duties hereunder, the Employee will be required to regularly travel in the United States, Europe and in Canada without any additional remuneration other than standard expense reimbursement subject to Company policy. The Employee agrees to maintain his eligibility for domestic and international travel and to advise the Company of any circumstances which may affect such eligibility.

6. **Duties**

6.1 The Employee's duties shall include in addition to those duties required to be performed in the normal course of his Employment, as set out in Schedule 1 to the Agreement, which Schedule constitutes part of this Agreement:

(a) undertaking all legitimate reasonable requests made by Company taking into consideration its evolution over time;

(b) reporting his own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee of Company or Group Company immediately on becoming aware of it to the Chair of the Board of Company, who is currently Ms. Dawn Svoronos, or to the Company's General Counsel, who is currently Mr. Jocelyn Lafond.

(c) comply with the rules, regulations and various policies of Company and those of the Group Company, applicable to Company, currently in force and as they are updated from time to time as notified to the Employee in writing, including the *Code of Business Conduct and Ethics,* a copy of which has been provided to the Employee who hereby acknowledges having received and read same; and

(d) observe and adhere to all health and safety regulations in force from time to time.

6.2 For the avoidance of doubt, the Employee's duties are not limited to those set out above and in Schedule 1 to this Agreement, and the Employee shall be required to undertake any such additional or alternative duties as Company shall reasonably assign to him from time to time.

6.3 In his capacity as Global Commercial Officer, the Employee shall devote all his business time, attention and skill to his duties hereunder, and shall at all times act in the best interests of Company on a global scale basis. The Employee shall faithfully and diligently perform such duties and exercise such powers consistent therewith. Notwithstanding the foregoing, while the Employee works from his personal residence in the United States, the Employee shall refrain from doing the action described in Schedule 2 hereto.

6.4 The Employee shall comply with all applicable Company's rules, regulations, policies and procedures, as well as those of any Group Company applicable to Company, from time to time in force and to any applicable regulatory obligations and codes of practice whether or not such obligations are otherwise legally binding. While the Employee is subject to a contractual obligation under this Agreement to comply with these policies, Company nevertheless reserves the right to amend, withdraw or supplement these policies at any time. Notice of such amendment and changes, once in force, shall be given to the Employee for compliance purposes. For the avoidance of doubt, in the event that any such changes are made or additional or replacement policies are introduced, the Employee remains contractually required under this Agreement to comply with these policies, which may be amended or replaced.

7. **Hours of Work and Rules**

7.1 The Employee's normal hours of work will be 8:30 am to 5:00 pm Monday to Friday inclusive.

7.2 Notwithstanding the foregoing, the Employee shall work such additional hours as are necessary for the proper performance of his duties. The Employee acknowledges that his hours of work may vary and be irregular as required by operational needs and that, he shall not receive further remuneration in respect of such additional hours. For the avoidance of doubt, the Employee understands and agrees that the remuneration provided herein is paid to him in compensation of all the hours of work that may be required for him to satisfactorily perform his duties hereunder.

8. **Exclusivity of Service**

8.1 During the Employment, the Employee shall devote his full time and attention to his duties hereunder and shall not (without the prior written consent of the Supervisor) directly or indirectly, either on his own account or on behalf of any other person, company, business entity or other organisation, engage in, or be concerned with, or provide services to, (whether as an employee, officer, director, agent, partner, consultant or otherwise) any other business. Notwithstanding anything contained herein to the contrary, the Employee may, (A) upon prior written notice to the Supervisor and after receipt of approval from Supervisor, serve as a member of the board of directors or managers or other similar governing body of a company or entity, provided such company or entity does not engage in a business competitive with the Company or Group Company, and provided, further, that such activities do not materially interfere with the performance of the Employee's duties or responsibilities on behalf of the Company or Group Company, or (B) directly or indirectly, be a passive owner of (i) not more than two percent (2%) of any class of stock of a corporation that is a competitor of the Company, which class of stock is publicly traded or (ii) not more than five percent (5%) of any class of security of any other entity that is a competitor of the Company, in each case so long as the Employee has no active participation in the business of such corporation or entity.

9. **Remuneration**

9.1 Company shall pay to the Employee an annual Basic Salary of CAN$402,062, payable every two weeks pro rata in arrears by equal instalments into the Employee's nominated bank account by electronic credit transfer subject to the deduction of income tax and any other applicable lawful deductions. The Employee's Basic Salary will be subject to review and adjustment, if any, on a yearly basis.

9.2 The Employee is also eligible to participate in Company's discretionary annual bonus plan subject to the rules of the relevant bonus plan or those of Group Company applicable to Company. The target bonus rate shall be set at 40% of the Employee's annual Basic Salary. The Employee acknowledges that the amount of any bonus may vary yearly and will be contingent upon the attainment of both corporate and personal objectives. The reference period for the Company's discretionary annual bonus plan is from December 1 of a calendar year to November 30 of the ensuing calendar year. For the avoidance of doubt, any bonus payable for a partial year worked by the Employee will be prorated to take into consideration the number of days worked by Employee during the reference period. Notwithstanding the foregoing, the Employee must be employed by Company at the time of payment of any bonus in order to be considered for the payment of a discretionary bonus hereunder. No bonus will be payable to the Employee on and after the Termination Date. For greater certainty, the Employee will not be entitled to any bonus with respect to a period (unworked) for which he received or may claim an indemnity in lieu of prior notice of termination or severance pay, regardless of whether the termination is for cause (as defined in Section 16.2) or for any other reason. Moreover, the Employee will not be entitled to claim damages as a result of the loss of bonuses during any applicable notice of termination period.

9.3 Employee shall not be eligible to receive a bonus under Section 9.2, and the Company may require, within thirty (30) days of written notice, repayment from Employee of the last bonus previously paid to Employee under Section 9.2 in the event that either (i) the Company receives a letter from the Federal Food and Drug Administration seeking the withdrawal of promotional documents or a change in detailing activities as a result of off-label allegations for which the Employee was responsible or had direct knowledge; provided further, however, that if the documents or detailing activities were internally approved, such provision shall not apply; or (ii) the Company is convicted for violations of anti-kickback statutes or other like regulation as a result of commercialization activities engaged in by the Employee or by one of his direct reports at his urging which were not internally approved. To the extent permitted by law, any payments otherwise due to Employee may be reduced to enforce the repayment obligations set forth in this Section 9.3.

9.4 In addition to the Employee's annual Basic Salary and the discretionary annual bonus plan, the Employee will be eligible to participate in equity-based incentive plans adopted from time to time by Company. Should the Board decide to grant stock options under its share option plan (the "**Option Plan**"), the number of options to be granted shall represent a target value equal to 20% to 45% of his annual Basic Salary. The value shall be computed as set forth in Schedule 4. The terms and conditions relating, namely, to the vesting and exercise of any such options will be determined by the Board on the date of grant in accordance with the terms and conditions of the Option Plan

9.5 The Employee acknowledges that any grant of stock options or other equity-based incentive measures under this Agreement does not give rise to any entitlement to additional awards under the Option Plan or any other equity-based incentive plans in the future.

9.6 Company shall reimburse any expenses incurred by the Employee in respect of the rental of a property or residential accommodation in the city of Montreal during the Employment. Such reimbursement shall not exceed the amount of CAN$2,000 per month. Employee acknowledges that the payment of such amount is a taxable benefit. To be eligible to receive such reimbursement, the Employee shall provide the Company with a copy of the lease and any relevant invoice or receipt, as applicable.

9.7 Company shall reimburse any expenses incurred by the Employee in respect of the preparation of his annual tax filings in connection with this Agreement. Notwithstanding the foregoing, such reimbursement shall not exceed an amount equal to US$5,000 per year. Employee acknowledges that the payment of this amount is a taxable benefit. To be eligible to receive such reimbursement, the Employee shall provide the Company with a copy of any relevant invoice or receipt, as applicable.

9.8 Company reserves the right at any time to vary or discontinue any employee benefit plan or scheme and/or to provide alternative benefits for and in respect of the Employee.

9.9 Company and the Employee agree that any remuneration paid to the Employee in the form of Basic Salary, discretionary annual bonus plan or grant of stock options under the Option Plan is paid to the Employee in consideration only for the performance of his employment duties as described in Schedule 1 hereto.

10. **Registered Retirement Savings Plan**

10.1 The Company will make contributions to its Canadian group registered retirement savings plan (the "**Retirement Plan**") on behalf of the Employee in accordance with this Section. Subject to and conditional upon the terms of the Retirement Plan and applicable laws, Company will match the contribution of the Employee on a dollar-for-dollar basis up to an amount equal to 50% of the maximum annual contribution allowed under applicable Canadian laws. The Employee acknowledges that his contribution to the Retirement Plan is mandatory.

11. **Health Insurance and Other Benefits**

11.1 The Employee shall be entitled to participate in the medical, dental and/or vision insurance coverage plans offered by the Company's Subsidiary, Theratechnologies, U.S., Inc. in accordance with the terms and conditions of such plans, as amended from time to time. The Employee acknowledges that Theratechnologies, U.S. Inc. reserves the right at any time to terminate or alter its contributions to medical, dental and/or vision insurance and/or to provide alternative medical, dental and/or vision insurance for and in respect of the Employee and all of its employees.

11.2 The Employee will be covered for long-term disability and death-in-service benefits from the plan offered by the Company's Subsidiary, Theratechnologies, U.S., Inc. in accordance with the terms and conditions of such plan, as amended from time to time. The Employee acknowledges that Theratechnologies, U.S. Inc. reserves the right at any time to terminate or alter the terms and conditions of the plan or to provide alternative plan for and in respect of the Employee and all of its employees. The Company will cover the Employee for short-term disability until the long-term disability plan of the Company's Subsidiary becomes effective.

11.3 All benefits, including the Retirement Plan, payable or otherwise made available to the Employee under any Company or Group Company benefit plan(s) in which the Employee may be entitled to participate from time to time shall automatically cease, as shall the Employee's eligibility to participate in such plan(s), upon the Termination Date. In the event of the termination of Employee's Employment for any reason whatsoever, Company shall be under no obligation to replace the terminated or discontinued benefit plan(s) and/or provide the same or similar benefits or compensation in lieu.

12. **Expenses**

12.1 Company shall reimburse to the Employee (against receipts or other satisfactory vouching evidence) all reasonable business expenses properly and validly incurred and defrayed by him in the course of the Employment, subject to Company's rules and policies relating to expenses. Original receipts of all business expenses shall be submitted to Company on a monthly basis.

12.2 The Employee will not be entitled to any expense reimbursement related to the use of a workspace in his personal residence on the East Coast of the United States.

13. **Deductions**

13.1 Company shall be entitled at any time during the Employment, or in any event on termination of this Agreement, to deduct from the Employee's remuneration hereunder any monies due from him to Company including but not limited to any overpayments made to him, outstanding loans and advances, and any other deductions with Employee's consent in accordance with applicable law. By signing this Agreement, Employee hereby consents to any such deductions from his remuneration and other sums as permitted by applicable law.

14. **Care Days and Sick Leave**

14.1 Employee shall be entitled to five (5) days of paid time ("**Care Days**") at the beginning of every Vacation Year to satisfy family-related obligations. The Care Days are in addition to any paid sick days or family responsibility leave days provided under applicable legislation.

14.2 Company has illness and absence notification requirements. The Employee must notify the Supervisor of any unplanned absence (whether through illness or otherwise). Where there is continuing absence, the Employee shall keep Company fully informed on a regular basis of his condition and expected return to work date. A medical certificate must be produced in respect of absence of three (3) consecutive days or more and afterwards, at such intervals as required by Company.

14.3 Company reserves the right to require the Employee to undergo a medical examination by a doctor or consultant appointed solely by Company when doing so is job-related and consistent with business necessity, in which event Company will bear the cost. Any information or report arising from such examination may be released to Company and will be treated on a confidential basis by Company to make relevant determinations based on the advice of its appointed doctor and/or consultant.

14.4 Unless otherwise required by applicable law, Company is not obliged to pay the Employee during any unauthorised absence (whether through illness or otherwise) and, in such event, the Employee should avail of any appropriate social welfare benefits. However, Company may in its absolute discretion and without creating any expectation, precedent or entitlement, decide to pay the Employee where appropriate.

15. **Vacation and Holidays**

15.1 The Employee shall be entitled to accrue twenty (20) working vacation days per year based on the Company's fiscal year, accrued at the rate of 1.66 days per month. Company's fiscal year begins on December 1 of a calendar year until November 30 of the ensuing calendar year (the "**Vacation Year**"). All vacation days for a given Vacation Year are earned based on the number of days worked in the prior Vacation Year. The Employee may only take vacation days at such times as are agreed with the Supervisor. Where the Employee has taken vacation days in excess of his accrued entitlement up to the Termination Date, the amount of Basic Salary paid to the Employee in respect of such excess vacation days taken may be deducted by Company from any salary due to the Employee.

15.2 Company reserves the right, at its sole discretion, to require the Employee to take all or part of any outstanding vacation days during any notice period or to make payment in lieu thereof.

15.3 Only up to five (5) vacation days earned in a prior Vacation Year can be carried over to the next Vacation Year. Employee acknowledges that any accrued but unused vacation days in excess of the allowed five (5) carried over vacation days that are not taken in the appropriate Vacation Year will be forfeited entirely without any right to payment in lieu thereof unless the Employee has been prevented from taking such vacation days. For the 2021-2022 Vacation Year, the Company acknowledges that the Employee has carried over five (5) vacation days.

15.4 The Employee will be entitled to paid time off on the holidays observed by the Company's Subsidiary, Theratechnologies, U.S., Inc. and in accordance with the terms and conditions of the applicable policy related thereto, as may be amended from time to time. Such policy currently provides for the observance of the following holidays:

(a) New Year's Day

(b) Martin Luther King Day

(c) President's Day

(d) Memorial Day

(e) Independence Day

(f) Labor Day

(g) Thanksgiving Day (US)

(h) Day after Thanksgiving (US)

(i) Christmas Eve

(j) Christmas Day

(k) Holiday Break (December 26th – 30th)

(l) New Year's Eve Day

In accordance with the applicable policy, if a holiday falls on the weekend, it will be observed on the closest corresponding day (i.e., holidays that fall on a Saturday will be observed on Friday, and holidays that fall on Sunday will be observed on Monday).

16. **Termination**

16.1 The Employee agrees to give the Company at least thirty (30) days' advance written notice in the event Employee voluntarily terminates his employment. The Company reserves the right to waive this notice period, in whole or in part, and relieve the Employee from the requirement to provide services during the notice period by paying the Employee his then annual Basic Salary, less applicable withholdings, for the unworked portion of the resignation notice period.

