

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **October 5, 2024**

TREVENA, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

001-36193
(Commission
File No.)

26-1469215
(IRS Employer
Identification No.)

**955 Chesterbrook Boulevard, Suite 110
Chesterbrook, PA 19087**
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: **(610) 354-8840**

Not applicable

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001 par value	TRVN	OTC Pink Open Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter). Emerging growth company

If an emerging growth company, 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.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Departures and Appointments of Certain Officers

On October 5, 2024, the Board of Directors (the “Board”) of the Company approved the termination of employment, without cause, of Carrie L. Bourdow, the Company’s President and Chief Executive Officer; Barry Shin, the Company’s Executive Vice President, Chief Operating Officer and Chief Financial Officer; and Mark A. Demitrack, MD, the Company’s Senior Vice President and Chief Medical Officer, each effective as of October 5, 2024 (the “Termination Date”). The terminations were in connection with cost-cutting measures, and do not involve any disagreement concerning the Company’s operations, policies or practices. Ms. Bourdow will continue to serve as Chairman of the Board, Acting Chief Executive Officer and principal executive officer; Mr. Shin will continue to serve as Acting Chief Operating Officer and Chief Financial Officer, principal financial officer and principal accounting officer; and Mr. Demitrack will continue to serve as Acting Chief Medical Officer, following her or his respective terminations of employment.

In connection with the termination of employment of Ms. Bourdow, Mr. Shin and Dr. Demitrack (each, an “Executive”), the Company entered into a Separation Agreement and General Release (collectively, the “Separation Agreements”) with each Executive. The Separation Agreements address the severance payments and benefits to which each Executive is entitled in connection with such Executive’s termination without cause, consistent with the terms of such Executive’s employment agreement. Copies of the Separation Agreements filed as Exhibit 10.1, Exhibit 10.2 and Exhibit 10.3 to this Current Report on Form 8-K, which are incorporated herein by reference.

Consulting Arrangements

On October 5, 2024, the Company entered into consulting agreements with Mr. Shin (the “Shin Consulting Agreement”) and Dr. Demitrack (the “Demitrack Consulting Agreement”), effective as of October 5, 2024, pursuant to which Mr. Shin and Dr. Demitrack will provide assistance, advice and expertise on corporate strategy, commercial and pipeline assets and other business topics as directed by the Company. Pursuant to the terms of the Shin Consulting Agreement and Demitrack Consulting Agreement, Mr. Shin and Mr. Demitrack will receive cash compensation at an hourly rate generally consistent with their respective prior compensation levels for services to the Company. Copies of the Shin Consulting Agreement and the Demitrack Consulting Agreement filed as Exhibit 10.4 and Exhibit 10.5, respectively, to this Current Report on Form 8-K, which are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Number	Description
10.1	Separation Agreement and General Release, dated October 5, 2024, by and between the Company and Carrie L. Bourdow
10.2	Separation Agreement and General Release, dated October 5, 2024, by and between the Company and Barry Shin
10.3	Separation Agreement and General Release, dated October 5, 2024, by and between the Company and Mark A. Demitrack, MD
10.4	Consulting Agreement, dated October 5, 2024, by and between the Company and Barry Shin
10.5	Consulting Agreement, dated October 5, 2024, by and between the Company and Mark A. Demitrack, MD
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TREVENA, INC.

Date: October 10, 2024

By: /s/ Barry Shin
Barry Shin
Acting Chief Operating Officer and Chief Financial Officer

**SEPARATION AGREEMENT
AND GENERAL RELEASE**

THIS SEPARATION AGREEMENT AND GENERAL RELEASE, dated as of October 5, 2024 (the "Agreement"), is by and between **Trevena, Inc.** (the "Company" or "Trevena"), and Carrie Bourdow (the "Employee"). The Company and the Employee are referred to as the "Parties."

WHEREAS, the Company and Employee entered into an Executive Employment Agreement, dated May 1, 2020 (the "Employment Agreement");

WHEREAS, the Company is terminating Employee's employment without "Cause" pursuant to the Employment Agreement and Employee is eligible for severance payments and benefits under the Employment Agreement;

WHEREAS, the Employee's eligibility for severance payments and benefits under the Employment Agreement is conditioned upon the Employee's timely execution and delivery of this Agreement; and

WHEREAS, except as otherwise stated herein, the Employment Agreement shall be terminated and neither the Company nor Employee shall have any further rights and/or obligations under that agreement.

