Exhibit 10.5  
 CONSULTING AGREEMENT  
 EFFECTIVE DATE: October 5, 2024  
 This Consulting Agreement (the “Agreement”) is made by and between Xxxxxxx, Tnc. a Delaware corporation (“Client”), and Xxxx Xxxxxxxxx, M.D. (the “Consultant”).  
 1.            Engagement of Services. Subject to the terms of this Agreement, Consultant will render the services set forth in the Project Proposal attached hereto as Exhibit A (the “Services”) by the completion dates and within the budgets set forth therein. Consultant acknowledges that any and all payments received shall be fair value payments for services provided and not intended to be, or deemed to be a bribe, kickback or any other form of payment which would violate applicable laws. No payments made by Client to Consultant are intended to influence current or future prescribing decisions or otherwise influence Consultant’s opinion.  
 2.            Compensation. Client will pay Consultant fees and expenses as set forth in each Project Proposal for services rendered pursuant to this Agreement. Any fees or expenses which will exceed amounts proposed in the Project Proposal must be pre-approved by Client before such fees or expenses are incurred.  
 3.            Ownership of Work Product. Consultant hereby irrevocably assigns, grants and conveys to Client all right, title and interest now existing or that may exist in the future in and to any work performed by Consultant for Client, including without limitation any ideas, designs, techniques, inventions, know-how, software, copyrights, trademarks, patents and any other intellectual property or other rights in any work product created by Consultant, or to which Consultant contributes or relies upon or incorporates any Client Confidential Information, pursuant to this Agreement (the “Work Product”). Consultant agrees that any and all Work Product shall be and remain the property of Client. Consultant agrees to execute, at Client’s request and expense, all documents and other instruments necessary or desirable to confirm Client’s rights and transfer to Client such rights in all Work Product. In the event that Consultant does not, for any reason, execute such documents within a reasonable time of Client’s request, Consultant hereby irrevocably appoints Client as Consultant’s attorney-in-fact for the purpose of executing any and all documents on Consultant’s behalf necessary to facilitate the transfer and assignment to Client of all rights to the Work Product. The appointment of Client as Consultant’s attorney-in-fact is coupled with an interest. Consultant shall not attempt to register any works or Work Product created by Consultant pursuant to this Agreement at the U.S. Copyright Office, the U.S. Patent & Trademark Office, or any foreign copyright, patent, or trademark registry. Consultant retains no rights in the Work Product and agrees not to challenge Client’s ownership of the rights embodied in the Work Product. Consultant shall take all necessary actions to assist Client to enforce Client’s rights relating to the Work Product in any and all countries, including, but not limited to, executing, verifying and delivering such documents and performing such other acts (including appearing as a witness) as Client may reasonably request for use in obtaining, perfecting, evidencing, sustaining and enforcing Client’s rights relating to the Work Product.  
 Xxxxxxx Consulting Agreement 1.   
 4.            Artist’s, Moral, and Other Rights. If Consultant has any rights, including without limitation “artist’s rights” or “moral rights,” in the Work Product which cannot be assigned (the “Non-Assignable Rights”), Consultant agrees to waive enforcement worldwide of such rights against Client. In the event that Consultant has any such rights that cannot be assigned or waived, Consultant hereby grants to Client a royalty-free, paid-up, exclusive, worldwide, irrevocable, perpetual license to the Non-Assignable Rights to (i) use, make, have made, sell, offer to sell, import, and further sublicense the Work Product, and (ii) reproduce, distribute, create derivative works of, publicly perform and publicly display the Work Product, including any Non-Assignable Rights, in any medium or format, whether now known or later developed.  