16.2 Upon termination of employment "for cause", Company's sole obligation under this Agreement is to pay Employee any earned but unpaid wages through the date of termination and reimburse any authorized business expenses in accordance with Company policy (the "**Accrued Amounts**"). Employee is not entitled to a payout of accrued but unused vacation upon termination unless the Employee has been prevented from taking such vacation days or unless otherwise required under applicable legislation. For the purposes of this Agreement, "for cause" termination includes a termination of this Agreement as a result of the occurrence of any of the following: (i) death; (ii) wilful misconduct or gross negligence in the performance of Employee's material duties; (iii) continued material failure by Employee to satisfactorily perform the duties of his position after receipt of written notice of such material failure from Company; (iv) material breach of the terms and conditions of this Agreement or any other agreement executed by the Company and the Employee; (v) material failure by the Employee to comply with the Company's *Code of Business Conduct and Ethics*, Employee Manual and other policies adopted from time to time by the Company governing the conduct of employees and that have been provided to the Employee in writing or were shown to the Employee as being available for review by the Employee, where, when such failure is capable of cure, such failure continues after written notice thereof and failure to cure within 15 days of such notice; (vi) violation of the U.S. *Federal Food Drug and Cosmetic Act*, U.S. *Federal Anti-Kickback Statute* and U.S. *False Claims Act*, as well as other similar laws applicable to the commercialization of drug products in the United States or in Canada (vii) fraud, embezzlement, or misappropriation of property; (viii) conviction or pleading guilty or *nolo contendere* to a felony or other crime involving moral turpitude; (ix) if the Employee is indicted for a criminal offense and that such offense (a) is related to the position held by the Employee, or (b) tarnishes the Company's reputation or goodwill or prevents the Employee from performing his obligations under this Agreement, in either case where circumstances suggest that Employee engaged in the conduct for which he was accused and (x) any other act or omission by the Employee which constitutes a "serious reason" to terminate employment without prior notice or pay in lieu of such notice in accordance with article 2094 of the *Civil Code of Québec*.

16.3 Upon termination of employment by the Company for a reason other than "for cause", or by the Employee for "Good Reason" prior to the fifth (5^{th}) anniversary date of Employee's Service Date, Company shall pay Employee: (a) the Accrued Amounts; and (b) a severance payment equal to six (6) months of Employee's annual Basic Salary, less applicable withholdings. Beginning on the fifth (5^{th}) anniversary date of the Employee's Service Date, if Employee is terminated by the Company other than "for cause", or resigns for "Good Reason", Employee shall be entitled to receive the (x) Accrued Amounts; and (y) a severance payment equal to 100% of his then annual Basic Salary, less applicable withholdings. For greater certainty, Employee will not be entitled to receive any additional payments, such as his targeted discretionary annual bonus for which active employment at the time of payment is a condition to receiving any such payment, the value of his health and death-in-service insurance benefits as well as any other benefits he may otherwise be entitled to during his employment with Company. For purposes of this Agreement, termination for "Good Reason" includes a resignation by Employee as a result of the occurrence of any of the following: (i) the Employee's title is changed from "Global Commercial Officer" to another title with a lower level of responsibility and authority without his consent, (ii) there is a material adverse reduction in Employee's level of responsibility and authority from that generally associated with the officer position of "Global Commercial Officer" of the Company without his consent, (iii) Employee is required to move or report to an office location that is more than forty (40) kilometers from Company's office, without permitting Employee to work remotely from his home office, without Employee's consent, or (iv) the Company makes a reduction in Employee's annual Basic Salary. Where the Employee has Good Reason, Employee shall have the right to terminate his employment with the Company for Good Reason provided the following occur: (a) Employee gives written notice to his Supervisor within thirty (30) days after the date the Good Reason event occurred; (b) Company fails to cure the Good Reason event specified in the written notice within fifteen (15) days of receipt of the written notice; and (c) Employee resigns within ten (10) days of the expiration of the cure period.

16.4 Upon termination of the employment of Employee for a reason other than "for cause" or by the Employee for "Good Reason" at any time within twelve (12) months from the date of a "Change of Control" of Company, Employee shall be entitled to receive: (a) the Accrued Amounts and (b) an amount equal to 100% of his annual Basic Salary, less applicable withholdings. For the purpose of this Agreement, a "Change of Control" shall mean the occurrence of any of the following: (i) any change of control, in fact or in law, including any purchase, sale, transfer, disposition or other transaction, of any nature whatsoever, and whether carried out singly, in combination or as part of a series of transactions, pursuant to or as a result of which any person or group of persons acting together or in concert shall acquire, hold or exercise, whether directly or indirectly, rights over more than forty percent (40%) of the outstanding common shares of Company, or which entitle the holder(s) thereof to more than seventy-five percent (75%) of the economic value of the Company; or (ii) those individuals who, as at the date immediately preceding the date of the "Change of Control" constitute the Board (hereinafter called the "**Incumbent Board**"), cease for any reason to constitute at least a majority of the Board after the date of the "Change of Control".

16.5 Any payments to Employee pursuant to Sections 16.3 or 16.4 of this Agreement beyond the Accrued Amounts are contingent upon Employee timely executing and not timely revoking a separation agreement that includes a full release of all claims by Employee against the Company, Group Company and any of their respective directors, officers and employees, to the maximum extent permitted by law, and other standard non-disparagement, non-disclosure, non-solicitation and non-compete provisions (the "**Release**"). Any severance payments due under Sections 16.3 or 16.4 of this Agreement will commence within 30 days of the effective date of the Release, which shall be no later than 60 days following the Employee's Termination Date.

16.6 On termination of Employment, the Employee shall forthwith return to Company, in accordance with Company's instructions, all equipment, correspondence, records, specifications, software, models, notes, reports and other documents and any copies thereof and any other property belonging to Company or any Group Company which are in his possession or under his control. The Employee shall, if so required by Company, confirm in writing compliance with his obligations under this Section.

16.7 The Employee further agrees to permanently destroy or otherwise delete all information or data belonging to, or relating to Company, or any Group Company, or a client, or a supplier, or any of their employees, which is recorded in any other property, medium or format including without limitation on any social media site including LinkedIn in the Employee's possession, custody or control unless the Employee has been instructed by Company not to do so. Notwithstanding the foregoing, Employee shall be entitled to reference his past experience with Company under his own social media account but shall not represent himself as currently employed by Company under his own social media account upon termination of his Employment.

16.8 Company shall have the right to suspend the Employee on full pay pending any investigation and subsequent disciplinary hearing, including any appeal hearing, into any potential dishonesty, gross misconduct or any other circumstances, including alleged violation of securities laws and regulation, violation of the Anti-kickback Statutes and similar laws, that may give rise to a right to Company to terminate.

16.9 The termination of the Employment shall be without prejudice to any right Company may have in respect of any breach by the Employee of any of the provisions of this Agreement that may have occurred prior to such termination.

16.10 The Employee agrees that he will not at any time after the termination of the Employment:

(a) Represent as still having any connection with Company or any Group Company, save as a former employee for the purpose of communicating with prospective employers or complying with any applicable statutory requirements;

(b) Make or cause to be made (whether directly or indirectly) any derogatory comments or statements about Company or any Group Company or its or their respective known officers or employees;

(c) Make, or cause to be made (directly or indirectly), any statement or comment on behalf of the Company to the press or other media concerning the Employment with Company.

17. **Confidentiality**

17.1 The Employee shall neither during the Employment (except in the proper performance of his duties) nor at any time after the termination thereof (without limit), directly or indirectly:

(a) use for his own purposes or those of any other person, company, business entity or other organisation whatsoever; or

(b) disclose to any person, company, business entity or other organisation whatsoever;

any trade secrets or Confidential Information including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, sales and marketing information, business plans or dealings, employees or officers, source codes and computer systems, software, financial information and plans, designs, formulae, prototypes, product lines, services, research activities, any document marked ‘Confidential’ (or with a similar expression), or any information which the Employee has been told is confidential or which he might reasonably expect Company or any Group Company would regard as confidential, or any information which has been given to Company or any Group Company in confidence by customers, suppliers or other persons.

17.2 The Employee shall not at any time during the Employment with Company make any notes or memoranda relating to any matter within the scope of Company's business, dealings or affairs otherwise than for the benefit of Company or any Group Company and/or as part of his performance of services for the Company.

17.3 The obligations contained in this Section shall not apply to any disclosures required by law, and shall cease to apply to any information or knowledge which may subsequently come into the public domain after the termination of Employment other than by way of unauthorised disclosure.

17.4 The Employee shall not make or communicate any statement (whether written or oral) on behalf of the Company to any representative of the press, television, radio, or other media and shall not write any article for the press or otherwise for publication on behalf of the Company on any matter connected with or relating to the business of Company or any Group Company without obtaining the prior written approval of the Supervisor.

17.5 Nothing in this Agreement will be construed to prohibit Employee from filing a charge with, reporting possible violations to, or participating or cooperating with any governmental agency or entity, including but not limited to the EEOC, the Department of Justice, the Securities and Exchange Commission, Congress, or any agency Inspector General, or making other disclosures that are protected under the whistle-blower, anti-discrimination, or anti-retaliation provisions of federal, state, provincial or local law or regulation; provided, however, that Employee may not disclose Company information that is protected by the attorney-client privilege, except as expressly authorized by law. Employee does not need the prior authorization of the Company to make any such reports or disclosures and Employee is not required to notify the Company that he has made such reports or disclosures.

17.6 Although this Agreement is governed by the laws of the Province of Quebec, the Company provides notice to Employee pursuant to the *Defend Trade Secrets Act* that:

(a) An individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (1) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and

(b) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

18. **Intellectual Property**

18.1 This Section relates to all Intellectual Property, discovery, invention, process or improvement in procedure made, created or discovered by the Employee (whether alone or jointly with others) while in the employment or service of Company or any Group Company in connection with or in any way affecting or relating to the businesses of Company or any Group Company or capable of being used by such Company or Group Company.

18.2 All such Intellectual Property to which this Section applies shall to the fullest extent permitted by law belong to, vest in and be the absolute sole and unencumbered property of Company.

18.3 The Employee hereby:

(a) undertakes to notify and disclose to Company in writing full details of all Intellectual Property to which this Section applies forthwith upon the production, invention or discovery of the same, and promptly whenever requested by Company and in any event upon the termination of this Agreement deliver up to Company all correspondence and other documents papers and records and all copies thereof in his possession, custody or power relating to any such Intellectual Property;

(b) undertakes to hold on trust for the benefit of Company any such Intellectual Property to the extent that the same may not be, and until the same is, vested absolutely in Company;

(c) assigns by way of present assignment of future copyright all copyright in all such Intellectual Property to which this Section applies;

(d) acknowledges that, save as provided in this Agreement no further remuneration or compensation is or may become due to him in respect of the performance of his obligations under this Section;

(e) undertakes at the expense of Company to execute all such documents, make such applications, give such assistance and do such acts and things as may in the opinion of Company be necessary or desirable to vest in and register or obtain letters patent in the name of Company and otherwise to protect and maintain such Intellectual Property.

18.4 The Employee agrees to waive any moral rights in the Intellectual Property to which the Employee is now or may at any future time be entitled under the laws of any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such work or other materials, infringes the Employee's moral rights.

18.5 The Employee hereby irrevocably appoints Company to be his representative in his name and on his behalf to execute and do any such instruments or things and generally to use his name for the purpose of giving to Company or its nominees the full benefit of the provisions of this Section.

This Section shall not apply to any invention that Employee developed entirely on his own time without using the Company's or Group Company's equipment, supplies, facilities, trade secret information or Confidential Information except for those inventions that either (i) relate to the business of Company's or Group Company's business, or actual or anticipated research or development of Company or Group Company, or (ii) result from any work performed by Employee for Company or Group Company.

19. **Post Termination Obligations**

19.1 In consideration of the salary and other benefits payable under this Agreement, the Employee covenants with and undertakes to Company that he will observe the post termination obligations set out in Schedule 3 to this Agreement, which Schedule constitutes part of this Agreement.

20. **Tax Equalization**

20.1 Company agrees to tax equalize Employee on his Basic Salary earned in Canada and on any bonus paid for his services in Canada. The tax equalization will be assessed against tax laws in effect from time to time in the state where the main residence of Employee is located, such that Employee shall pay more or less income tax on these elements of his compensation than if he remained working in the state of his main residence in the United States. Any increased tax costs on these elements of his compensation shall be borne by Company.

20.2 The Company will not tax equalize Employee on any other elements of his compensation and benefits, including long-term incentives and housing. Employee will bear the cost of income tax in the state of his main residence in the United States and in Québec.

20.3 Employee will be responsible for any tax preparation services related to tax equalization.

20.4 In order to determine Employee's fiscal tax obligation under this Agreement and in order to reconcile amounts paid by Employee and Company with Employee's final tax obligation under this Agreement, Employee shall provide to Company copies of his final tax returns as well as any tax assessments received from tax authorities in order to prepare a tax equalization calculation for each calendar year that Employee is employed by Company under the terms of this Agreement.

21. **Severability**

21.1 The various Sections and sub-Sections of this Agreement and the Schedules attached hereto are severable and if any Section or sub-Section is held to be unenforceable by any court of competent jurisdiction then such unenforceability shall not affect the enforceability of the remaining Sections or sub-Sections in this Agreement or Schedules.

22. **Notices**

22.1 Any notice to be given hereunder may be delivered (a) in the case of Company by post addressed to its registered office for the time being, with a copy by email to his Supervisor (which copy shall independently constitute notice) and (b) in the case of the Employee, either to him personally or by post to his last known address.

22.2 Notices served by post shall be deemed served on the third (3rd) Business Day after the date of posting.

23. **Prior Agreements**

23.1 This Agreement cancels and is in substitution for all previous letters of engagement, agreements and arrangements, assurances, statements, warranties, promised, representations or misrepresentations (whether oral or in writing) relating to the subject matter hereof between Company and the Employee all of which shall be deemed to have been terminated by mutual consent.

23.2 This Agreement constitutes the entire terms and conditions of the Employment with Company and no waiver or modification thereof shall be valid unless in writing, signed by the parties and only to the extent therein set forth.

24. **Counterparts**

24.1 The Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument. Pdf and fax copies of this signed Agreement shall be treated as originals for all purposes.

25. **Governing Law and Jurisdiction**

25.1 This Agreement is governed by and construed in accordance with the laws of the Province of Quebec and the federal laws applicable therein.

26. **Assistance and Review by Attorney**

26.1 The Employee hereby acknowledges his understanding of the terms and conditions of this Agreement and that he has had an opportunity to have this Agreement reviewed by his own attorney at law.

27. **Personal Information**

27.1 The Employee agrees that the Company will create and maintain a file to contain his personal information collected during his Employment. The Employee agrees that such personal information will be used for the purposes of administration of his Employment, including for payroll and benefits administration, and may be communicated to third parties, whether in the Province of Quebec or outside of the Province of Quebec, for such purposes. Such file will be kept by the Company during the Employee's Employment and for up to seven (7) years following termination of employment, the whole, in accordance with applicable law.

28. **English Language**

28.1 The Parties declare that they have expressly required this Agreement to be drafted in the English language. *Les Parties déclarent avoir expressément exigé que ce contrat soit rédigé en langue anglaise.*

[signatures on the next page]

THERATECHNOLOGIES INC.

Per: /s/ Paul Lévesque
Paul Levesque, President and
Chief Executive Officer

Date: 1/17/2023

/s/ John O. Leasure
JOHN O. LEASURE

Date: 1/17/23

SCHEDULE 1

KEY RESPONSIBILITIES

- Overseeing the Global commercial HIV business;
- Leading the following functions servicing the Global operations:
    - Global marketing;
    - Global Analytics;
    - Global manufacturing, sourcing and drug development;
    - Global pricing and reimbursement;
    - Global new product planning.
- Managing expenses and budget in relation to the above functions.

SCHEDULE 2

PROHIBITED ACTIVITIES

- Any strategic business development for Company;
- Work leading up to, and including, the negotiation and signing of any contracts with clients or main service providers/manufacturers, distributors, key business partners or relevant governmental authorities of Company or contracts that relate to the operation of the business of Company;
- Discussions and determination of Company's product pricing;
- Work leading up to the execution of any contracts relating to the financing activities of Company;
- Any significant interaction with Company's investors;
- Works leading up to the execution of any contracts related to potential expansion in new markets for Company, merger and acquisition activities or identification of new investments/targets (should it become relevant).