NOW THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

- 1. Termination of Employment.** Employee's last day of employment with Trevena was October 5, 2024 (the "Termination Date"). Trevena will pay all earned base salary as of the Termination Date in accordance with Trevena's usual compensation and payroll practices. Employee will be reimbursed for all reasonable business expenses incurred up to and including the Termination Date in accordance with Trevena's expense reimbursement policy. Employee agrees to submit to the Company all outstanding expense reports within ten (10) business days following the Termination Date. All such expense reports will be prepared and submitted in accordance with Company policy.
 - 2. Severance Benefits.** In accordance with Paragraph 7(a) of the Employment Agreement, and in consideration of Employee's timely execution and delivery of this Agreement (and non-revocation), and other promises and obligations herein, Trevena agrees to pay Employee the following Severance Benefits:
 - a. Severance Pay in the total amount of \$877,500 (reflective of 15 months of base salary), and a bonus of \$526,500 (reflective of 15 months of target bonus), each subject to applicable tax withholdings and other deductions. The portion of such severance pay and bonus that is exempt from Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A") shall be paid in a lump sum within sixty (60) days after the Termination Date, but in no event later than March 15, 2025. The portion of such severance pay and bonus that is subject to Section 409A, if any, shall be paid in accordance with the installment schedule set forth in the Employment Agreement, which for a "specified employee" shall be subject to a six month delay following Employee's separation from service (within the meaning of Section 409A), to the extent required under Section 409A, in accordance with Section 8(c) of the Employment Agreement.
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- b. A pro rata bonus in the amount of \$321,078.69 for 2024, subject to applicable tax withholdings and other deductions, to be paid within 60 days of the Termination Date.
- c. A cash payment of \$31,291.35 intended to offset the cost of health continuation coverage, payable at the same time as the severance pay described in paragraph (a) above.
- d. Accelerated vesting of unvested shares subject to outstanding equity awards that are held as of October 5, 2024 (termination date) that would have otherwise vested if Employee had remained a Company employee for twelve (12) months following the termination date, which accelerated vesting will commence two days from the date hereof.

In the event that Employee's termination of employment constitutes a "Termination in Connection With or Following a Change of Control" within the meaning of Section 7(b) of the Employment Agreement, then the Severance Pay and bonus described in paragraphs (a) and (b) above shall be increased to \$2,286,678.69 (reflective of 21 months of base salary and target bonus as well as pro rata bonus for the calendar year of termination) and the cash payment described in paragraph (c) shall be increased to \$43,807.89 and Trevena agrees to the immediate and full accelerated vesting of all unvested shares subject to any outstanding equity awards held by Executive at the time of termination. The portion of such amounts that are exempt from Section 409A shall be paid in a lump sum within sixty (60) days after the Termination Date, but in no event later than March 15, 2025. The portion of such amounts that are subject to Section 409A, if any, shall be paid in accordance with the installment schedule set forth in the Employment Agreement, which for a "specified employee" shall be subject to a six month delay following Employee's separation from service (within the meaning of Section 409A), to the extent required under Section 409A, in accordance with Section 8(c) of the Employment Agreement.

Section 8(c) of the Employment Agreement ("Section 409A") and Section 11 of the Employment Agreement ("Parachute Payment") are hereby incorporated herein by reference as though fully set forth herein, and for the avoidance of doubt, shall apply to any payments or benefits provided for hereunder.

The parties hereto reasonably anticipate that the level of bona fide services Employee will perform for the Company in any capacity after the Termination Date will permanently decrease to no more than 20% of Employee's past service and therefore Employee will have a separation from service (within the meaning of Section 409A) as of such date.

The payments in this Paragraph 2 are collectively referred to herein as the "Severance Benefits." Employee acknowledges that the consideration set forth in this Paragraph is satisfactory and adequate to Employee and that Employee has no right to claim or receive any other severance benefits under any agreement, plan or program of the Company. Employee further acknowledges that absent Employee's timely execution and delivery of this Agreement (and non-revocation), Employee would not be entitled to the Severance Benefits.

Employee further acknowledges that all current life insurance, short term disability, and long-term disability coverage will cease as of his or her Termination Date, subject to any portability or conversion privileges under such policies, if applicable.