 5.            Representations and Warranties. Consultant represents and warrants that: (a) Consultant has the full right and authority to enter into this Agreement and perform his obligations hereunder, (b) Consultant has the right and unrestricted ability to produce and, if necessary, assign the Work Product to Client as set forth in Section 3 (including without limitation the right to assign any Work Product created by Consultant’s employees or contractors as and when created or produced), (c) the Work Product has not and will not be based upon and does not incorporate any third party proprietary information, (d) the Work Product will not infringe upon any copyright, patent, trademark, right of publicity or privacy, or any other proprietary right of any person, whether contractual, statutory or common law, (e) he is duly licensed, to the extent required, in the state(s), province(s) and/or country in which he is currently practicing and (f) he has not been excluded, debarred, suspended, or otherwise ineligible to participate in federal and/or state programs, or named on the List of Excluded Individuals/Entities issued by the Office of Inspector General of the U.S. Department of Health and Human Services Office and/or the Debarment List of the U.S. Food and Drug Administration. Consultant agrees to indemnify Client from any and all damages, costs, claims, expenses or other liability (including reasonable attorneys’ fees and expenses) arising from or relating to the breach or alleged breach by Consultant of the representations and warranties set forth in this Section 5.  
 6.            Independent Contractor Relationship. Consultant is an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Consultant will not be entitled to any of the benefits which Client may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. The manner and means by which Consultant chooses to complete the Projects are in Consultant’s sole discretion and control. In completing the Projects, Consultant agrees to provide its own equipment, tools and other materials at its own expense. Unless otherwise approved by Client, Consultant is not and shall not be considered the agent of Client and is not authorized to make any representation, contract, or commitment on behalf of Client. Consultant is solely responsible for, and will timely file all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement. Consultant is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this Agreement. No part of Consultant’s compensation will be subject to withholding by Client for the payment of any social security, federal, state or any other employee payroll taxes. Client will regularly report amounts paid to Consultant by filing Form 1099-MISC with the Internal Revenue Service as required by law.  
 Xxxxxxx Consulting Agreement 2.   
 7.            Confidential Information. Consultant agrees to hold Client’s Confidential Information in strict confidence and not to disclose such Confidential Information to any third parties except to employees that require the information in order to perform the Services under this Agreement and who are under written agreement or otherwise bound by obligations of confidentiality to Consultant. Consultant also agrees not to use any of Client’s Confidential Information for any purpose other than performance of the Services. “Confidential Information” as used in this Agreement shall mean all information disclosed by Client to Consultant, or otherwise obtained by Consultant pursuant to Services provided under this Agreement, whether or not such information has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential and/or proprietary, including, but not limited to, any oral, written, graphic or machine-readable information including, without limitation, (a) concepts and ideas relating to the development, distribution, engineering, manufacturing, marketing, servicing or financing of the current, future and proposed products or services of Client or its subsidiaries or affiliates; (b) trade secrets, patent applications, drawings, claims, know how, information, data, results, prices, techniques, inventions, ideas, processes and formulae; (c) samples, compounds, extracts, media, vectors and/or cell lines and procedures and formulations for producing any such samples, compounds, extracts, media, vectors and/or cell lines; (d) information regarding current and future plans for research, development, protocols, new service offerings or products, marketing and selling, business plans, business forecasts, budgets and unpublished financial statements, licenses and distribution arrangements, prices and costs, suppliers and customers; and (e) any information regarding the skills and compensation of employees, contractors or other agents of the Client or its subsidiaries or affiliates. Confidential Information also includes proprietary or confidential information of any third party who may disclose such information to Client or Consultant in the course of Client’s business. Consultant’s obligations set forth in this Section 7 shall not apply with respect to any portion of the Confidential Information that Consultant can document by competent proof that such portion: (i) is in the public domain through no fault of Consultant; (ii) has been rightfully independently communicated to Consultant free of any obligation of confidence; or (iii) was developed by Consultant independently of and without reference to any information communicated to Consultant by Client. In addition, Consultant may disclose Client’s Confidential Information to the limited extent required by a valid order of a court or other governmental body, or as otherwise required by law, provided that Consultant provides prompt written notice of such order so as to afford Client a sufficient amount of time to seek protection for its Confidential Information. All Confidential Information furnished to Consultant by Client is the sole and exclusive property of Client or its suppliers or customers. Upon request by Client, Consultant agrees to promptly deliver to Client the original and any copies of such Confidential Information.  