SCHEDULE 3

RESTRICTIVE COVENANTS

1. Non-solicitation of Employees

The Employee shall not, during his employment with the Company or any Group Company and for a period of twelve (12) months following the termination of the Employee's employment hereunder for any reason, either solely or jointly with others, including as employee, consultant, independent contractor, partner, manager, agent, employee or otherwise, without the consent in writing of the Supervisor, directly or indirectly, solicit or entice or cause to be solicited or enticed away from the Company or a Group Company any person (i) who was employed by the Company or a Group Company ***and*** (ii) with whom the Employee had direct contact on behalf of the Company or a Group Company, in both cases during the twelve-month period preceding the termination the Employee's employment.

2. Non-solicitation of Customers

As a distinct and separate covenant, the Employee shall not, during his employment with the Company or any Group Company and for a period of twelve (12) months following the termination of the Employee's employment hereunder for any reason, either solely or jointly with others, including as employee, consultant, independent contractor, partner, manager, agent, employee or otherwise, without the consent in writing of the Supervisor, directly or indirectly, solicit or entice or cause to be solicited or enticed away from the Company or a Group Company any customer (i) who was a customer of the Company or a Group Company during the twelve-month period preceding the termination the Employee's employment ***and*** (ii) with whom the Employee had direct contact on behalf of the Company or a Group Company ***or*** about whom the Employee learned Confidential Information, in both cases during the twelve-month period preceding the termination of the Employee's employment.

3. Non-solicitation of Prospective Customers

As a distinct and separate covenant, the Employee shall not, during his employment with the Company or any Group Company and for a period of twelve (12) months following the termination of the Employee's employment hereunder for any reason, either solely or jointly with others, including as employee, consultant, independent contractor, partner, manager, agent, employee or otherwise, without the consent in writing of the Supervisor, directly or indirectly, solicit or entice or cause to be solicited or enticed away from the Company or a Group Company any prospective customer with whom Employee was directly involved ***or*** about whom Employee learned Confidential Information, in both cases during the twelve-month period preceding the termination the Employee's employment.

4. Non-competition

As a distinct and separate covenant, the Employee shall not, during his employment with the Company or any Group Company and for a period of twelve (12) months following the termination of the Employee's employment hereunder for any reason, anywhere in the United States, directly or indirectly, work for, provide services to or have an ownership interest in any business located in the United States that competes with the Company's or a Group Company's business. For the purpose of this provision the "business" of the Company and of a Group Company consists in manufacturing, selling, or distributing HIV drugs, as well as conducting research and development work in the field of (i) nonalcoholic steatohepatitis or (ii) oncology where the sortilin receptor is the main target of any anti-cancer drug. Notwithstanding the foregoing, nothing herein will prevent Employee from being a passive owner of (i) not more than two percent (2%) of any class of stock of a corporation that is a competitor to Company or of a Group Company, which class of stock is publicly traded or (ii) not more than five percent (5%) of any class of security of any other entity that is a competitor to Company, in each case so long as the Employee has no active participation in the business of such corporation or entity.

5. Acknowledgement

Employee acknowledges and agrees that the restrictions contained in the Agreement, including this Schedule 3, are necessary for the protection of the legitimate business interests of the Company and any Group Company, that the restrictions are no greater than necessary to protect the Company's and any Group Company's legitimate business interests, including because the Employee's duties cover the United States, and that the Company's and any Group Company's legitimate business interests would not be adequately protected if the restrictions were narrowed or limited. Employee further acknowledges and agrees that Employee's skills and abilities are transferable to other businesses and industries, and that the restrictions imposed hereunder will not prevent Employee from earning a livelihood.

Employee further acknowledges that failure to comply with the terms of the Agreement, including this Schedule 3, may cause serious or irreparable harm to the Company and any Group Company. Employee agrees that, in addition and cumulative to any other remedies available to the Company or any Group Company under applicable law for Employee's breach or threatened breach of the Agreement, including this Schedule 3, the Company and any Group Company is entitled to seek specific performance or injunctive relief against Employee to prevent such damage or breach, including by way of a provisional, interlocutory and permanent injunction. The existence of any claim or cause of action Employee may assert against the Company or Group Company will not constitute a defence thereto.

SCHEDULE 4

COMPUTATION OF STOCK OPTION VALUE

The number of stock options to be granted will be determined by dividing the dollar amount of the grant by the value of an option, as determined by the Black-Scholes method, using the closing price of the common shares of the Company on the NASDAQ stock market on the date determined by the board of directors of the Company.

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P 514 336-7800
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THERA technologies

Exhibit 4.43

PERSONAL AND CONFIDENTIAL

Montreal, July 31, 2023

John Leasure
[redacted]

RE: Amendment to your Employment Agreement

Dear John:

Further the decision of the board of directors of Theratechnologies Inc. ("**Thera**") to harmonize the terms and conditions of all of the employment agreements of the executive officers related to a termination without a serious reason and a termination in the event of a change of control of Thera or other material transactions involving Thera, we hereby offer you to amend Sections 16.3 and 16.4 of your employment agreement dated January 6, 2023 (with an effective date of April 11, 2022) (the "**Agreement**") as follows:

- by deleting Section 16.3 of the Agreement in its entirety and by replacing it by Section 16.3 below:

"16.3. Upon termination of employment by Company for a reason other than "for a serious reason", including as part of a reorganization to reduce staff for economic reasons, but excluding termination following a Change of Control (as defined below) in the circumstances set forth below, the Employee will receive an amount equal to the greater of:

i. the reasonable period of time to provide the notice of termination under applicable law; and

ii. if the Employee has less than 5 years of continuous service: 12 months of his annual base salary at the time of termination plus an amount equal to 100% of his target bonus for 12 months calculated on the basis of such annual base salary, but excluding the value of any benefits offered by Company and the value of any option grants or other stock-based incentive compensation; or

iii. if the Employee has 5 years or more, but less than 10 years, of continuous service: 18 months of his annual base salary at the time of termination plus an amount equal to 100% of his target bonus for 18 months calculated on the basis of such annual base salary, but excluding the value of any benefits offered by Company and the value of any option grants or other stock-based incentive compensation; or

iv. if the Employee has 10 or more years of continuous service: 24 months of his annual base salary at the time of termination plus an amount equal to 100% of his target bonus for 24 months calculated on the basis of such annual base salary, but excluding the value of any benefits offered by Company and the value of any option grants or other stock-based incentive compensation.

The Employee will also receive an amount corresponding to the value of his accrued and unpaid vacation up to the date of termination of his employment and the reimbursement of any expenses incurred in the performance of his duties but remaining unpaid at the date of termination of his employment."

- by deleting Section 16.4 of the Agreement in its entirety and by replacing it by Sections 16.4.1 and 16.4.2 below:

"16.4.1 In the event of the occurrence of:

(a) a transaction (other than a transaction referred to in paragraph (b) below), regardless of its structure (an "**Acquisition**"), pursuant to which one or more persons acting jointly or in concert (within the meaning of *National Instrument 62-104 Take-Over Bids and Issuer Bids*, as in effect from time to time) acquire, directly or indirectly, beneficial ownership of or control over securities of Company representing 40% or more of the voting rights attached to all voting securities for the election of directors of Company then outstanding; or

(b) the closing of an amalgamation, arrangement, compromise, consolidation, reorganization or other transaction or series of transactions of similar nature involving, directly or indirectly, Company (a "**Combination**") which results in either: (i) the shareholders of Company immediately prior to such Combination no longer holding, directly or indirectly, after the Combination, more than 60% of the voting rights attached to all voting securities for the purposes of electing directors of the entity resulting from the Combination (or, if Company becomes a subsidiary, of the ultimate parent entity of such subsidiary); or (ii) the board of directors of the entity resulting from the Combination (or, if Company becomes a subsidiary, of its ultimate parent entity) is no longer comprised of a majority of the directors who sat on the board of directors of Company immediately prior to the Combination; or

(c) a change in the composition of the board of directors of Company occurring, without the approval by a majority vote of the directors comprising the board of directors of Company prior to such change, during a shareholders' meeting or pursuant to a resolution passed by the shareholders of Company, and which results in the board of directors of Company no longer being comprised of a majority of the directors of Company who sat as directors immediately prior to such meeting or resolution (other than a change resulting from the solicitation of proxies by the management of Company or related to the death, resignation or inability of one or more directors to act as such) (an "**Insurrection**"); or

(d) the closing of the sale, exchange, lease, assignment, liquidation, grant of an exclusive license, or any other form of disposition of assets of Company, to a party that is not an affiliate of Company (within the meaning of the *Business Corporations Act* (Québec)), representing substantially all of the assets of Company (an "**Asset Disposition**");

and that, within 24 months following the occurrence of an Acquisition, a Combination, an Insurrection or a Disposal of Assets (each of which, for the purposes hereof, represents a "**Change of Control**"), either: (a) the Employee's employment is terminated without a serious reason; or (b) the Employee decides to terminate his employment on his own volition, the Employee will then receive on the date of termination of his employment an amount equal to the greater of:

i. the reasonable period of time to provide the notice of termination under applicable law; and

ii. if the Employee has less than 5 years of continuous service: 12 months of his annual base salary at the time of termination plus an amount equal to 100% of his target bonus for 12 months calculated on the basis of such annual base salary, but excluding the value of any benefits offered by Company and the value of any option grants or other stock-based incentive compensation; or

iii. if the Employee has 5 years or more, but less than 10 years, of continuous service: 18 months of his annual base salary at the time of termination plus an amount equal to 100% of his target bonus for 18 months calculated on the basis of such annual base salary, but excluding the value of any benefits offered by Company and the value of any option grants or other stock-based incentive compensation; or

iv. if the Employee has 10 or more years of continuous service: 24 months of his annual base salary at the time of termination plus an amount equal to 100% of his target bonus for 24 months calculated on the basis of such annual base salary, but excluding the value of any benefits offered by Company and the value of any option grants or other stock-based incentive compensation.

In all cases, the Employee will also receive an amount corresponding to the value of his accrued and unpaid vacation up to the date of termination of his employment and the reimbursement of any expenses incurred in the performance of his duties but remaining unpaid at the date of termination of his employment.

For the purposes of this Section, in order to determine on any given date the percentage of voting securities held by any person (including persons acting jointly or in concert with such person) relative to the number of issued and outstanding voting securities of Company, such person (including persons acting jointly or in concert with such person) shall be deemed to hold and own all of the voting securities of Company that such person (and persons acting jointly or in concert) may acquire within 60 days from such given date through the exercise, exchange, conversion of other securities or through other rights or obligations permitting or requiring such person (or persons acting jointly or in concert), whether or not on conditions, to acquire, through a single or series of linked transactions, voting securities of Company as if such exercise, exchange, conversion or other rights or obligations had been exercised. For the purpose of determining the number of issued and outstanding voting securities of Company under this Section at any given time, the number of issued and outstanding voting securities of Company shall be increased by the number of voting securities such person (including persons acting jointly or in concert with such person) may acquire within such 60-day period as contemplated in the preceding sentence.

Company will be deemed to have entered into an Asset Disposition if such Asset Disposition represents more than 75% of the value of its assets calculated as at the date of the last financial year preceding such Asset Disposition, or if the assets disposed of under such Asset Disposition represent more than 75% of the revenues generated by Company during the last financial year preceding such Asset Disposition.

16.4.2 In the event of a Change of Control, all securities and rights issued or granted to the Employee under long-term compensation plans, such as stock options, deferred share units, appreciation rights and other similar rights that vest over a defined period of time, whether or not based on the achievement of performance targets, will all automatically vest as if the vesting conditions and, if applicable, the achievement of performance targets, had been met."

The proposed amendments will become effective upon the date of your execution of this letter.

Except with respect to the proposed amendments contained herein, all of the other terms and conditions of the Agreement will remain the same and unamended.

If you accept the proposed amendments to the Agreement, we ask you to countersign this letter below and to return an executed copy thereof to Jocelyn Lafond, our general counsel and corporate secretary, no later than on August 4, 2023. If we have not received this letter duly executed by August 4, 2023, we will deem that you have refused the present offer and such offer will become null and void.

Yours very truly,

THERATECHNOLOGIES INC.

/s/ Paul Lévesque

Paul Lévesque
President and Chief Executive Officer

I hereby acknowledge having read and understood the proposed amendments to my employment agreement and further acknowledge having been offered sufficient time to consult with a legal counsel of my choice to review such proposed amendments and to agree to those. I understand that my employment with Thera is not conditional upon the acceptance of these proposed amendments and to the execution of this letter.

Dated and signed in Montreal (Québec), on July 31, 2023.

/s/ John Leasure
John Leasure

[TRANSLATION]

EMPLOYMENT AGREEMENT

ENTERED INTO at the place and date of the last signature appearing on the last page.

BETWEEN: **THERATECHNOLOGIES INC.**, a company legally constituted under the *Companies Act* (Québec), having its head office and principal place of business at 2310 Alfred-Nobel Blvd., Montréal, Province of Québec, H3S 2A4;

(hereinafter "Thera")

AND: **JOCELYN LAFOND**, residing and domiciled at [redacted];

(hereinafter the "Employee")

WHEREAS Thera is a Canadian biopharmaceutical company engaged in the research, development and commercialization of therapeutic products;

WHEREAS Thera requires the services of the Employee as Executive Director, Senior Legal Counsel and Corporate Secretary;

WHEREAS in the event of the appointment of a Vice-President at Thera, Thera's management undertakes to consider the Employee's candidacy as Vice-President, Legal Affairs; and

WHEREAS the Employee agrees to act in this capacity in accordance with the terms and conditions contained in this contract.

NOW, THEREFORE, the parties agree as follows:

1. Effective Date

This employment contract will be effective as of April 16, 2007.

2. Description of Services

During the term of this contract, the Employee will be exclusively employed by Thera and will report to the Senior Executive Vice-President and Chief Financial Officer or such other person appointed by Thera. The Employee will act as Executive Director, Legal Services and Corporate Secretary, and will perform the duties and responsibilities inherent to this position. The Employee shall dedicate his efforts, skill and attention to the performance of his responsibilities hereunder and to the advancement of Thera's business.

3. Compensation

The Employee will receive the following compensation:

3.1 Base Salary

The Employee will receive a annual base salary of $180,000, paid in accordance with Thera's policy. This salary will be reviewed annually in accordance with section 3.5 hereof.

3.2 Bonus

The Employee will be eligible for an annual bonus of up to 20% of the annual base salary earned, as determined by Thera's general policy regarding bonuses in effect.

3.3 Stock Option Grant

Subject to approval by Thera's Board of Directors (the "Board"), the Employee will be granted the following stock options:

25,000 stock options to purchase common shares of Thera, to be granted at the Board meeting on March 29, 2007, at the exercise price set by the Board. These stock options will be acquired at the end of the fiscal year as follows:

(i) 8,333 on the first anniversary of their grant date;
(ii) 8,333 on the second anniversary of their grant date; and
(iii) 8,334 on the third anniversary of their grant date.

3.4 Stock Purchase Plan

The Employee will be eligible to participate in Thera's stock purchase plan under the rules in force.

3.5 Salary Review

Review of the terms of section 3.1 shall be made at the end of Thera's next current fiscal year and shall be made at the end of each of Thera's subsequent fiscal years in accordance with its policies.

4. Other Benefits

The Employee will also be entitled to the following additional benefits:

4.1 Vacation

During the term of this contract, the Employee will be entitled to four (4) weeks paid vacation per year in accordance with the terms and conditions of Thera's general vacation policy. For Thera's current fiscal year, the Employee will be entitled to his four (4) weeks of paid vacation.