Except as otherwise specifically provided in this Agreement or as required pursuant to applicable law or under an applicable Company benefit plan with respect to Employee's vested benefits, Employee shall not be entitled to any compensation or benefits or to participate in any past, present or future Company employee benefit programs or arrangements on or after the Termination Date.

3. Release by Employee. In consideration of the Severance Benefits referenced in Paragraph 2 and the other undertakings of Trevena herein, Employee hereby releases and discharges Trevena and its parent, subsidiary, affiliated and related entities, and its and their predecessors, successors, employee benefit plans, trustees, members, partners, affiliates, joint venture partners, divisions, directors, officers, insurers, employees, agents, and representatives, whether present or former (hereinafter collectively, "Releasees") from and against any and all claims, liabilities, demands and causes of action, known or unknown, arising in law or equity, which Employee or any of Employee's heirs, executors or administrators ever had, now has, or may have against Releasees from the beginning of time until the date of Employee's execution of this Agreement including, but not limited to, all claims that arise out of or relate to Employee's employment with Trevena or to the termination of that employment including, but not limited to: all claims arising under the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Employee Retirement Income Security Act of 1974, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, the Pennsylvania Human Relations Act, the Pennsylvania Equal Pay Law, the Pennsylvania Minimum Wage Act, the Pennsylvania Whistleblower Law, and all other federal, state, and local statutes and regulations (the identification of specific statutes is for purposes of example only, and the omission of any specific statute or law shall not limit the scope of this general release in any manner); all wrongful discharge claims; all tort claims (including negligence and gross negligence); all claims for breach of contract; all common law claims; and all claims for attorneys' fees and costs. Notwithstanding the foregoing, nothing in this Agreement shall be construed as a release or waiver of (i) Employee's rights to enforce the terms of this Agreement, to defense or indemnification based upon Employee's past conduct within the course and scope of his or her duties for the Company that he or she may have whether based on Company bylaws, state law, insurance policy, or the Indemnity Agreement between Company and Employee, or to apply for unemployment benefits, or (ii) any other claims that, as a matter of law, whether by statute or otherwise, may not be released or waived.

4. **No Personal Relief.** Employee agrees that Employee has not caused or permitted any charge, claim, complaint, or lawsuit to be filed against Trevena as of the Termination Date (other than those charges, claims, complaints or lawsuits protected under the whistleblower provisions of federal law or regulation). The parties agree that nothing in this Agreement prohibits Employee from filing a claim, charge or complaint with the EEOC, SEC, NLRB, or any state or local government agency responsible for enforcing anti-discrimination, retaliation, or whistleblower laws (collectively, "Administrative Agencies") or from participating in any investigation conducted by Administrative Agencies. Employee, however, acknowledges and agrees that Employee is not entitled to and shall not accept any relief, monetary or otherwise, from any charge, claim, complaint, or lawsuit brought by Employee or on Employee's behalf before any Administrative Agency or court, except that this Agreement does not limit Employee's right to receive an award for information provided to an Administrative Agency from a government-administered whistleblower award program (including an award from the SEC pursuant to Section 21F of the Securities Exchange Act of 1934 and the regulations thereunder).

5. **No Admission of Liability.** Employee understands and agrees that this Agreement shall not be construed as an admission by Trevena of any wrongdoing involving Employee's employment or separation from employment.

6. **Cessation of Severance Benefits.** Employee acknowledges and understands that if he/she breaches any provisions of this Agreement, he/she will cease to be eligible for any severance payments and benefits under this Agreement, and the Company may, in its sole discretion, require Employee to reimburse the Company for any portion of the Severance Benefits described under Paragraph 2 that Employee previously received.

7. **Future Payments and Benefits.** Employee acknowledges and agrees that Employee has received all compensation and benefits due and owing by Trevena to Employee as of the Termination Date. Employee acknowledges and agrees further that, other than the Severance Benefits referenced in Paragraph 2, all base salary that Employee has earned through the Termination Date as referenced in Paragraph 1, and any vested benefit to which Employee may be entitled subject to the terms of the Company's employee benefit plans, Trevena has no obligation to provide Employee with any wages, bonus, severance, or any other future payment or benefit, including, but not limited to, any payment, bonus, or benefit, including any severance payment or benefit, after the Termination Date.