 8.            Securities Acknowledgment. Consultant acknowledges that (i) it is a violation of the federal securities laws to buy or sell securities of a company while in possession of material, non-public information, (ii) it is illegal for a person in possession of material, non-public information to provide other people with the material, non-public information or recommend that they buy or sell the securities and (iii) compliance with the federal securities laws is solely the Consultant’s responsibility. While in possession of material, nonpublic information, each of Consultant and any of Consultant’s employees, vendors and/or contractors providing Services hereunder shall refrain from buying or selling Client’s securities until this material, non-public information is made public by Client.  
 Xxxxxxx Consulting Agreement 3.   
 9.            Consultant’s Indemnification and Insurance. (a) Consultant shall save, defend, indemnify and hold Client, its Affiliates and their respective officers, directors, employees and agents harmless from and against any and all losses, damages, liabilities, costs and expenses (including reasonable attorney’s fees and expenses) arising in connection with any and all charges, complaints, actions, suits, proceedings, hearings, investigations, claims, demands, judgments, orders, decrees, stipulations or injunctions by a third party, resulting or otherwise arising from or in connection with:  
 (i)            Consultant’s willful breach of its obligations, covenants, representations or warranties contained in this Agreement  
 (ii)           any willful misconduct of Consultant or any other parties involved in the fulfillment of Consultant’s obligations and the Services under this Agreement, or  
 (iii)         any willful infringement, violation or misappropriation by Consultant of another party’s intellectual property.  
 (b)            Client shall save, defend, indemnify and hold Consultant, its Affiliates and their respective officers, directors, employees and agents harmless from and against any and all losses, damages, liabilities, costs and expenses (including reasonable attorney’s fees and expenses) arising in connection with any and all charges, complaints, actions, suits, proceedings, hearings, investigations, claims, demands, judgments, orders, decrees, stipulations or injunctions by a third party, resulting or otherwise arising from Consultant’s Services under this Agreement, except only to the extent that such action by a third party arose from Consultant’s willful misconduct.  
 10.           No Conflict of Interest. During the term of this Agreement, Consultant will not accept work, enter into a contract, or accept an obligation from any third party, inconsistent, in conflict with or incompatible with Consultant’s obligations, or the scope of services rendered for Client, under this Agreement. Consultant warrants that there is no other contract or duty on its part inconsistent with or conflict with this Agreement. Consultant shall not accept an obligation from a third party which is inconsistent, in conflict with or incompatible with Consultant’s obligations, or the scope of Services rendered for Client, under this Agreement. Consultant shall indemnify Client from any and all losses, claims, causes of action or liabilities it may incur if Consultant violates this Section 10 or any other provision of this Agreement.  
 11.            Term and Termination.  
 11.1 Term. This Agreement shall be effective on the Effective Date and shall terminate on December 31, 2024, unless earlier terminated as provided in this Agreement.  
 11.2 Termination. Either party may terminate this Agreement at any time upon fifteen (15) days prior written notice to the other for any reason or no reason. Client may also terminate this Agreement immediately in its sole discretion upon Consultant’s material breach of this Agreement.  
 Xxxxxxx Consulting Agreement 4.   
 11.3 Survival. The rights and obligations contained in Sections 3 (“Ownership of Work Product”), 4 (“Artist’s, Moral, and Other Rights”), 5 (“Representations and Warranties”), 7 (“Confidential Information”), and 8 (“Securities Acknowledgement”) shall survive any termination or expiration of this Agreement.  
 12.            Successors and Assigns. Consultant may not subcontract or otherwise delegate its obligations under this Agreement without Client’s prior written consent. Client may assign this Agreement. Subject to the foregoing, this Agreement will be for the benefit of Client’s successors and assigns, and will be binding on Consultant’s subcontractors or delegatees.  
 13.            Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by overnight courier upon written verification of receipt; or (ii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission. Notice shall be sent to the addresses set forth below or such other address as either party may specify in writing.  
 14.            Governing Law. This Agreement shall be governed in all respects by the laws of the State of Delaware, as such laws are applied to agreements entered into and to be performed entirely within the State of Delaware between Delaware residents.  
 15.            Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.  
 16.            Waiver. The waiver by Client of a breach of any provision of this Agreement by Consultant shall not operate or be construed as a waiver of any other or subsequent breach by Consultant.  