4.2 Group Insurance Plan

The Employee will be entitled to participate in and, if eligible, receive benefits under the group insurance plan and other benefits in force for executives at Thera in accordance with its terms and conditions as of the effective date of this contract.

4.3 Representation and Expenses

Upon presentation of the requested supporting documents, the Employee will be entitled to reimbursement of all costs and expenses reasonably incurred in the performance of his duties, in accordance with Thera's established budgets, processes and policies.

4.4 Group RRSP

Thera shall contribute to the Employee's RRSP based on its contribution policy to the registered retirement savings plan of its employees, subject at all times to a minimum contribution of $2,000 per year. The Employee must comply with the terms and conditions of Thera's policy in order for Thera to be required to contribute at least $2,000 per year.

4.5 Medical Follow-up

The Employee will benefit from an annual preventive follow-up program for executives at a private health clinic of his choice and Thera shall pay all reasonable costs related to this program for the Employee.

4.6 Other Employee Costs Borne by Thera

The Employee's professional order fees shall be borne by Thera as well as those for any liability insurance that the Employee must maintain in force. In addition, costs related to reference books that the Employee deems necessary to have will be borne by Thera.

5. Non-Disclosure and Non-Use

The Employee undertakes never to disclose confidential information obtained or developed in the course of his employment with Thera without being expressly authorized to do so under the terms of Thera's information policy. He shall sign an undertaking to that effect on his start date and comply at all times with this policy.

6. Intellectual Property

The Employee undertakes to assign to Thera all processes, inventions, creations, technologies or improvements developed by the Employee, alone or in collaboration, and which relate to Thera's business or result from the very nature of his duties at Thera. The Employee agrees to assist Thera in obtaining, renewing or maintaining domestic or foreign patents on such processes, inventions, creations, technologies or improvements.

7. Term

This contract shall constitute an employment contract with an indefinite term, any of the terms or conditions of which may be amended by mutual agreement of the parties.

8. Termination

This contract may be terminated as follows:

8.1 within three months following the effective date, with two weeks' prior written notice from Thera to the Employee;
8.2 the Employee's resignation;
8.3 the Employe's failure to provide the agreed services;
8.4 the Employee's inability to provide the services inherent to his duties for a continuous period of 180 days, or for 210 days out of a continuous period of 365 days, subject to any rights acquired under the group insurance plan then in force;
8.5 at any time by mutual consent of the parties to that effect;
8.6 at any time, unilaterally by any of the parties hereto, without notice, for a serious reason.

The Employee undertakes, upon termination of his employment, not to copy, remove or take any confidential information described in section 5 above.

9. Indemnities

9.1 If the Employee's employment is terminated without serious reason, the Employee will receive the greater of: (i) twelve (12) months salary plus, if applicable, any bonus or other expenses due but unpaid; or (ii) any amounts payable under applicable law.

9.2 In the event of any of the following: (i) a take-over bid (within the meaning of the *Securities Act* (Québec), as in force on the date hereof); or ii) any transaction (merger, arrangement, compromise, reorganization or other transaction of this nature, including the sale by Thera to a third party of all or substantially all of its assets) pursuant to which any person or joint actor (within the meaning of the *Securities Act* (Québec), as in force on the date hereof) of such person acquires control of Thera, and the Employee leaves his employment within twenty-four (24) months of the take-over bid or such transaction, the Employee will receive an amount equal to twelve (12) months' salary plus, if applicable, any bonuses or other expenses due but unpaid. For the purposes of this paragraph, a person shall be deemed to have acquired control of Thera if the person and/or any of their joint actors own securities entitling them to elect or cause to be elected a majority of the directors to Thera's Board. For the purpose of calculating the number of voting shares held by any person (including joint actors of that person), all securities convertible or exchangeable into voting shares held or controlled by such person must be included, as if they had been converted or exchanged into voting shares, whether the conversion or exchange takes place in one or more transactions.

9.3 Any indemnity paid pursuant to this section shall constitute the sole monetary obligation to be borne by Thera and its payment by Thera shall release and discharge Thera from any right of or claim by the Employee as a result of the termination of employment.

10. Survival of Undertakings

The non-disclosure and non-use undertakings set out in section 5 as well as those relating to intellectual property set out in section 6 shall survive termination under section 8. Despite the foregoing, this provision shall not be interpreted as preventing the Employee from working in his areas of expertise, provided that at all times, he complies with the undertakings contracted herein.

11. Governing Law

This contract shall be interpreted and governed in accordance with the laws of the province of Québec and the laws of Canada applicable in Québec. The parties submit to the jurisdiction of the courts of the province of Québec. This contract shall be considered in all respects as a contract of employment within the meaning of the *Civil Code of Québec*, except where expressly waived.

12. Preamble

The preamble shall form an integral part hereof as if recited herein at length.

IN WITNESS WHEREOF, the parties have executed this employment contract at the place and date hereinafter set forth.

Signed in Montréal, on March 29, 2007

THERATECHNOLOGIES INC.
By:

/s/ Luc Tanguay
Luc Tanguay
Senior Executive Vice-President and Chief Financial Officer

Signed in Montréal, on March 29, 2007

/s/ Jocelyn Lafond
Jocelyn Lafond

[TRANSLATION]

PERSONAL AND CONFIDENTIAL

June 28, 2012

Jocelyn Lafond

[redacted]

RE: Amendment to your Employment Contract

Dear Jocelyn,

Following the decision of the Board of Directors to propose amendments to management employment contracts in the event of any member(s) of management being dismissed without a serious reason following an acquisition of control of Theratechnologies Inc. ("**Thera**") or a material transaction by Thera, we propose deleting section 9.2 of your employment contract and replacing it with the new section 9.2 set out below, as of your acceptance hereof.

We therefore ask, if you agree to this amendment, that you return this letter to us before July 8, 2012, failing which we will assume that this amendment to your employment contract is not acceptable to you and this proposal will then lapse.

"9.2 In the event of:

a) a take-over bid (within the meaning of the *Securities Act* (Québec), as in effect from time to time) (a "**Bid**"); or

b) any transaction (amalgamation, arrangement, compromise, reorganization or other similar transaction, including any alienation by Thera to a third party of its assets if, as a result of such alienation, Thera is unable to retain a significant part of its business activities) (a "**Transaction**");

pursuant to which a person or any person acting jointly or in concert (as defined in *Regulation 62-104 respecting Take-Over Bids and Issuer Bids* of the *Securities Act* (Québec), as in effect from time to time) with such person acquires control of Thera and that, within 24 months following the completion of the Bid or the Transaction, the Employee's employment with Thera is terminated without serious reason, or the Employee voluntarily decides to leave his employment during this 24-month period, the Employee will then receive on the date of termination of his employment an amount equal to the greater of (i) the reasonable notice provided for by law and (ii) 12 months of his annual base salary, at the time of termination of his employment, plus an amount equal to 100% of his annual target bonus, calculated based on such annual base salary, as well as any other amounts that may be due and unpaid.

For the purposes hereof, a person will be deemed to have acquired control of Thera if the person and/or persons acting jointly or in concert with the person own at least 40% of the voting securities of Thera or the entity resulting from the Transaction. For the purpose of calculating the number of voting securities held by any person (including persons acting jointly or in concert with such person), all securities convertible into or exchangeable for voting securities held or controlled by such person shall be included as if they had been converted or exchanged into voting securities, whether the conversion or exchange occurs in one or more transactions. An alienation of property includes the sale, exchange, lease of property and the granting of a licence in respect of any property. Thera will be deemed to retain a significant part of its business activity when the activities it retains after alienation require the use of at least 25% of the value of its assets as at the end of the fiscal year preceding such alienation and such activities generated in the fiscal year preceding such alienation at least 25% of Thera's pre-tax revenues or earnings."

Except for this amendment to your employment contract, all other terms and conditions of your employment contract will remain in effect and unchanged.

If you accept this amendment, please sign this offer in the space provided below and return the duly executed document to Luc Tanguay, Senior Executive Vice-President and Chief Financial Officer of Thera.

Yours truly,

THERATECHNOLOGIES INC.

/s/ John-Michel T.Huss
John-Michel T. Huss
President and Chief Executive Officer

I acknowledge that I have read, had the opportunity to consult with legal counsel and understand and accept the content of this amendment to my employment contract.

Dated and signed at Montréal (Québec), on July 5, 2012.

/s/ Jocelyn Lafond
Jocelyn Lafond

[TRANSLATION]

PERSONAL AND CONFIDENTIAL

July 27, 2023

Jocelyn Lafond

[redacted]

RE: Amendment to your Employment Contract

Dear Jocelyn,

Following the decision of the Board of Directors to propose amendments to management employment contracts in order to update them in accordance with current legal principles and to harmonize the terms and conditions of employment contracts of executive officers reporting to the President and Chief Executive Officer regarding termination without a serious reason (just cause) and the consequences arising from any change or acquisition of control of Theratechnologies Inc. ("**Thera**") or a material transaction by Thera, we propose amending section 9 of your employment contract dated March 29, 2007, as amended on July 5, 2012 (collectively, the "**Contract**") as follows:

- By deleting the section 9 in its entirety and replacing it with the following section 9:

"9. **Indemnities**

9.1 **Indemnity for Termination Without a Serious Reason.** If the employment of the Employee is terminated without a serious reason, including as part of a reorganization to reduce personnel for economic reasons, but excluding a termination following a Change of Control (as defined below) in the circumstances set out below, the Employee will receive an amount equal to the greater of:

i. reasonable notice as required by applicable law, and;

ii. 24 months of his annual base salary at the time of his termination plus an amount equal to 100% of his target bonus for 24 months calculated on the basis of such annual base salary, but excluding the value of benefits offered by Thera and the value of option grants or other stock-based incentive compensation.

The Employee will also receive an amount equal to the value of his accrued and unpaid vacation up to the date of termination of his employment and the reimbursement of any expenses incurred in the performance of his duties but unpaid at the date of termination of his employment.

9.2. **Indemnity Following a Change of Control or Any Other Material Transaction.**

In the event of any of the following:

a) a transaction (other than a transaction referred to in paragraph (b) below), regardless of its structure (an "**Acquisition**"), pursuant to which a person or persons acting jointly or in concert (as defined in *Regulation 62-104 respecting Take-Over Bids and Issuer Bids*, as in effect from time to time) directly or indirectly acquire beneficial ownership of, or control over, securities of Thera representing 40% or more of the voting rights attached to all voting securities for the election of directors of Thera then outstanding; or

b) the closing of any amalgamation, arrangement, compromise, consolidation, reorganization or other transaction or series of transactions of this nature involving directly or indirectly Thera (a "**Combination**") which results in either (i) the shareholders of Thera immediately prior to such Combination no longer holding, directly or indirectly, after the Combination, more than 60% of the voting rights attached to all voting securities for the purpose of electing directors of the entity resulting from the Combination (or, if Thera becomes a subsidiary, of the ultimate parent company of such subsidiary); or (ii) the Board of Directors of the entity resulting from the Combination (or, if Thera becomes a subsidiary, the ultimate parent company of such subsidiary) is no longer composed of a majority of the directors who served on Thera's Board of Directors immediately prior to the Combination; or

c) a change in the composition of Thera's Board of Directors occurring, without the approval by a majority vote of the directors composing Thera's Board of Directors prior to such change, at the same shareholders meeting or pursuant to a resolution of Thera's shareholders, and which results in Thera's Board of Directors no longer being composed of a majority of the directors of Thera who were serving as directors immediately prior to such meeting or resolution (other than a change resulting from the solicitation of proxies by the management of Thera or related to death, resignation or inability to act in such capacity) (an "**Insurgency**"); or

d) the closing of the sale, exchange, lease, transfer, liquidation, grant of an exclusive license, or any other form of alienation of Thera's assets, to a party that is not an affiliate of Thera (as defined in the *Business Corporations Act* (Québec)), representing substantially all of Thera's assets (an "**Asset Transfer**");

and that within 24 months following the occurrence of any Acquisition, Combination, Insurgency or Asset Transfer (each representing for the purposes hereof a "**Change of Control**"), either (a) the employment of the Employee is terminated without a serious reason; or (b) the Employee decides to terminate his employment of his own free will, the Employee shall then receive on the date of termination of his employment an amount equal to the greater of:

i. reasonable notice as required by applicable law, and;

ii. 24 months of his annual base salary at the time of termination plus an amount equal to 100% of his target bonus for 24 months calculated on the basis of such annual base salary, but excluding the value of the benefits offered by Thera and the value of option grants or other stock-based incentive compensation.

In all cases, the Employee will also receive an amount equal to the value of his accrued and unpaid vacation up to the date of termination of his employment and reimbursement of any expenses incurred in the performance of his duties but unpaid at the date of termination of his employment.

For the purposes of this section, in order to calculate the percentage of the number of voting securities held by any person (including persons acting jointly or in concert with such person) relative to the number of outstanding voting securities, such calculation shall include, both with respect to the voting securities held by such person (and persons acting jointly or in concert with such person) and to the outstanding voting securities, all convertible or exchangeable securities within sixty (60) days from the date of calculation of voting securities held or controlled by such person, as if such securities had been converted or exchanged into voting securities, whether such conversion or exchange occurs in one or more transactions. Such securities convertible or exchangeable within sixty (60) days shall be deemed to have been acquired and to be beneficially owned by such person (or any person acting jointly or in concert with such person).

Thera will be deemed to have entered into an Asset Transfer if such Asset Transfer represents more than 75% of the value of its assets calculated as at the date of the fiscal year end preceding such Asset Transfer, or if the assets transferred in connection with such Asset Transfer represent more than 75% of the income generated by Thera during the fiscal year preceding such Asset Transfer.

9.3 **Acceleration of Acquisition of Securities Issued as Long-Term Compensation Plans**. In the event of a Change of Control, all securities and rights issued or granted to the Employee under long-term compensation plans, such as stock options, deferred share units, appreciation rights and other rights that vest over a defined period of time, whether or not based on the achievement of performance targets, will all automatically vest as if the vesting conditions and, if applicable, the achievement of performance targets had been met."

If you agree to these amendments, we ask that you return this letter to me no later than August 3, 2023, failing which we will assume that these amendments to your employment contract are not acceptable to you and this proposal will then lapse.

These amendments will become effective upon the date of your execution of this letter below.

Except for these amendments to your employment contract, all other terms and conditions will remain in effect and unchanged.

If you accept these amendments, please sign this letter in the space provided below and return a duly executed copy thereof to the undersigned.

Yours truly,

THERATECHNOLOGIES INC.

/s/ Paul Lévesque

Paul Lévesque
President and Chief Executive Officer

I acknowledge that I have read, had the opportunity to consult with legal counsel and understand and accept the content of these amendments to my employment contract dated March 29, 2007, as amended July 5, 2012.

Dated and signed at Montréal (Québec), on July 27, 2023.

/s/ Jocelyn Lafond

Jocelyn Lafond

Exhibit 4.47

[TRANSLATION]

PERSONAL AND CONFIDENTIAL

Friday, December 15, 2023

Jocelyn Lafond
General Counsel and Corporate Secretary
Theratechnologies Inc.

RE: Salary Increase 2024

Dear Jocelyn,

In recognition of your significant contributions this year, I am pleased to confirm that effective December 1, 2023, your gross annual salary has been increased to CA$356,723.98, which is a 3.7% increase. This new salary will be retroactive to December 1, 2023.

In addition, your annual bonus will increase from 33% to 40% in 2024. Your 2023 annual bonus will be confirmed and paid to you in the first quarter of 2024, as discussed earlier this year.

I would like to thank you once again for your contribution to Theratechnologies this year and wish you a successful 2024!