8. **Employment Termination Acknowledgement.** Employee confirms that Employee's employment with Trevena has terminated, and that Trevena has settled all obligations to Employee (except with respect to Trevena's obligations under this Agreement). Employee agrees to waive any claim to future employment with Trevena

9. **Non-Disparagement.** Employee agrees to refrain from making, directly or indirectly, now or at any time in the future, whether in writing, orally or electronically, any disparaging or derogatory comment about or concerning any Releasee. Nothing in this Agreement prevents Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment, retaliation, or discrimination or any other conduct Employee has reason to believe is unlawful Notwithstanding anything herein to the contrary, nothing in this Agreement shall (x) prohibit Employee from making reports (including voluntary reports) of possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934, as amended, or Section 806 of the Sarbanes-Oxley Act of 2002, or making other disclosures protected under the whistleblower provisions of federal law or regulation, (y) require prior approval by the Company or notification to the Company of any such report or (z) prevent Employee from collecting a monetary award in connection with such report (collectively, "Protected Whistleblower Activity").

10. Cooperation. Employee agrees that, to the extent permitted by law, he or she shall cooperate fully with the Company in the investigation, defense or prosecution of any claims or actions which already have been brought, are currently pending, or which may be brought in the future against the Company by a third party or by or on behalf of the Company against any third party, whether before a state or federal court, any state or federal government agency, or a mediator or arbitrator. Employee's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with the Company's counsel, at reasonable times and locations designated by the Company, to investigate or prepare the Company's claims or defenses, to prepare for trial or discovery or an administrative hearing, mediation, arbitration or other proceeding and to act as a witness when requested by the Company. The Company agrees, within thirty (30) business days following receipt of original supporting documentation in accordance with the Company's business expense reimbursement policy, to reimburse Employee for all reasonable travel and lodging expenses incurred in such cooperation. Employee further agrees that, to the extent permitted by law, he or she will notify the Company promptly in the event that Employee is served with a subpoena (other than a subpoena issued by a government agency), or in the event that Employee is asked to provide a third party (other than a government agency) with information concerning any actual or potential complaint or claim against the Company. Employee will testify truthfully in all such matters or proceedings. Nothing in this Agreement is intended to be or may be construed in any way as being dependent upon or contingent on the content of Employee's testimony. Employee also shall cooperate with signing any and all documents provided by Trevena or its representatives that are needed to assign rights to any and all intellectual property, invention, discovery or other rights developed or arising as part of Employee's employment with Trevena.

11. References. In response to inquiries from prospective employers, Trevena agrees to disclose only Employee's dates of employment and last title. Employee agrees to direct such inquiries to Trevena's Chief Business Officer, currently Robert Yoder.

12. Confidentiality. Employee agrees and covenants that Employee has not communicated or disclosed and will not communicate or disclose in the future this Agreement, the terms of this Agreement, or any information regarding the negotiation of this Agreement to any person other than immediate family members, legal counsel, and tax or financial advisors, all of whom shall be informed of and bound by the confidential nature of this Agreement. Employee and Company may disclose information relating to this Agreement as required by law. In the event that Employee is served with a subpoena or other legal process that would require Employee to disclose any information relating to this Agreement, Employee agrees to provide written notice to Trevena immediately so that the Company may seek appropriate protection from a court of competent jurisdiction. Nothing herein is intended to be or will be construed to prevent, impede, or interfere with Employee's right to respond accurately and fully to any question, inquiry, or request for information regarding the Company or his or her employment with the Company when required by legal process, or from initiating communications directly with, or responding to any inquiry from, or providing truthful testimony and information to, Governmental Agencies, including without limitation engaging in Protected Whistleblower Activity. With respect to communications with such Governmental Agencies, Employee is not required to contact the Company regarding the subject matter of any such communications before engaging in such communications. However, only to the extent protected under SEC Rule 21F-4(b)(4)(i) and SEC Rule 21F-4(b)(4)(ii), Employee cannot disclose to anyone confidential communications and documents that are protected by the Company's attorney-client privilege or work product protection. Employee represents and does not allege that Employee was ever subjected to discrimination, retaliation, or harassment. Nonetheless, nothing in this Agreement prevents Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment, retaliation, or discrimination or any other conduct Employee has reason to believe is unlawful.