 17.            Injunctive Relief for Breach. Consultant’s obligations under this Agreement are of a unique character that gives them particular value; breach of any of such obligations may result in irreparable and continuing damage to Client for which there will be no adequate remedy at law; and, in the event of such breach, Client will be entitled to seek injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).  
 18.            Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all services undertaken by Consultant for Client. Notwithstanding the forgoing, the terms and provisions of that certain Indemnification Agreement by and between the parties hereto, dated as of May 21, 2018, shall remain in full force and effect. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.  
 19.            This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of the Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Agreement. The Parties consent to use DocuSign, CLIENT’S ISO/IEC 27001 certified e-signature service for purposes of electronically signing this Agreement, which e-signatures shall be given the same legal force and effect as the physical delivery of this Agreement bearing an original manual signature.  
 [SIGNATURE PAGE FOLLOWS]  
 Xxxxxxx Consulting Agreement 5.   
 In Witness Whereof, the parties have executed this Agreement as of the date first written above.  
 “Client”   
 Xxxxxxx, inc.   
 By: /s/ Xxxxxx Xxxxx   
 Printed Name:  Xxxxxx Xxxxx   
 Title: Senior Vice President, Chief Business Officer   
 Address:  
 000 Xxxxxxxxxxxx Xxxxxxxxx, Xxxxx 000  
Xxxxxxxxxxxx, XX 00000  
 “Consultant”  
 Xxxx Xxxxxxxxx   
 By: /s/ Xxxx Xxxxxxxxx   
 Printed Name: Xxxx Xxxxxxxxx   
 Address:  
000 Xxxx Xxxxxx  
West Chester PA 19382  
 Exhibit A  
 PROJECT PROPOSAL/SERVICES  
 Project:  
 Consultant will provide assistance, advice and expertise on pipeline assets, corporate strategy and other business topics as directed by the client.  
 Fees and Reimbursement:  
 A.            Fees: $450.00/hr.  
 B.            Reimbursement for the following pass-through costs, as pre-approved in advance by Client and incurred as part of performing the Services described herein:  
 1. Travel fee (any travel time shall be invoiced at ½ Consultant’s hourly fee).  
2. Reasonable and necessary travel fees and arrangements in accordance with Xxxxxxx’x Travel & Expense Policy which is attached to, and incorporated into, this Exhibit A as Schedule I (the “T&E Policy”).  
3. Other reasonable and necessary direct costs incurred as part of the performance of the Services.  
4. Reasonable meals and lodging associated with any travel required while performing the Services in accordance with the T&E Policy.  
 Consultant shall invoice Client monthly for services and expenses and shall provide such reasonable receipts or other documentation of fees and expenses as Client might request, including copies of detailed time records. All invoices shall be submitted in “portable document format” (“.pdf’) to xxxxxxxxxxxxxxx@Xxxxxxx.xxx.  
 Payment terms: net thirty (30) days from Client’s receipt of invoice. Client will be invoiced on the first day of each month for services rendered and expenses incurred during the previous month.  
 C. Maximum chargeable by Consultant on this Project Proposal, including all items in paragraphs A and B above, is $45,000. No amounts in excess of $45,000 in the aggregate shall be charged or paid unless pre-approved in writing by Client and following the execution of an applicable Change Order.  
 D. In the event this Project Proposal or the parties’ underlying consulting agreement is terminated prior to the completion of this Project, Client shall pay Consultant for all fees earned through the effective date of termination.  
 SCHEDULE I  
T&E POLICY  
 Document Identifier  
FIN-POL-0001-US-GDL-01 Effective Date  
December 15, 2020  
Revision Number  
1.0  
Location  
US  
DEPARTMENT: Finance  
SUBJECT: Guidance on Travel and Expenses for HCPs and Non-HCPs  
 Travel and Expense Guidelines for Hiring Fee-for-Service Customers (“Consultants”)  
 It is understood that it may be necessary for Consultants to travel for the performance of Services requested by Xxxxxxx. All travel must be consistent with the needs of the business and in compliance with applicable laws and regulations. Consultants, acting on behalf of Xxxxxxx, are expected to travel in a cost-effective manner. Consultants will be reimbursed for all reasonable expenses that are necessary and actually incurred when traveling on behalf of Xxxxxxx.  