Best regards,

/s/ Paul Lévesque
Paul Lévesque
President and Chief Executive Officer

Exhibit 8

LIST OF SIGNIFICANT SUBSIDIARIES

As of November 30, 2023, Theratechnologies had five wholly owned subsidiaries with Theratechnologies U.S. Inc. being the only significant subsidiary among Theratechnologies' affiliates:

- **Theratechnologies U.S., Inc.,** a company governed by the DGCL. Theratechnologies U.S., Inc. assists Theratechnologies Inc. with its commercial activities in the United States; and


THERA
technologies
CODE OF
BUSINESS
CONDUCT &
ETHICS
Driving Innovation through Integrity

Table of Contents

1. Message from the President and Chief Executive Officer

At Theratechnologies, we are passionate about innovation and we aim at developing and commercializing cutting-edge treatments addressing unmet medical needs which give new options to healthcare practitioners and hope to patients. We recognize that you, our exceptional team of dedicated professionals, are our most valuable asset. Working together as a dedicated team comprised of skilled people with integrity, Theratechnologies and its employees will earn and maintain the trust of customers, patients, physicians, suppliers, investors, regulators, and fellow employees.

We are relentless in pursuit of our mission to develop and commercialize cutting-edge treatments addressing unmet medical needs which give new options for health care practitioners and hope to patients. From our inception in 1993, we have been passionate about bringing our vision to reality -- to be a biopharmaceutical company which successfully brings to market exceptional innovations.

This Code of Business Conduct and Ethics (this "Code"), as the center piece of our compliance program, is intended to guide us with greater precision as we continue to pursue our vision and accomplish our mission on behalf of patients.

Accordingly, all employees, officers and directors have a responsibility to understand and follow this Code. I ask that you take the time to read and understand this Code. Each of us must own compliance, both individually and as a team. At Theratechnologies, compliance is about ***Driving Innovation Through Integrity***.

Our continued success depends upon our continued passionate commitment to serve patients and their families. Thank you for your continued support, cooperation and commitment to compliance, innovation and integrity.

Sincerely,

Paul Lévesque
President & Chief Executive Officer
Theratechnologies Inc.

2. Purpose of the Code and its Use

2.1. Introduction

This Code applies to all directors, officers, and employees of Theratechnologies Inc. and to those of its subsidiaries (collectively, the "Company" or "Theratechnologies"). Theratechnologies strives to uphold the highest legal and ethical principles and standards and has adopted this Code to promote, among other things:

- compliance with applicable governmental laws, rules, and regulations;
- honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest;
- the prompt internal reporting of any suspected violations of this Code to appropriate persons or through the Company's Compliance Hotline/Helpline;
- complete cooperation in the investigation of reported violations and the provision of truthful, complete and accurate information; and
- accountability for adherence to this Code.

Each director, officer, and employee of Theratechnologies is responsible for understanding and following this Code. Theratechnologies provides periodic training on the contents and importance of this Code and related policies as well as the manner in which violations must be reported and waivers or approvals must be requested. The laws and suspected regulations addressed in this Code can be complex and are subject to change. This Code is neither a contract nor a comprehensive manual that covers every situation you might encounter. If you are unsure of how to conduct yourself in a particular situation, you should immediately discuss it with your manager, Human Resources, the Director, U.S. Compliance, the Company's General Counsel, or anonymously, through the Compliance Hotline/Helpline (See Section 8.2 "*Contact Information*").

2.2. Responsibilities of Managers and Directors; Director, U.S. Compliance

All officers and managerial employees of Theratechnologies are responsible for the enforcement of, and compliance with, this Code, including distribution of copies of this Code to ensure employees' knowledge of and familiarity with this Code. Officers and managerial employees are expected to promote honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships. Managerial employees may be disciplined if they condone misconduct, do not report misconduct, do not take reasonable measures to detect misconduct, or do not demonstrate the appropriate leadership to ensure compliance.

The Board of Directors is responsible for overseeing the implementation of this Code. The Board of Directors has designated Theratechnologies' General Counsel to be the responsible

officer with respect to the administration and enforcement of, and the Company's compliance with, this Code, including the initial investigation and management of reports of suspected violations of this Code, unless otherwise described in Section 8. "*Reporting and Investigation Process*" of this Code.

2.3. Certification

After initial hire (or, in the case of directors, appointment or election) or first receipt of this Code, all employees, officers and directors **must annually sign** and return the Theratechnologies Code of Business Conduct and Ethics Disclosure Statement (Exhibit B) verifying that he or she has read, understands, and will comply with this Code at all times.

The Theratechnologies Code of Business Conduct and Ethics annual certification (Exhibit C) must be signed and returned each year.

2.4. Review of Code

The Board of Directors shall review and evaluate this Code on a regular and periodic basis or as recommended by the General Counsel in consultation with the Compliance Committee to ensure that this Code is up to date and appropriately reflects Theratechnologies' commitment to conduct its business and affairs with integrity and mutual respect and in accordance with the highest ethical and legal standards.

3. Healthcare Compliance Principles

3.1. Healthcare Compliance

Healthcare in Canada, the United States and other jurisdictions in which Theratechnologies conducts business is highly regulated. Laws and regulations governing drug development, approval, labeling, promotion, and pricing exist to safeguard patient safety and privacy, optimize patient healthcare outcomes, and protect government programs and third-party insurers that purchase or pay for prescription drugs.

Theratechnologies is committed to performing and conducting its business with integrity as demonstrated by compliance with Canadian and U.S. federal, state, and other applicable laws, regulations, and guidance, including the Pharmaceutical Laws, Regulations, and Guidance discussed in this Code. ***However, compliance is not just about rules and laws. Compliance encourages ethical behavior, fosters the right values, and instills a culture of integrity***. Compliance empowers Theratechnologies to operate within the laws, rules, and policies that regulate the pharmaceutical industry. Operating in compliance with these laws, rules, and policies protects Theratechnologies, employees, third parties, shareholders, patients, and the products that Theratechnologies offers to its customers. Preventing, identifying, and

correcting non-compliant conduct is fundamental to Theratechnologies.

3.2. Pharmaceutical Industry Laws, Regulations, and Guidance

The Pharmaceutical Laws, Regulations, and Guidance discussed in Section 4.1 set out key principles on which industry compliance programs are based. These principles are fundamental to the compliance and ethics programs of pharmaceutical companies operating in Canada, the United States and other jurisdictions, including Theratechnologies. They are embodied in this Code and in Theratechnologies' related policy documents.

3.3. Guiding Principles

Principle 1: Value the integrity of the healthcare system by, in part, respecting the judgment and experience of individual physicians. Anti-bribery, anti-kickback and related laws and regulations have been enacted throughout the world to preserve the independence of medical decision-making and to prevent even the appearance of improper influence within the healthcare system. These laws govern a broad range of activities including how we interact with healthcare providers and market access organizations as well as government payers. Our patients expect that the decisions made by healthcare professionals regarding their medical treatment, in addition to the healthcare system they depend on, will be free from improper influence from Theratechnologies personnel.

Principle 2: Do not pay people to prescribe or recommend Theratechnologies products. We do not offer remuneration (cash or anything of value) to improperly induce or reward the purchase, prescription, or recommendation of Theratechnologies products. Buying business is a violation of any Theratechnologies policy, this Code, and the health laws of Canada, the United States and other jurisdictions.

Principle 3: Promote Theratechnologies products consistent with their approved product labeling, to an appropriate audience, and in an accurate and balanced manner. The laws of Canada, the United States and other jurisdictions require that we promote our products in a manner that is accurate, balanced and consistent with the approved product labeling. To help ensure that Theratechnologies meets this obligation, employees and third parties may use promotional materials only if the materials have been approved by Theratechnologies for product promotion, discussions, and presentations.

Principle 4: Respect people's privacy. Canada, Europe, the United States and many other countries have implemented, or are planning to implement, privacy and/or data protection laws that set requirements for the appropriate handling of personal data. There is a robust data protection framework in place in Europe (the General Data Protection Regulation 2018) and similar data protection framework are being enacted and studied in various other jurisdictions. Compliance with privacy laws is an essential business practice. This includes

protecting the privacy of healthcare professionals and patients. Accordingly, Theratechnologies will comply with all applicable privacy laws, as required.

Principle 5: Maintain Theratechnologies' entrepreneurial spirit, commitment to quality and integrity, and shared accountability for business performance through collaboration, open communication, and ethical decision-making. Theratechnologies empowers its employees with the tools and training they need to maintain compliant, entrepreneurial business development. Every Theratechnologies employee shares both the responsibility and personal accountability to conduct business operations in an ethical manner to uphold the principles set out in this Code. Compliance with the laws and regulations governing Theratechnologies business operations requires collaboration and communication within and between business departments. This ensures that compliance requirements necessitating multi-departmental participation are adhered to faithfully (for example, verifying that the requisite spend data is identified, captured and reported as required by physician payment transparency laws).

4. Compliance with Laws

Laws and regulations affect virtually every functional area of Theratechnologies' business. These laws and regulations can be complex and difficult to interpret and can have both criminal and civil consequences for directors, officers, and employees and the Company. As a result, it is imperative that you be vigilant in observing these laws and regulations and contact the Legal Department, or your manager, with any questions.

Not every director, officer, and employee is expected to be an expert in Canadian, U.S. federal, state and other applicable laws and regulations, but all directors, officers, and employees should understand and be guided by the principles behind these laws and regulations. The standards and resources of Theratechnologies' compliance and ethics program are intended to advance these principles and to provide employees, officers and directors with support in performing their job responsibilities.

This Code does not and cannot cover every possible arrangement or activity governed by the laws, regulations and ethical standards applicable to Theratechnologies and the pharmaceutical industry. Rather, it summarizes certain laws and principles of ethical business conduct. If you are in doubt about how to handle a situation or have a specific business conduct question, you should contact the Legal Department or your manager.

4.1. Pharmaceutical Industry Laws, Regulations, and Guidance

Theratechnologies requires all employees to comply with applicable laws and regulations governing the pharmaceutical industry and to comply with Theratechnologies' own policies and procedures at all times. Failure to follow applicable laws can lead to severe penalties and

sanctions against responsible employees of the Company, including criminal prosecutions, large fines, ineligibility to receive reimbursement from government payors, and the exclusion of individuals from participation in government programs. Breaches may also lead to personal liability for prosecution, fines and potentially even imprisonment. Breaches of law or Theratechnologies' own policies and procedures may also lead to severe disciplinary action, up to and including termination of employment.

4.1.1. Fair Competition

Antitrust laws and laws prohibiting anti-competitive activity are designed to protect competition in Canada, the United States, Europe and other jurisdictions, and are implicated in many of the activities in which Theratechnologies engages. Generally speaking, the following types of topics, and any others that may limit competition, should never be discussed with a competitor (including a *potential* or prospective competitor):

- prices, pricing policy, discounts or rebates (including competitive bidding practices);
- costs, profits, or profit margins;
- terms or conditions of sale, including credit terms and return policies;
- division of markets, market territories, customers or sales territories;
- market share of any products;
- marketing, advertising or promotional plans;
- controlling, preventing or reducing the supply of any product;
- pricing or promotional practices of wholesalers, dealers, distributors or customers;
- classifying, rejecting, terminating or allocating customers; or
- any other non-public and/or competitively sensitive information about Theratechnologies or a competitor.

Each Theratechnologies director, officer, and employee is responsible for making sure that his or her actions on behalf of the Company do not in any way violate or appear to violate antitrust and anti-competitive laws or regulations. ***When in doubt, reach out! Seek assistance from the Legal Department or your manager.***

4.1.2. Drug Laws

Theratechnologies is committed to complying fully with all applicable laws and regulations governing the development, commercialization, promotion and sale of pharmaceutical products, including, but not limited to, the following applicable U.S. federal laws: the Food Drug and Cosmetic Act, the Prescription Drug Marketing Act, the Prescription Drug Sample Transparency provisions of Section 6004 of the Affordable Care Act, and similar laws and regulations implemented by regulatory authorities in Canada and outside the United States where Theratechnologies does business. Compliance extends to all Company activities

regarding our development and commercialization of products and product candidates, including research, development, manufacturing, marketing, sales and distribution. Company policies and procedures, with which all employees, officers and directors must comply, are designed to foster such compliance.

In particular, Theratechnologies must comply with the U.S. Food Drug and Cosmetic Act ("FDCA") and all rules and regulations issued by and/or enforced and administered by the U.S. Food and Drug Administration ("FDA") and similar requirements set by analogous regulatory authorities in Canada, Europe and outside the United States where Theratechnologies does business. U.S. FDA regulations govern nearly every aspect of our industry in the U.S., from the very start of research efforts and continuing through virtually every aspect of our business in the U.S., including labeling and advertising of Theratechnologies products. The Company expends significant time and resources to effect compliance with all U.S. FDA requirements, and all materials used to promote Theratechnologies products, such as advertisements, brochures, and detail aids, must be consistent with the approved labeling as described in applicable U.S. FDA guidance. Employees, officers and directors must ensure that their actions facilitate and do not conflict with these efforts.

4.1.3. Anti-kickback, Bribery

General. In Canada, the United States and in many other countries it is illegal and/or contrary to applicable ethical codes to provide, offer, solicit, or accept a kickback or bribe. The U.S. federal Anti-Kickback Statute specifically prohibits anyone from offering, paying, soliciting, or receiving anything of value (such as a kickback or bribe) in return for referring an individual for an item or service reimbursed under a federal health care program. A kickback or bribe may be defined as any money, fee, commission, credit, gift, gratuity, loan, reward, advantage, benefit, thing of value or compensation ***of any kind*** that is provided, directly or indirectly, and that has as one of its purposes, the improper obtaining or rewarding of favorable treatment in a business transaction. ***Theratechnologies' policy strictly prohibits all kickbacks and bribes.***

Bribery, anti-kickback or similar laws are also applicable when a Theratechnologies director, officer, or employee receives or is offered payments, gifts or gratuities that might unduly influence Theratechnologies' business judgment or practices. Accordingly, employees, officers and directors must review *Section 5.1 "Conflicts of Interest"* of this Code and, if offered payments, gifts or other gratuities that might unduly influence the conduct of Theratechnologies' business, should seek guidance from the Legal Department or his/her manager.

Healthcare Providers. Anti-kickback laws implicate interactions with healthcare providers and provide that *anyone who knowingly and willfully offers remuneration or reward in any form to induce healthcare providers to use or recommend a product that is reimbursed by government* is guilty of a felony. Anti-kickback laws apply to both the party offering the

remuneration or reward and the third party who receives it. Accordingly, there are strict limitations on when and how Theratechnologies may offer gifts or rewards to physicians or any other health care providers or health care entities, such as pharmacies, managed care entities or others who are in a position to influence which drugs are used or to otherwise refer an individual for a health care item or service. All employees, officers and directors must be familiar with, and must comply with this Code as well as Theratechnologies' policies on Healthcare Interactions and Fee for Service Arrangements, which are incorporated by reference into this Code. No payments, gifts or anything else of value may be offered to healthcare professionals, except as permitted by applicable law and in accordance with Theratechnologies' written policies. Payments for services performed by healthcare professionals can be made only pursuant to a signed, written agreement in a form approved by the Legal Department. Given the complexity of the applicable legal framework, you should closely review any payments you might consider with your manager and seek approval from the Legal Department, as required.