13. Return of Company Property. Employee agrees and covenants that Employee has returned to Trevena all property belonging to the Company in Employee's possession or control including, but not limited to, all confidential and proprietary business information, papers, documents, letters, invoices, notes, memoranda, keys, key fobs, building access cards, corporate credit cards, phone cards, computers (including laptops and tablets), disks, electronic files, cellular phones, and office equipment (collectively, "Company Property"). Employee further agrees and covenants that Employee has not retained any copies, electronic or otherwise, of Company Property and has deleted all Company Property from all computers, disks, cellular phones, and other devices in Employee's possession or control that do not constitute Company Property.

14. Equity Compensation. Any stock options held by Employee on the Termination Date will be governed by the terms of the Trevena, Inc. 2023 Equity Incentive Plan (the "2023 Plan"), the 2013 Equity Incentive Plan, as amended (the "2013 Plan"), the Trevena, Inc. 2008 Equity Incentive Plan, as amended (the "2008 Plan"), the Trevena, Inc. Inducement Plan (the "Inducement Plan"), and/or the respective grant letter for such Stock Options. The Parties agree that, effective as of the Termination Date, the termination of Employee's employment with the Company shall be deemed to be a "Termination of Continuous Service" under each of the 2023 Plan, the 2013 Plan, the 2008 Plan, and the Inducement Plan. Any outstanding shares will vest per the terms of the Employment Agreement and outlined in Section 2d of this agreement.

15. Continuing Obligations. Employee agrees and understands that Employee's obligations under the Employee Proprietary Information, Invention and Non-Solicitation Agreement (the "PIIA") between the Employee and the Company continue beyond the termination of Employee's employment and remain in full force and effect to the maximum extent permitted by applicable law. That agreement is incorporated as if fully set forth herein. Employee agrees and covenants to comply with such ongoing obligations and reaffirms that the agreement is valid and enforceable to the maximum extent permitted by applicable law.

16. Severability. Employee agrees and acknowledges that the invalidity or unenforceability of any particular provision of this Agreement or the PIAA shall not affect the validity or enforceability of any other provision herein, and that the subject provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.

17. Entire Agreement; Integration; No Modification. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and, except for Employee's continuing obligations referenced in Paragraph 15, this Agreement supersedes and voids all previous agreements and understandings between Employee and Trevena with respect to the subject matter hereof, if any, whether written or oral. This Agreement may not be modified or amended except in a writing executed by both parties that is specifically identified as a modification or amendment to this Agreement.

18. Successors and Assigns. The rights and obligations of Trevena under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Trevena. Employee shall not be entitled to assign any of Employee's rights or obligations under this Agreement.

19. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to principles of conflict of laws, except that the duty to arbitrate below shall be governed by and construed in accordance with the Federal Arbitration Act. Any dispute or controversy arising under or in connection with this Agreement shall be resolved exclusively by binding arbitration in the Commonwealth of Pennsylvania in accordance with the Employment Arbitration & Mediation Procedures of the American Arbitration Association before one arbitrator, who shall be selected in accordance with the procedures of the American Arbitration Association. The award of the arbitrator shall be final and binding and judgment upon the award may be entered in any court of competent jurisdiction as set forth above. All fees and expenses of the arbitrator and all other expenses of the arbitration, except for attorneys' fees and witness expenses, shall be shared equally by the parties. Each party shall bear its own witness expenses and attorneys' fees, except as otherwise provided by law. Notwithstanding the duty to arbitrate set forth above, Trevena does not waive and hereby reserves its right to seek temporary, preliminary, and/or permanent injunctive relief for violations of Paragraphs 12, 13, and 15 of this Agreement, and such action shall exclusively be initiated in any federal or state court in the Commonwealth of Pennsylvania having jurisdiction over the subject matter, and Employee hereby consents to the personal jurisdiction of these courts. **TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY WAIVE THE RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF.**

20. Counterparts and Electronic Delivery. This Agreement may be executed in counterparts, each of which will be deemed an original. A facsimile, telecopy or other reproduction hereof may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery will be considered valid, binding and effective for all purposes.