 Xxxxxxx policy requires that Consultant use the most economic mode of transportation available and ensures all travel, entertainment and any miscellaneous expenses are subject to the proper financial controls in accordance with applicable Internal Revenue Service and other applicable regulations.  
 Expenses incurred shall conform to Xxxxxxx’x standard expense guidelines:  
 a) Airline Travel – actual costs of the airfare shall be charged. Coach class is required to be booked for all flights within the United States. Any exceptions must be approved in advance by Trevena senior management or their designee. Xxxxxxx will not pay for any first-class travel or for travel or expenses for individuals other than the speaker (such as spouses, partners, or family members). No hourly labor rate shall apply during travel times unless Consultant’s written agreement with Xxxxxxx specifically allows such compensation. Consultant shall schedule airline travel fourteen (14) days in advance, unless otherwise agreed to in writing by Xxxxxxx. The cost of reasonable ground transportation, parking, etc. for business travel shall be charged at actual cost incurred, including any reasonable gratuities.  
 b) Automobile Expenses – in the event Consultant utilizes his/her own vehicle to travel to the venue of a scheduled event, the current IRS mileage standard per mile shall be charged plus any tolls. If the Parties agree to the use of a rental car, actual costs shall be charged.  
 c) Lodging – standard, single room rates shall be charges using reasonably priced facilities. Luxury brand hotels should not be used (i.e., JW Marriott, Ritz Carlton, Mandarin Oriental, Four Seasons, etc.) unless the rate offered is comparable (rate difference is less than $75.00 USD per night) to the mid-range preferred hotels.  
 d) Meals – actual out-of-pocket expenses shall be charged including any reasonable gratuities. Reimbursable meals shall not exceed $50.00 per meal unless otherwise authorized by Xxxxxxx.  
 e) Incidentals – incidentals such as personal items, in-room movies and other forms of entertainment are not reimbursable by Xxxxxxx, as well as personal expenses, without exception, such as health club or spa, clothing, souvenirs, gifts, flowers, dependent care, optional travel/life insurance and pet care.  
 All expense charges shall be based on actual out-of-pocket expenses. No additional “service” charge or mark-up shall be applied. Consultant shall provide copies of all original receipts for expenses that exceed twenty-five dollars ($25.00).  
 When possible, Consultant will be required to book all travel, car rentals and lodging through Xxxxxxx’x Travel Management Company and/or preferred vendors.  
 Page 1 of 2 This material is the property of Xxxxxxx and must not be disclosed except as authorized in writing. This document is controlled electronically. If you are accessing it by means other than the Xxxxxxx SharePoint Site, then you may not have the latest version and the information and integrity cannot be guaranteed.  
 Document Identifier  
FIN-POL-0001-US-GDL-01 Effective Date  
December 15, 2020  
Revision Number  
1.0  
Location  
US  
DEPARTMENT: Finance  
SUBJECT: Guidance on Travel and Expenses for HCPs and Non-HCPs  
 Use of private aircraft for any Xxxxxxx sponsored event is prohibited and is not reimbursable. In the event Consultant decides to use his/her own aircraft against Xxxxxxx’x advice, Consultant does so at his/her own risk. By signing an Agreement with Xxxxxxx, Consultant thereby, freely and voluntarily, on behalf of him/herself and his/her estate, release Xxxxxxx, Inc., its affiliates, officers, directors, employees and agents from any and all liability in connection with Consultant’s decision to use his/her own aircraft. No reimbursement will be made for travel in the event Consultant uses his/her private aircraft.   
 If you have any questions about the specifics of what is reimbursable, please contact Xxxxxxx for a full copy of the Travel and Expense Policy.  
 Page 2 of 2 This material is the property of Xxxxxxx and must not be disclosed except as authorized in writing. This document is controlled electronically. If you are accessing it by means other than the Xxxxxxx SharePoint Site, then you may not have the latest version and the information and integrity cannot be guaranteed.