4.1.4. U.S. Foreign Corrupt Practices Act

Many countries, including Canada, the United Kingdom and the United States, have specific laws on conducting business with foreign government officials. Under the United States Foreign Corrupt Practices Act (the "FCPA"), for example, a company is prohibited from directly or indirectly offering, promising to pay, or authorizing the payment of money or anything of value to a foreign official in order to influence official acts or decisions of that person or entity, to obtain or retain business or to secure any improper advantage. This is particularly relevant because physicians in many foreign countries are government employees. You must consult the Legal Department before making any payment thought to be exempt from the FCPA. The Company's policy regarding compliance with the FCPA and similar foreign laws is addressed in the policy on Healthcare Interactions and is incorporated by reference into this Code.

4.1.5. False Claims Act

U.S. Federal and state laws prohibit the submission of false or fraudulent claims for reimbursement to the United States government. These laws also prohibit the provision of false information to customers that cause the submission of false claims to the federal health care programs. Theratechnologies is committed to conducting its business in compliance with the U.S. federal False Claims Act and any analogous state laws and requires that all information provided to any government agency be true and complete to our best knowledge in all materials respects.

4.1.6. Ineligible Persons

Theratechnologies does not hire Ineligible Persons—individuals who are excluded, suspended, debarred or otherwise ineligible to participate in U.S. federal healthcare programs

or in federal procurement or non-procurement programs; or who have been convicted of a criminal offense related to federal healthcare programs. Theratechnologies may not bill U.S. federal health care programs (e.g., Medicare, Medicaid or Tri-Care) for items or services furnished, ordered, or prescribed by an Ineligible Person.

4.1.7. Regulatory and Industry Guidance

U.S. OIG Compliance Guidance. The Office of Inspector General ("OIG") for the United States Department of Health and Human Services is responsible for maintaining the integrity of United States federal healthcare programs, including Medicare and Medicaid. OIG has issued Compliance Program Guidance for pharmaceutical manufacturers that focuses on establishing and maintaining an effective compliance program, the integrity of pricing information provided to the government to establish payment amounts, and industry relationships with healthcare professionals, particularly related to practices that have the potential to corrupt physician judgment, and compliance with the laws regulating drug samples. Theratechnologies is committed to conducting its business in compliance with OIG's Compliance Program Guidance for Pharmaceutical Manufacturers.

The PhRMA Code. The Pharmaceutical Research and Manufacturers of America ("PhRMA") is an industry organization comprised of research-based pharmaceutical companies in the United States that has issued the PhRMA Code on Interactions with Healthcare Professionals (the "PhRMA Code"). This voluntary code for member companies focuses on interactions between pharmaceutical companies and healthcare professionals. The PhRMA Code provides guidance on marketing medicines to healthcare professionals and developing relationships focused on informing the healthcare professionals about products, providing scientific and education information, and supporting medical research and education. Theratechnologies adheres to the principles within the PhRMA Code. The principles within the PhRMA Code reflect our intention that our interactions with healthcare professionals are to benefit patients and to enhance the practice of medicine.

4.2. Employment Policies

Theratechnologies is an equal opportunity employer. The Company supports and complies with all applicable laws regarding nondiscrimination in employment and does not discriminate on the basis of race, religion, color, national origin, ancestry, sex, marital status, sexual orientation, age or disability. Additionally, Theratechnologies is committed to providing a workplace free of harassment, including but not limited to sexual harassment. The Company's policy prohibiting harassment is incorporated by reference into this Code.

4.3. Political Process

Election laws regulate contributions by Theratechnologies to political candidates. Any

contribution of Company assets or services for political purposes must be reviewed by the Legal Department.

Theratechnologies' policy is to comply with all applicable laws and regulations relating to lobbying or attempting to influence government officials. Lobbying activities can include communicating with any member or employee of a legislative branch of government for the purpose of influencing legislation, communicating with certain government officials for the purpose of influencing government action or engaging in research or other activities to support or prepare for such communications. No Theratechnologies director, officer, or employee may engage in any lobbying activity relating to Theratechnologies without prior approval of the Legal Department and without being duly registered, where required.

5. Integrity

5.1. Conflicts of Interest

You must ensure that any financial, business, or other activities in which you are involved outside the workplace are free of conflicts (or apparent conflicts) with your responsibilities to the Company. A conflict of interest may occur when your private interest in any way interferes – or even appears to interfere – with the interests of the Company. A conflict situation can arise when a person has interests that may impair the objective performance of his or her duties to the Company. Conflicts of interest may also arise when a person (or his or her family member) receives improper personal benefits as a result of his or her position in the Company.

You must disclose any matter that you believe might raise doubt regarding your ability to act objectively and in the Company's best interests. The following is a non - exhaustive list of examples of situations involving potential conflicts of interest that should be disclosed:

- any Company loan to any director, officer, or employee, or Company guarantee of any personal obligation;
- employment by or acting independently as a consultant to a Company competitor, customer, supplier, business partner or collaborator;
- directing Company business to any entity in which a director, officer, or employee or close family member has a substantial interest;
- owning, or owning a substantial interest in, any competitor, customer, supplier, business partner or collaborator of the Company;
- using Company assets, intellectual property, or other resources for personal gain; and
- accepting anything of more than nominal value – such as gifts, discounts, or compensation – from an individual or entity that does or seeks to do business with the Company.

Officers must disclose any actual or apparent conflict situation to the Legal Department whereas directors must disclose such conflict to both the Legal Department and to the Board.

Employees who are not officers must disclose all such situations of which they are aware to an appropriate manager or department head, or to the Legal Department. All managers and department heads who receive such disclosure must forward them promptly to the Legal Department.

Directors of the Company who are not employees of the Company must be sensitive to situations in which they may have business or financial interests in corporations or other business entities that, from time to time, have business dealings with the Company or that may compete with the Company. While these relationships are not strictly prohibited, they should be avoided where reasonably practicable. Any Company director who has or becomes engaged in such a relationship must promptly bring it to the attention of the General Counsel and to the Board. If a conflict cannot be avoided, it must be managed in an ethical and responsible manner.

A conflict of interest may arise if an officer or employee accepts (i) any position as an officer or director of an outside public company, or (ii) any position as an officer or director of board position with a not-for-profit entity. In each case, if there is or may be a potential conflict of interest (e.g., a Company business relationship with the entity or an expectation of financial or other support from the Company), to accept such a position, officers must obtain Company approval from the Board; other employees must obtain such approvals from the President and Chief Executive Officer, who should consult with the Legal Department before making any final determination.

Directors, officers, and employees who have obtained such approvals must promptly notify the appropriate persons specified above in the event of any change in the nature of such business' concern or entity's relationship with the Company or if such concern or entity later becomes a competitor of the Company.

Please See Section 7. *Waivers and Approvals* for details on the waiver and approval process.

5.2. Corporate Opportunities

All employees, officers and directors have a duty to advance the legitimate interests of the Company. Therefore, you may not (i) take for yourself corporate opportunities that are discovered through the use of Company property, information or position, without first offering such opportunities to the Company; (ii) use corporate property, information, or position for personal gain; or (iii) compete with the Company.

Directors and officers must adhere to their fundamental duties of good faith, due care, and loyalty owed to the Company , and to act at all times with the Company's, its shareholders' and all stakeholders' best interests in mind.

5.3. Fair Dealing

Each director, officer, and employee should deal fairly and in good faith with Theratechnologies' customers, suppliers, regulators, business partners, and other employees. No director, officer, or employee may take unfair advantage of anyone through manipulation, misrepresentation, inappropriate threats, fraud, and abuse of confidential information or other related conduct.

5.4. Proper Use of Company Assets

The Company's assets, including facilities, materials, supplies, time, information, intellectual property, software and other assets owned or leased by the Company, or that are otherwise in the Company's possession, may be used only for legitimate business purposes. The personal use of the Company's assets without the Company's approval is prohibited.

5.5. Confidential Information

All employees, officers and directors must maintain the confidentiality of sensitive business, technical, or other information entrusted to them by the Company, its customers, suppliers, business partners or collaborators, except when disclosure is authorized or legally mandated. Confidential information includes all non-public information that might be of use to competitors or harmful to the Company, its customers, suppliers, business partners or collaborators if disclosed. Of special sensitivity is financial information, which should be considered confidential under all circumstances, except where Theratechnologies approves disclosure, or when it has been made public in a press release or a report filed with a governmental authority. The obligation to preserve such confidentiality continues even after employment ends. All employees, officers and directors should refer to the Company's policy titled "Policies and Procedures Related to the Use of Information".

5.6. Delegation of Authority

Each Company employee may delegate to his or her subordinates the authorities that have been granted to the employee, provided that such delegation is in accordance with any delegation of authority policy of the Company. Compliance obligations, however, are non-delegable, and each employee remains responsible for compliance, regardless of the substantive responsibilities that may be delegated. In addition, each delegation must be reasonable and appropriate considering applicable laws and regulations, Company policies and procedures, and the abilities and position of the subordinate. Each delegation should include reasonable monitoring of the subordinates carrying out delegated authorities.

6. Special Ethics Guidelines for Employees with Financial Reporting Responsibilities

The Finance Department bears a special responsibility for promoting integrity throughout

the organization, with responsibilities to Company shareholders. The President and Chief Executive Officer, Head of Finance and Finance Department personnel have special roles both to adhere to these principles themselves and to ensure that a culture exists throughout the Company as a whole that ensures the fair and timely reporting of Company financial results and condition, as well as other information that may be required by a governmental authority.

Because of this special role, the President and Chief Executive Officer, Head of Finance and all members of the Company's Finance Department are bound by the following Financial Officer Code of Ethics.

The President and Chief Executive Officer, Head of Finance and each member of the Finance Department will:

- act with honesty and integrity, avoiding actual or apparent conflicts of interest in personal and professional relationships;
- comply with laws, rules and regulations of federal, state, provincial and local governments, and appropriate self-regulatory organizations;
- act in good faith, responsibly, with due care, competence and diligence, without misrepresenting material facts or allowing one's independent judgment to be subordinated;
- respect the confidentiality of information acquired in the course of one's work except when authorized or otherwise legally obligated to disclose;
- refrain from using confidential information acquired in the course of employment for personal advantage;
- proactively promote and be an example of ethical behavior as a responsible partner among peers in the work environment;
- achieve responsible use of and control over all assets and resources employed or entrusted;
- record or participate in the recording of entries in Company's books and records that are accurate to the best of his or her knowledge; and
- promptly report to the Chair of the Audit Committee any conduct that he or she believes to be a violation of law or business ethics or of any provision of this Code, including any transaction or relationship that reasonably could be expected to give rise to such a conflict. See Schedule "A" hereto for details on reporting such violation.

Violations of this Code, including failures to report potential violations by others, will be viewed as a severe disciplinary matter that may result in personnel action, including termination of employment.

It is against Company policy to retaliate against any employee for good faith reporting of violations of this Code (See also Section 8.6 *Protection Against Retaliation*).

7. Waivers and Approvals

Requests for a waiver of a provision of, or approval required by, this Code must be

submitted in writing to the General Counsel for appropriate review. The General Counsel will then forward the request, and consult with, the appropriate executive officer, Board of Directors or committee thereof, as set forth below, who will decide the outcome.

- **Directors** – Any waiver of this Code for a Company director may only be granted by the Board of Directors.
- **Executive Officers** – Any waiver of this Code for a Company executive officer may only be granted by the Board of Directors or the Audit Committee.
- **Other Officers and Employees** – Any waiver of this Code for officers, other than executive officers, or other employees may only be granted by the President and Chief Executive Officer.
- **Required Audit Committee Approval** – The Audit Committee must review and, if required by applicable law, regulation, rule or listing standard, approve any "related party" transaction as defined in Regulation 61-101 respecting the protection of minority security holders in special transactions and as defined under Item 404(a) of Regulation S-K before it is consummated.

Statements in this Code to the effect that certain actions may be taken only with "Theratechnologies' approval" will be interpreted to mean that appropriate officers, the Board of Directors, or members of the appropriate Board of Directors committee must give prior written approval before the proposed action may be undertaken.

8. Reporting and Investigation Process

8.1. Reporting

All employees, officers and directors are obligated to immediately report any situation or conduct that might constitute a possible violation of this Code or the law to the General Counsel (or, in connection with complaints or concerns regarding (i) harassment matters, to the Chair of the Board, and (ii) accounting, internal controls or auditing matters, to the Chair of the Audit Committee). Reports may be made anonymously orally through the Compliance Hotline/Helpline or in writing. Failure to report a violation may result in disciplinary action, which may include termination of employment. Reported violations will be investigated and addressed promptly and will be treated confidentially to the extent possible. Whenever practical, the complaint should be made in writing. It is unacceptable to submit a complaint knowing it is false.

8.2. Contact Information (See Exhibit A)

8.3. Investigation Process

Reports of violations will be investigated promptly under the supervision of the Chair of the Board, the Chair of the Audit Committee or the General Counsel , after consultation with

the President and Chief Executive Officer, to the extent that he/she is not the subject of the alleged violation, and with the recommendation of the the Board of Directors. All employees, officers and directors are required to cooperate fully in the investigation of reported violations and to provide truthful, complete and accurate information. The investigation will be handled as discreetly as reasonably possible, allowing for a fair investigation and any necessary corrective action. Appropriate corrective action will be taken whenever a violation of this Code is determined to have occurred. Those supervising the investigation shall be entitled to retain outside assistance to carry out the investigation.

8.4. Disciplinary Action

Depending on the nature of the violation, the offending individual can be subject to corrective action, such as training, or disciplinary action, which may include termination of employment. Failure to follow applicable laws can lead to severe penalties and sanctions against the Company, including large fines, criminal prosecutions, ineligibility to receive reimbursement from government payors, and the exclusion of individuals from participation in government programs. Violators may also be personally liable for prosecution, fines and potentially even imprisonment. In addition, anyone who violates Theratechnologies' own policies or who interferes with an investigation or provides information in an investigation that the individual knows to be untrue or inaccurate, is subject to disciplinary action, which may include termination of employment.

8.5. Confidentiality

Except as may be required by law or by the requirements of the resulting investigation or corrective action, the person conducting the investigation will not disclose the identity of anyone who reports a suspected violation if confidentiality is requested.

8.6. Protection Against Retaliation

The Company prohibits any form of retaliation against employees who, for lawful purposes, report to the Company any conduct or activity that may violate this Code, any law or regulation applicable to the Company or any other suspected improper, unethical or illegal conduct or activities by anyone at the Company. The Company also prohibits any form of retaliation against employees who provide information, cause information to be provided, or assist in an investigation conducted by the Company or any governmental body regarding a possible violation of any law or regulation relating to fraud, any labor law, or any rule or regulation of the U.S. SEC (the US Securities and Exchange Commission), or equivalent authority in Canada and other jurisdictions, or who file, cause to be filed, or assist, participate or give testimony in any proceeding relating to an alleged violation of any such law, rule or regulation.

All Company officers and other managerial employees are responsible for ensuring adherence to this Section 8.6. In addition, each Company officer and managerial employee is responsible for communicating the policy set forth in this Section 8.6 to employees under his or her supervision and for supporting programs and practices designed to develop understanding of, commitment to and compliance with this policy. In the event that any Company officer, other managerial employee or manager believes that a violation of this Section 8.6 has occurred or receives a report of a violation, he or she must immediately contact the General Counsel.

If an employee believes that he or she has been retaliated against (including threatened or harassed) in violation of this Code, he or she should report the retaliation to the General Counsel, unless the employee believes that the General Counsel has retaliated, in which event the employee should report the retaliation to the President and Chief Executive Officer, Human Resources and/or the Board of Directors. Once an employee reports retaliation prohibited by this Code, the Company will promptly investigate the matter in accordance with the procedures described above.