21. **Employee Acknowledgements.** Employee understands and agrees that:

- a. Employee has been advised in writing by Trevena through this Agreement to discuss this Agreement with an attorney of Employee's own choice before executing it;
- b. Employee has carefully read and understands all of the terms of this Agreement, including the general release set forth in Paragraph 3;
- c. In executing this Agreement, Employee has not relied on any oral or written representation or statement other than the express language in this Agreement;
- d. Employee has signed this Agreement knowingly and voluntarily and without coercion or duress;
- e. Employee may revoke this Agreement at any time during the seven (7) day period immediately following the date Employee signs this Agreement ("Revocation Period") by delivering or arranging to have delivered a written notice of revocation signed by Employee to Robert Yoder, Senior Vice President and Chief Business Officer, Trevena, Inc., 955 Chesterbrook Boulevard, Suite 110, Chesterbrook, Pennsylvania 19087, no later than 5:00 p.m. Eastern Time on the seventh (7th) day following the day Employee signs this Agreement. If the last day of the Revocation Period falls on a weekend or holiday, the last day of the Revocation Period will be deemed to be the next business day. If delivered by mail, the revocation must be post-marked within the Revocation Period. This Agreement shall not become effective and enforceable until the expiration of the Revocation Period. If Employee validly revokes this Agreement within the Revocation Period, this Agreement shall be rendered null and void, and Employee shall not be entitled to any of the Severance Benefits referenced in Paragraph 2.
- f. Trevena has provided Employee up to twenty-one (21) days to review this Agreement, and changes made to this Agreement, whether material or nonmaterial, do not restart the twenty-one (21) day period. To qualify for the Severance Benefits, Employee must sign and return the Agreement to Robert Yoder, Chief Business Officer, Trevena, Inc., 955 Chesterbrook Boulevard, Suite 110, Chesterbrook, PA 19087 within twenty-one (21) days after receiving the Agreement. To the extent Employee takes less than 21 days to consider this Agreement prior to signing it, Employee gives Trevena assurances that Employee's decision to accept such shortening of time is knowing and voluntary and is not induced by Trevena through fraud, misrepresentation, or a threat to withdraw or alter the offer prior to the expiration of said time period, or by providing different terms to employees who sign such an agreement prior to the expiration of said time period.

[Signatures appear on subsequent page]

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement as of the dates below.

TREVENA, INC.

EMPLOYEE

By: /s/ Robert Yoder
Name: Robert Yoder
Title: SVP & Chief Business Officer

/s/ Carrie Bourdow
Employee Name

Dated: 10/5/2024

Dated: 10/5/2024

**SEPARATION AGREEMENT
AND GENERAL RELEASE**

THIS SEPARATION AGREEMENT AND GENERAL RELEASE, dated as of October 5, 2024 (the "Agreement"), is by and between **Trevena, Inc.** (the "Company" or "Trevena"), and Barry Shin (the "Employee"). The Company and the Employee are referred to as the "Parties."

WHEREAS, the Company and Employee entered into an Executive Employment Agreement, dated June 25, 2019 (the "Employment Agreement") and was amended and updated on May 1, 2020 and February 1, 2024;

WHEREAS, the Company is terminating Employee's employment without "Cause" pursuant to the Employment Agreement and Employee is eligible for severance payments and benefits under the Employment Agreement;

WHEREAS, the Employee's eligibility for severance payments and benefits under the Employment Agreement is conditioned upon the Employee's timely execution and delivery of this Agreement; and

WHEREAS, except as otherwise stated herein, the Employment Agreement shall be terminated and neither the Company nor Employee shall have any further rights and/or obligations under that agreement.

NOW THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

1. Termination of Employment. Employee's last day of employment with Trevena was October 5, 2024 (the "Termination Date"). Trevena will pay all earned base salary as of the Termination Date in accordance with Trevena's usual compensation and payroll practices. Employee will be reimbursed for all reasonable business expenses incurred up to and including the Termination Date in accordance with Trevena's expense reimbursement policy. Employee agrees to submit to the Company all outstanding expense reports within ten (10) business days following the Termination Date. All such expense reports will be prepared and submitted in accordance with Company policy.