Approved by the Board of Directors
Theratechnologies Inc.
March 3, 2022

Exhibit A
Contact Information for Reporting Compliance Questions or Concerns

Compliance Hotline/Helpline [redacted]

General Counsel [redacted]

Compliance Officer [redacted]

Additionally, anonymous complaints may be submitted to the Compliance Hotline/Helpline or, in writing, to the following address:

Theratechnologies Inc.
2015 Peel Street
Suite 1100
Montreal, Québec, Canada
H3A 1T8
Attention: General Counsel

Exhibit B
Theratechnologies Code of Business Conduct and Ethics Annual Disclosure Statement

Theratechnologies Code of Business Conduct and Ethics
Initial Certification and Disclosure Statement

I hereby certify that (*check which one applies*):

☐ I am in compliance with the Theratechnologies Code of Business Conduct and Ethics (the "Code").

☐ I am not in compliance with the Code, but I have reported my non-compliance to the Chief Compliance Officer or the Compliance Hotline/Helpline.

☐ I am not in compliance with the Code, but I will report my non-compliance immediately to the Chief Compliance Officer or the Compliance Hotline/Helpline.

I hereby disclose that (*check all that apply*):

☐ I do not know of or suspect any violations of the Code.

☐ I am aware of a suspected violation of the Code, which I have already reported.

☐ I am aware of a suspected violation of the Code that I have not yet reported, but which I intend to report promptly.

Signature:

_____

Print Name:

_____

Date:

_____

Exhibit C
Theratechnologies Code of Business Conduct and Ethics Annual Certification

I certify that I have read, that I understand, and that I will comply with the Theratechnologies Code of Business Conduct and Ethics.

Signature:

_____

Print Name:

_____

Date:

_____

INSIDER TRADING POLICY

DATED NOVEMBER 29, 2021

TABLE OF CONTENTS

I. INTRODUCTION AND PURPOSES

This insider trading policy (the "**Policy**") provides guidelines for directors, officers, executives, employees and consultants (collectively, "**Theratechnologies Personnel**") of Theratechnologies Inc. and to those of its direct and indirect subsidiaries (collectively, "**Theratechnologies**" or the "**Corporation**") concerning transactions in securities of the Corporation and related financial instruments.

It is illegal under Canada's securities laws and regulations and those of other jurisdictions for persons in possession of privileged or undisclosed material information relating to an issuer to (i) trade in shares and other securities of such issuer or (ii) communicate such information to others or recommend that another person trade in the securities of such information. The prohibited activities are called "insider trading" and "tipping."

The rules and procedures outlined in this Policy have been implemented in order to prevent improper trading in the securities of the Corporation and the improper communication of privileged or undisclosed material information by Theratechnologies Personnel. This Policy is also intended to ensure that Theratechnologies Personnel act in accordance with applicable laws and the highest standards of ethical and business conduct. Finally, this Policy aims to prevent Theratechnologies Personnel from engaging in activities that, although not illegal, may expose them or the Corporation to potential reputational risk.

The Vice President, Legal Affairs of the Corporation is responsible for this Policy (the "**Trading Officer**"). If any authorization referenced herein is required to be obtained from the Trading Officer and such officer is not available, then such authorization may be obtained from the Corporation's Senior Vice President and Chief Financial Officer or, in the absence of both, the President and Chief Executive Officer.

II. DEFINITIONS

"**Designated Insider**" means Theratechnologies Personnel that the Corporation has designated as a person who is subject to certain trading restrictions due to their access to Privileged Information about Theratechnologies.

"**Designated Personnel**" means Theratechnologies Personnel who, as a participant in a material acquisition, outsourcing project or other material event or transaction has been identified as a Designated Personnel by the Corporation.

"**Privileged Information**" means any information or change relating to the business, activities, affairs, operations, capital or financial position of the Corporation which has not been generally disclosed that would reasonably be expected to have a significant effect on the market price or value of the Corporation's securities or that could affect the investment decision of a reasonable investor, and includes a decision to implement such a change made by the Board of Directors or senior management who believe that confirmation of the decision by the Board of Directors is probable. Schedule A to this Policy presents various examples of the types of events or information which may constitute Privileged Information.

"**Related Financial Instrument**" means (1) any instrument, agreement or security whose value, market price or payment obligations are based on the value, market price or payment obligations of a security of the Corporation; and (2) any other instrument, agreement or understanding that affects, directly or indirectly, a person's economic interest in a security of the Corporation.

"**Reporting Insider**" means that certain Theratechnologies Personnel who are directors or executive officers designated by the Corporation as a reporting insider within the meaning of *National Instrument 55-104 – Insider Reporting Requirements and Exemptions*.

"**Theratechnologies Securities**" means shares, options, warrants, notes and any other securities that the Corporation may issue from time to time (such as bonds, debentures, convertible debentures, subscription receipts and other convertible securities) and includes, for the purposes of this Policy, any Related Financial Instrument.

"**Trading Day**" means a day on which the Toronto Stock Exchange or the NASDAQ Stock Market is open for trading.

III. GENERAL RESTRICTIONS APPLICABLE TO ALL THERATECHNOLOGIES PERSONNEL

A. INSIDER TRADING

Theratechnologies Personnel shall not, directly or indirectly, engage in any transaction involving Theratechnologies Securities, including changing an economic interest in a Related Financial Instrument, during any period commencing on the date that he, she or they possess Privileged Information and ending at the close of business on the first Trading Day following public disclosure of the Privileged Information.

Theratechnologies Personnel are also prohibited from trading in another public company's securities or changing an economic interest in any related financial instrument pertaining to such public company's securities while in possession of privileged information regarding that public company gained during the course of the work of Theratechnologies Personnel.

There are very limited exemptions to the foregoing restrictions under applicable laws, and any trading in reliance on such statutory exemptions should first be authorized under the pre-clearance procedure contained herein.

B. CONFIDENTIALITY OF NON-PUBLIC INFORMATION

Disclosure of Privileged Information relating to Theratechnologies is prohibited, except as explicitly permitted herein.

C. TIPPING

Theratechnologies Personnel are prohibited from disclosing ("**Tip**") Privileged Information to any other person (including members of his or her immediate family or household), and Theratechnologies Personnel shall not make recommendations or express

opinions as to trading in securities of Theratechnologies or other companies while having Privileged Information.

Tipping is a violation of law, even if the person disclosing the information does not personally make a trade or otherwise benefit from disclosing the information.

There are limited circumstances in which Privileged Information may be disclosed in the necessary course of business if there are no grounds to believe the Privileged Information will be used or disclosed contrary to applicable law. The question of whether a particular disclosure is being made in the necessary course of business is a mixed question of law and facts that must be determined on a case-by-case basis. However, the necessary course of business exception may, depending on the circumstances, cover communications with:

1) vendors, suppliers or strategic partners on issues such as research and development, sales and marketing, and supply contracts;
2) employees, officers, and board members;
3) lenders, legal counsel, auditors, underwriters, and financial and other professional advisors to the Corporation;
4) parties to negotiations;
5) labour unions and industry associations;
6) government agencies and non-governmental regulators; and
7) credit rating agencies (provided that the information is disclosed to assist the agency in formulating a credit rating and the agency's ratings generally are or will be publicly available).

No Theratechnologies Personnel may disclose Privileged Information under the exception of the necessary course of business unless it has been previously authorized under this policy. If Theratechnologies Personnel disclose Privileged Information under the exception of the necessary course of business, the Corporation should ensure that those receiving the information under such exception cannot pass the information to anyone else or trade on the basis of that information until the information has been generally disclosed. Obtaining a confidentiality agreement in these circumstances is considered a good practice and may help safeguard the confidentiality of the information.

If Theratechnologies Personnel believe they are faced with the circumstances described above, they should send a request to the Trading Officer to confirm whether such Privileged Information may be disclosed and the conditions under which it may so be communicated.

D. CONSEQUENCES OF NON-COMPLIANCE

The consequences of insider trading and tipping can be severe. Theratechnologies Personnel who contravene applicable laws and regulations will be subject to disciplinary actions, which may include restrictions on future participation in equity-based incentive plans or termination of employment without notice or payment in lieu of notice, and expose themselves to criminal, penal and administrative actions by the relevant authorities, which could lead to substantial fines and imprisonment.

IV. ADDITIONAL RESTRICTIONS APPLICABLE TO REPORTING INSIDERS, DESIGNATED INSIDERS AND DESIGNATED PERSONNEL

A. TRADING RESTRICTIONS AND BLACKOUT PERIODS

Reporting Insiders and Designated Insiders shall not trade in Theratechnologies Securities during the period (each, a "**Regularly Scheduled Blackout Period"**) **beginning on the day immediately following the end of a fiscal quarter and ending on and including the first (1st) Trading Day following the date of public disclosure of the financial results for that quarter**.

Blackout periods may also be prescribed from time to time, for such length of time as is deemed necessary, as a result of special circumstances relating to the Corporation (each a "**Discretionary Blackout Period"** and, together with Regularly Scheduled Blackout Periods, a "**Blackout Period**"). The Trading Officer shall determine the Theratechnologies Personnel to which such Discretionary Blackout Period applies and such personnel shall become Designated Personnel which will be prohibited from trading in Theratechnologies Securities during the Discretionary Blackout Period.

Notwithstanding the foregoing, the Blackout Periods shall not prohibit the Corporation from (i) granting stock options and other equity awards to Theratechnologies Personnel as part of the yearly operational and planning and budget approval processes, as approved by the Board of Directors in accordance with applicable laws and regulations; (ii) automatic purchases or dispositions in accordance with applicable laws and regulations pursuant to any written automatic plan established by Theratechnologies prior to the relevant periods; and (iii) issuing deferred share units to the Corporation's non-employee directors in accordance with the Corporation's Deferred Share Unit Plan, as may be amended and/or restated from time to time, and the compensation policies of the board of directors which may then be in effect.

Theratechnologies Personnel who have signed a Confidentiality or Non-Disclosure Agreement and are as such Designated Personnel may only trade Theratechnologies Securities in accordance with the terms and conditions of such agreements.

Blackout Periods will also apply to all Theratechnologies Personnel with access to Privileged Information, such as during periods when certain Theratechnologies Personnel prepare financial statements, but results have not yet been publicly disclosed. Notice of such blackouts may or may not be communicated by the issuance of a formal notice.

B. ANTI-HEDGING RESTRICTIONS

Theratechnologies Personnel shall not in respect of Theratechnologies Securities engage in: (i) short sales; (ii) transactions in derivatives in respect of Theratechnologies Securities such as put and call options; or (iii) any other hedging or equity monetization transaction in which the individual's economic interest and risk exposure in Theratechnologies Securities is changed, such as collars or forward sales contracts. The foregoing restrictions shall not prohibit Theratechnologies Personnel from effecting a "cashless exercise" of options granted under the Corporation's Stock Option Plan in accordance with the terms

of the Stock Option Plan and the usual procedures of the broker used to facilitate the exercise of such Theratechnologies Personnel's options.

There may be limited circumstances under which personal factors such as estate planning may lead a Theratechnologies Personnel to consider certain hedging or equity monetization transactions. The Board of Directors may, considering all relevant circumstances, determine if any such transaction may be allowed notwithstanding the general principle described above, and the conditions attaching to any such transaction before it may be implemented.

C. SPECULATIVE TRADES

Theratechnologies Personnel must not engage in speculative trading in short-term price fluctuations in the value of securities of the Corporation.

D. PRE-CLEARANCE OF TRADES

All Reporting Insiders, Designated Insiders and Designated Personnel who wish to make a transaction involving Theratechnologies Securities must first submit a **written** request to the Trading Officer. A request should specify the type of transaction (e.g., purchase or sale of shares or exercise of stock options and, in the case of the exercise of stock options, provide a confirmation of the intention to subsequently hold or sell the underlying shares). Schedule B hereto contains a suggested form of notification for pre-clearance for a trade. **No trade may be carried out without the pre-clearance of the Trading Officer.**

Any approval granted for any proposed transaction will be valid for a period of three (3) Trading Days, unless revoked prior to that time. No transaction may be carried out after the expiry of three (3) Trading Days following the receipt of approval unless such approval is renewed. To the extent that a material information remains non-public, Theratechnologies Personnel subject to a Blackout Period may not be given permission to trade in Theratechnologies Securities and may not be informed of the reason they may not trade. Any person that is made aware of the reason for an event-specific prohibition on trading shall not disclose the reason for the prohibition to third parties and should avoid disclosing the existence of the prohibition.

Theratechnologies Personnel are reminded that, notwithstanding the pre-clearance of a trade by the Trading Officer, the ultimate responsibility for complying with the insider trading restrictions rests with the individual trading in Theratechnologies Securities.

E. FILING INSIDER REPORTS

Under applicable Canadian securities legislation, a person or corporation who becomes a Reporting Insider of the Corporation must file an insider report within ten (10) days of the date of becoming a Reporting Insider electronically through the System for Electronic Disclosure by Insiders (''**SEDI**") at www.sedi.ca.

In addition, a Reporting Insider must file an insider trading report on SEDI within five (5) **calendar** days of the date of any change in the beneficial ownership of, or control or direction over, whether direct or indirect, Theratechnologies Securities or any interest in, or right or obligation associated with, a Related Financial Instrument. This includes, without limitation, the acquisition or the disposition of shares and options of the Corporation, as well as the entering into, amendment or termination of a Related Financial Instrument.

The Trading Officer may assist any Reporting Insiders in completing and filing insider reports provided such Reporting Insiders provide the necessary information to the Trading Officer, in a timely manner (immediately after the transaction in the case of a purchase or sale). **However, the ultimate responsibility for complying with the insider filing requirements rests with the individual trading in Theratechnologies Securities**. A failure to set up and maintain his or her SEDI profile and file the required insider reports within the appropriate deadline will result in a fine (currently 100$) for the Insider for each day in arrears.

Schedule A
Examples of Privileged Information

The examples below are merely examples of Priviliged Information and are not an exhaustive list. The examples below should be read in conjunction with the Insider Traditing Policy in its entirety.

Changes in Corporate Structure

- Change in share ownership that may affect control of the Corporation
- Major reorganizations, amalgamations or mergers
- Take-over bids, issuer bids or insider bids

Changes in Capital Structure

- Public or private sale of additional Theratechnologies Securities
- Planned repurchases or redemptions of Theratechnologies Securities
- Planned splits of common shares or offerings of warrants or rights to buy shares
- Share consolidation, share exchange or stock dividend
- Changes in Theratechnologies's dividend payment or policies
- Possible initiation of a proxy fight
- Material modifications to the rights of security holders

Changes in financial Results

- Significant increase or decrease in near-term earnings prospects
- Unexpected changes in the financial results for any periods
- Shifts in financial circumstances, such as cash flow reductions, major asset write-offs or write-down
- Changes in the value or composition of the company's assets
- Any material change in the company's accounting policy

Changes in Business Operations

- Any development that affects the company's resources, technology, products or markets
- Significant change in capital investment plans or corporate objectives
- Major labour disputes or disputes with major contractors or suppliers
- Significant new contracts, products, patents, or services or significant losses of contracts or business
- Significant discoveries by resource companies
- Changes to the board of directors or executive management, including the departure of the company's CEO or CFO (or persons in equivalent positions)
- Commencement of, or developments in, material legal proceedings or regulatory matters
- Waivers of corporate ethics and conduct rules for officers, directors, and other key employees
- Notice that reliance on a prior audit is no longer permissible
- De-listing of the company's securities or their movement from one quotation system or exchange to another

Acquisitions and Dispositions

- Significant acquisitions or dispositions of assets, property or joint venture interests
- Acquisitions of other companies, including a take-over bid for, or merger with, another company

Changes in Credit Agreements

- Borrowing or lending of a significant amount of money
- Any mortgaging or encumbering of the company's assets
- Defaults under debt obligations, agreements to restructure debt, or planned enforcement procedures by a bank or any other creditors
- Changes in rating agency decisions
- Significant new credit arrangements

Schedule B
Notification of Intention to Trade in Securities

Attention: Vice President, Legal Affairs, of Theratechnologies Inc. (the "Corporation")

In accordance with the Corporation's Insider Trading Policy (the "**Policy"**), I hereby notify you of my intention to execute the following transaction in securities of the Corporation and request approval of such transaction. Defined terms not otherwise defined herein have the meanings set out in the Policy.