2. Severance Benefits. In accordance with Paragraph 7(a) of the Employment Agreement, and in consideration of Employee's timely execution and delivery of this Agreement (and non-revocation), and other promises and obligations herein, Trevena agrees to pay Employee the following Severance Benefits:

- a. Severance Pay in the total amount of \$536,760 (reflective of 12 months of base salary) subject to applicable tax withholdings and other deductions. The portion of such severance pay that is exempt from Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A") shall be paid in a lump sum within sixty (60) days after the Termination Date, but in no event later than March 15, 2025. The portion of such severance pay that is subject to Section 409A, if any, shall be paid in accordance with the installment schedule set forth in the Employment Agreement, which for a "specified employee" shall be subject to a six month delay following Employee's separation from service (within the meaning of Section 409A), to the extent required under Section 409A, in accordance with Section 8(c) of the Employment Agreement.
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- b. A pro-rata bonus in the amount of \$204,584.75 for 2024 subject to applicable tax withholdings and other deductions to be paid within 60 days of the Termination Date.
- c. A cash payment of \$19,846.20 intended to offset the cost of health continuation coverage, payable at the same time as the severance pay described in paragraph (a) above.
- d. Accelerated vesting of unvested shares subject to outstanding equity awards that are held as of October 5, 2024 (termination date) that would have otherwise vested if Employee had remained a Company employee for nine (9) months following the termination date, which accelerated vesting will commence two business days from the date hereof.

In the event that Employee's termination of employment constitutes a "Termination in Connection With or Following a Change of Control" within the meaning of Section 7(b) of the Employment Agreement, then the Severance Pay and bonus described in paragraphs (a) and (b) above shall be increased to \$1,211,009.75 (reflective of 15 months of base salary and target bonus as well as pro rata bonus for the calendar year of termination) and the cash payment described in paragraph (c) shall be increased to \$24,807.75 and Trevena agrees to the immediate and full accelerated vesting of all unvested shares subject to any outstanding equity awards held by Executive at the time of termination. The portion of such amounts that are exempt from Section 409A shall be paid in a lump sum within sixty (60) days after the Termination Date, but in no event later than March 15, 2025. The portion of such amounts that are subject to Section 409A, if any, shall be paid in accordance with the installment schedule set forth in the Employment Agreement, which for a "specified employee" shall be subject to a six month delay following Employee's separation from service (within the meaning of Section 409A), to the extent required under Section 409A, in accordance with Section 8(c) of the Employment Agreement.

Section 8(c) of the Employment Agreement ("Section 409A") and Section 11 of the Employment Agreement ("Parachute Payment") are hereby incorporated herein by reference as though fully set forth herein, and for the avoidance of doubt, shall apply to any payments or benefits provided for hereunder.

The payments in this Paragraph 2 are collectively referred to herein as the "Severance Benefits." Employee acknowledges that the consideration set forth in this Paragraph is satisfactory and adequate to Employee and that Employee has no right to claim or receive any other severance benefits under any agreement, plan or program of the Company. Employee further acknowledges that absent Employee's timely execution and delivery of this Agreement (and non-revocation), Employee would not be entitled to the Severance Benefits.

Employee further acknowledges that all current life insurance, short term disability, and long-term disability coverage will cease as of his or her Termination Date, subject to any portability or conversion privileges under such policies, if applicable.

Except as otherwise specifically provided in this Agreement or as required pursuant to applicable law or under an applicable Company benefit plan with respect to Employee's vested benefits, Employee shall not be entitled to any compensation or benefits or to participate in any past, present or future Company employee benefit programs or arrangements on or after the Termination Date.