Type of transaction (check one):

___ Purchase ___ Sale ___ Exercise of stock options ___ Other

If you selected "Other", please explain: _____

_____

_____

Type of shares to be traded: _____

Number of shares to be traded: _____

I confirm that I am aware of the legal prohibitions against insider trading and confirm that I am not in possession of any material information relating to the Corporation (and any of its subsidiaries) or any of its operations which has not been disclosed to the public generally.

I understand that the Policy supplements, and does not replace, applicable insider trading laws. I understand that a violation of insider trading or tipping laws and regulations may subject me to severe civil and/or criminal penalties, and that violation of the terms of the Policy may subject me to disciplinary action by the Corporation, up to and including termination.

I understand that, notwithstanding any trading authorization granted upon approval of this form, I remain personally responsible for complying with the Policy and applicable securities laws and regulations.

_____	_____	_____
Name (please print)	**Signature**	**Date**

Authorized by:

_____	_____	_____
Name (please print)	**Signature**	**Date**

This authorization is valid for three (3) Trading Days on the Toronto Stock Exchange or the NASDAQ Stock Market, unless revoked prior to that time.

Exhibit 12.1

CERTIFICATION REQUIRED BY RULE 13a-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934

I, Paul Lévesque, certify that:

1. I have reviewed this annual report on Form 20-F of Theratechnologies Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this report;

4. The issue's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the issuer and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the issuer, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the issuer's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the issuer's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the issuer's internal control over financial reporting; and

5. The issuer's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the issuer's auditors and the audit committee of the issuer's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the issuer's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the issuer's internal control over financial reporting.

Date: February 21, 2024

By: /s/ Paul Lévesque
Paul Lévesque
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 12.2

CERTIFICATION REQUIRED BY RULE 13a-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934

I, Philippe Dubuc, certify that:

1 I have reviewed this annual report on Form 20-F of Theratechnologies Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this report;

4. The issue's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the issuer and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the issuer, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the issuer's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the issuer's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the issuer's internal control over financial reporting; and

5. The issuer's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the issuer's auditors and the audit committee of the issuer's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the issuer's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the issuer's internal control over financial reporting.

Date: February 21, 2024

By: /s/ Philippe Dubuc
Philippe Dubuc
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

Exhibit 13.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES–OXLEY ACT OF 2002

In connection with the Annual Report on Form 20-F of Theratechnologies Inc. (the "Company") for the fiscal year ended November 30, 2023, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Paul Lévesque, President and Chief Executive Officer of the Company certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 21, 2024

/s/ Paul Lévesque
Name: Paul Lévesque
Title: President and Chief Executive Officer

A signed original of this written statement required by Section 906 has been provided to Theratechnologies Inc. and will be retained by Theratechnologies Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 13.2

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES–OXLEY ACT OF 2002

In connection with the Annual Report on Form 20-F of Theratechnologies Inc. (the "Company") for the fiscal year ended November 30, 2023, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Philippe Dubuc, Senior Vice President and Chief Financial Officer of the Company certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 21, 2024

/s/ Philippe Dubuc
Name: Philippe Dubuc
Title: Senior Vice President and Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to Theratechnologies Inc. and will be retained by Theratechnologies Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 15

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors
Theratechnologies Inc.

We consent to the incorporation by reference in the Registration Statement (No. 333-276196) on Form F-3 of Theratechnologies Inc. of our report dated February 20, 2024 on the consolidated financial statements of Theratechnologies Inc (the "Entity") which comprise the consolidated financial position as of November 30, 2023 and 2022, the related consolidated statements of net loss and comprehensive loss, changes in equity and cash flows for each of the years in the three-year period ended November 30, 2023, and the related notes, which is included in the Annual Report on Form 20-F of the Entity for the fiscal year ended November 30, 2023.

/s/ KPMG LLP

February 21, 2024
Montréal, Canada

Exhibit 17

SUBSIDIARY GUARANTORS

Issuer	Number of Shares Owned	Total Shares Outstanding	% of Interest Pledged	Certificate No.	Par Value
Theratechnologies Europe Limited	100	100	100%	1	€1.00
Theratechnologies U.S., Inc.	100	100	100%	C-1	$0.01
Theratechnologies Intercontinental Inc.	· 100 Class A shares; · 140,130,000 Class C Shares	100 Class A shares and 140,130,000 Class C shares	100%	A-1 C-1	N.A.
Theratechnologies Europe Inc.	· 100 Class A Shares · 39,000,000 Class C Shares	100 Class A shares and 39,000,000 Class C shares	100%	A-1 C-1	N.A.
Pharma-G Inc.	· 2,244,027 Common Shares	2,244,027 Common Shares	100%	O-7	N.A.

Exhibit 97.1

THERATECHNOLOGIES INC.

RESTATEMENT CLAWBACK POLICY

Adopted on November 30, 2023

This Restatement Clawback Policy (this "Policy") has been established and adopted by the Board of Directors (the "Board") of Theratechnologies Inc. (the "Company") and will be administered by the Compensation Committee (the "Committee") of the Board. Defined terms used in this Policy shall have the respective meanings set forth in Section 11 hereof.

Restatement Clawback Policy

1. Name and Purpose. This Policy is intended to satisfy the Company's obligations pursuant to Section 10D of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), Rule 10D-1 of the Exchange Act, and other applicable rules of the Securities and Exchange Commission ("SEC") and Nasdaq ("Nasdaq").

2. Authority; Administration. This Policy shall be administered by the Committee, except as otherwise set forth herein. The Committee is authorized to administer, interpret, issue and revoke rules and construe this Policy and the terms hereof. In furtherance of this authority, the Committee is authorized to make all determinations advisable, appropriate, necessary or useful for the administration of this Policy, including any factual determinations and to correct any defect, ambiguity, omission or inconsistency in this Policy. Any interpretations, rules or determinations made by the Committee shall be final and binding on the Company and all affected individuals and need not be consistent or uniform with respect to each Executive Officer subject to this Policy. Notwithstanding the foregoing, except as set forth in Section 9 below, in no event may the Company accept an amount that is less than the amount of Erroneously Awarded Compensation in satisfaction of an Executive Officer's obligations hereunder.

3. Delegation; Cooperation. To the extent permitted by applicable law and policies of the Company, the Committee may authorize and delegate to any officer or employee of the Company or any subsidiary to take all actions necessary or appropriate to carry out the objectives, purpose and intent of this Policy. The Committee is directed and permitted to consult with the Board, the Audit Committee and any other committee of the Board, as may be necessary or appropriate, as to matters within their respective responsibility and authority.

4. Subject Individuals. This Policy shall be binding and enforceable against all Executive Officers of the Company and, to the extent required by applicable law or guidance from the SEC or Nasdaq, their beneficiaries, heirs, executors, administrators or other legal representatives.

5. Clawback Requirement. The Company will recover, recoup, cancel or forfeit reasonably promptly the amount of Erroneously Awarded Compensation in the event that the Company is required to prepare a Restatement (the "Clawback Requirement") in accordance with the terms of this Policy.

6. Timing. The Clawback Requirement applies to all Incentive Compensation Received by an Executive Officer subject to this Policy:

a. after beginning service as an Executive Officer of the Company;

b. who served as an Executive Officer of the Company at any time during the performance period for a particular element of Incentive Compensation;

c. while the Company has a class of securities listed on a national securities exchange or a national securities association; and

d. during the three completed fiscal years immediately preceding the date that the Company is required to prepare an applicable Restatement.

The Company's obligation to recover Erroneously Awarded Compensation is not dependent on when or if the restated financial statements are filed.

7. Clawback Amount. Erroneously Awarded Compensation as determined under this Policy shall be subject to the Clawback Requirement. Erroneously Awarded Compensation shall be computed without regard to any taxes paid by or on behalf of the Executive Officer on such Erroneously Awarded Compensation.

For Incentive Compensation based on stock price or total shareholder return, where the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in the Restatement:

a. the amount must be based on a reasonable estimate of the effect of the Restatement on the stock price or total shareholder return upon which the Incentive Compensation was Received; and

b. the Company must maintain documentation of the determination of that reasonable estimate and provide such documentation, as required, to Nasdaq.

The Board or Committee may engage such compensation consultants, external legal advisors, accountants and other advisors as it shall deem desirable from time to time at the cost and expense of the Company.

8. Manner of Enforcement. Subject to Section 9 below, the Committee shall determine, in its sole discretion, the method, timing and manner for recovering Incentive Compensation in accordance with this Policy, which may include without limitation:

a. seeking recovery or reimbursement of any cash (including bonus or retention awards) and equity-based award made to the Executive Officer;

b. cancelling or offsetting against any contractually required or planned future cash (including bonus or retention awards) or equity-based awards made to the Executive Officer;

c. requiring the forfeiture of or cancelling any previously-granted or awarded cash (including bonus or retention awards) or equity-based awards made to the Executive Officer;

d. offsetting amounts paid in salary or commissions to the Executive Officer or director fees if the Executive Officer is serving as a director of the Company;

e. offsetting, requiring the forfeiture of or cancelling amounts paid or to be paid in severance to the Executive Officer pursuant to any severance or similar policy of the Company;

f. forfeiture of or cancelling any dividend equivalents or dividend equivalent rights on any equity-based award;

g. forfeiture of deferred compensation, subject to compliance with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations thereunder; and

h. any other manner or method authorized by applicable law, plan or contract as may be approved by the Committee in its sole discretion.

For the avoidance of doubt, any compensation paid or granted to any Executive Officer which is subject to the Clawback Requirement shall not trigger any "Good Reason," "Good Leaver" or similar provision under any plan, contract, employment agreement or other compensation arrangement between the Company and the Executive Officer.

9. Exceptions to the Clawback Requirement. The Company must recover Erroneously Awarded Compensation in compliance with this Policy, except to the extent that the conditions in clauses (a), (b) or (c) set forth below are met, and the Committee, or in the absence of such a committee, a majority of the independent directors serving on the Board, has made a determination that recovery would be impracticable.

a. The direct expense paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered. Before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation based on expense of enforcement, the Company must make a reasonable attempt to recover such Erroneously Awarded Compensation, document such reasonable attempt(s) to recover, and provide that documentation to Nasdaq.

b. Recovery would violate home country law where that law was adopted prior to November 28, 2022. Before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation based on violation of home country law, the Company must obtain an opinion of home country counsel, acceptable to Nasdaq, that recovery would result in such a violation, and must provide such opinion to Nasdaq.

c. Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet

the requirements of Sections 401(a)(13) or 411(a) of the Code and regulations thereunder.

10. Disclosure in SEC Filings. The Company must file all disclosures with respect to this Policy in accordance with the requirements of the Federal securities laws, including the disclosure required by the Exchange Act and any applicable SEC filings.

11. Definitions and Rules. Unless the context otherwise requires, the following definitions and rules apply for purposes of this Policy:

    a. "Erroneously Awarded Compensation" means the amount of Incentive Compensation Received that exceeds the amount of Incentive Compensation that otherwise would have been Received had it been determined based on the restated performance metrics and/or restated financial statements or information.

    b. "Executive Officer" means an current or former officer of the Company as defined in the rules promulgated under Section 16 of the Exchange Act, including the Company's president, principal financial officer, principal accounting officer (or if there is no such accounting officer, the controller), any vice-president of the Company in charge of a principal business unit, division, or function (such as sales, administration, or finance), any other officer who performs a policy-making function, or any other person who performs similar policy-making functions for the Company. Executive officers of the Company's subsidiaries are deemed executive officers of the Company if they perform such policy making functions for the Company. Policy-making function is not intended to include policy-making functions that are not significant. Identification of an executive officer for purposes of Nasdaq Listing Rule 5608 would include at a minimum executive officers identified by the Company pursuant to 17 CFR 229.401(b) (Item 401(b) of Regulation S-K).

    c. "Financial Reporting Measure" means a measure that is determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measure that is derived wholly or in part from any such measure. Stock price and total shareholder return are also Financial Reporting Measures. A Financial Reporting Measure need not be presented within the financial statements or included in a filing with the SEC.

    d. "Incentive Compensation" means any compensation, cash or equity, that is granted, earned, or vested based wholly or in part upon the attainment of a Financial Reporting Measure.

    e. "Restatement" means an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously

issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.

f. Incentive Compensation is deemed "Received" in the Company's fiscal period during which the financial reporting measure specified in the Incentive Compensation award is attained, even if the payment or grant of the incentive- based compensation occurs after the end of that period.

g. For purposes of determining the relevant recovery period, the date that the Company is required to prepare a Restatement is the earlier to occur of:

i. the date the Board, a committee of the Board, or the officer or officers of the Company authorized to take such action if board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare a Restatement; or

ii. the date a court, regulator, or other legally authorized body directs the Company to prepare a Restatement.

12. Transition. This Policy shall apply to Incentive Compensation Received by Executive Officers on or after October 2, 2023.

13. Applicable Law. This Policy shall be governed by the laws of the Province of Québec, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Policy to the substantive law of another jurisdiction.

14. No Indemnification. Notwithstanding the terms of any (a) provision of the Company's Articles of Incorporation (as amended from time to time, the "Articles of Incorporation"), (b) the Company's Bylaws ("Bylaws"), (c) indemnification agreement entered into with the Company by any Executive Officer or (d) insurance policy maintained by or on behalf of the Company for the benefit of the Company or any Executive Officer, the Company shall not indemnify or reimburse (or cause to be reimbursed through any existing or new compensation arrangement) any Executive Officer against the loss of any Incentive Compensation, including any payment or reimbursement for the cost of third-party insurance or other indemnification arrangement purchased by any Executive Officer to fund any Clawback Requirement under this Policy.

15. Actions in Furtherance of Policy. Subject to requirements of the (a) laws of the Province of Québec, (b) the Articles of Incorporation and Bylaws of the Company and (c) any other applicable policy of the Company, each individual who is or was a member of the Board or the Committee (in his or her capacity as such) shall be indemnified and held harmless by the Company against and from any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by him or her in connection with or resulting from any claim, action, suit or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action

taken under this Policy and against and from any and all amounts paid by him or her in settlement thereof. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such individuals may be entitled as a matter of law or otherwise, or any power that the Company may have to indemnify them or hold them harmless.

16. Amendment, Termination. The Board may amend, modify or supplement any provision of this Policy at any time and from time to time in its sole discretion. The Board shall amend the Policy, to take effect retroactively or otherwise, as deemed necessary or advisable for the purpose of conforming this Policy to any applicable law or any rules, standards or interpretations adopted by a national securities exchange on which the Company's securities are listed.

17. Non-Exclusivity. This Policy shall not be construed as creating any limitations on the power of the Board or Committee to adopt such other clawback or recoupment compensation policies, agreements or arrangements as it may deem desirable for any individual or enable the Company to pursue any remedies or rights that may be available to the Company under applicable law to recoup or clawback compensation of any type.

18. Application. For the avoidance of doubt, this Policy shall apply to any Incentive Compensation paid pursuant to or in accordance with the Company's share option plan and any other equity-based incentive compensation plan applicable to Executive Officers.