3. Release by Employee. In consideration of the Severance Benefits referenced in Paragraph 2 and the other undertakings of Trevena herein, Employee hereby releases and discharges Trevena and its parent, subsidiary, affiliated and related entities, and its and their predecessors, successors, employee benefit plans, trustees, members, partners, affiliates, joint venture partners, divisions, directors, officers, insurers, employees, agents, and representatives, whether present or former (hereinafter collectively, "Releasees") from and against any and all claims, liabilities, demands and causes of action, known or unknown, arising in law or equity, which Employee or any of Employee's heirs, executors or administrators ever had, now has, or may have against Releasees from the beginning of time until the date of Employee's execution of this Agreement including, but not limited to, all claims that arise out of or relate to Employee's employment with Trevena or to the termination of that employment including, but not limited to: all claims arising under the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Employee Retirement Income Security Act of 1974, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, the Pennsylvania Human Relations Act, the Pennsylvania Equal Pay Law, the Pennsylvania Minimum Wage Act, the Pennsylvania Whistleblower Law, and all other federal, state, and local statutes and regulations (the identification of specific statutes is for purposes of example only, and the omission of any specific statute or law shall not limit the scope of this general release in any manner); all wrongful discharge claims; all tort claims (including negligence and gross negligence); all claims for breach of contract; all common law claims; and all claims for attorneys' fees and costs. Notwithstanding the foregoing, nothing in this Agreement shall be construed as a release or waiver of (i) Employee's rights to enforce the terms of this Agreement, to defense or indemnification based upon Employee's past conduct within the course and scope of his or her duties for the Company that he or she may have whether based on Company bylaws, state law, insurance policy, or the Indemnity Agreement between Company and Employee, or to apply for unemployment benefits, or (ii) any other claims that, as a matter of law, whether by statute or otherwise, may not be released or waived.

4. No Personal Relief. Employee agrees that Employee has not caused or permitted any charge, claim, complaint, or lawsuit to be filed against Trevena as of the Termination Date (other than those charges, claims, complaints or lawsuits protected under the whistleblower provisions of federal law or regulation). The parties agree that nothing in this Agreement prohibits Employee from filing a claim, charge or complaint with the EEOC, SEC, NLRB, or any state or local government agency responsible for enforcing anti-discrimination, retaliation, or whistleblower laws (collectively, "Administrative Agencies") or from participating in any investigation conducted by Administrative Agencies. Employee, however, acknowledges and agrees that Employee is not entitled to and shall not accept any relief, monetary or otherwise, from any charge, claim, complaint, or lawsuit brought by Employee or on Employee's behalf before any Administrative Agency or court, except that this Agreement does not limit Employee's right to receive an award for information provided to an Administrative Agency from a government-administered whistleblower award program (including an award from the SEC pursuant to Section 21F of the Securities Exchange Act of 1934 and the regulations thereunder).

5. **No Admission of Liability.** Employee understands and agrees that this Agreement shall not be construed as an admission by Trevena of any wrongdoing involving Employee's employment or separation from employment.
6. **Cessation of Severance Benefits.** Employee acknowledges and understands that if he/she breaches any provisions of this Agreement, he/she will cease to be eligible for any severance payments and benefits under this Agreement, and the Company may, in its sole discretion, require Employee to reimburse the Company for any portion of the Severance Benefits described under Paragraph 2 that Employee previously received.
7. **Future Payments and Benefits.** Employee acknowledges and agrees that Employee has received all compensation and benefits due and owing by Trevena to Employee as of the Termination Date. Employee acknowledges and agrees further that, other than the Severance Benefits referenced in Paragraph 2, all base salary that Employee has earned through the Termination Date as referenced in Paragraph 1, and any vested benefit to which Employee may be entitled subject to the terms of the Company's employee benefit plans, Trevena has no obligation to provide Employee with any wages, bonus, severance, or any other future payment or benefit, including, but not limited to, any payment, bonus, or benefit, including any severance payment or benefit, after the Termination Date.
8. **Employment Termination Acknowledgement.** Employee confirms that Employee's employment with Trevena has terminated, and that Trevena has settled all obligations to Employee (except with respect to Trevena's obligations under this Agreement). Employee agrees to waive any claim to future employment with Trevena.
9. **Non-Disparagement.** Employee agrees to refrain from making, directly or indirectly, now or at any time in the future, whether in writing, orally or electronically, any disparaging or derogatory comment about or concerning any Releasee. Nothing in this Agreement prevents Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment, retaliation, or discrimination or any other conduct Employee has reason to believe is unlawful Notwithstanding anything herein to the contrary, nothing in this Agreement shall (x) prohibit Employee from making reports (including voluntary reports) of possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934, as amended, or Section 806 of the Sarbanes-Oxley Act of 2002, or making other disclosures protected under the whistleblower provisions of federal law or regulation, (y) require prior approval by the Company or notification to the Company of any such report or (z) prevent Employee from collecting a monetary award in connection with such report (collectively, "Protected Whistleblower Activity").
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10. Cooperation. Employee agrees that, to the extent permitted by law, he or she shall cooperate fully with the Company in the investigation, defense or prosecution of any claims or actions which already have been brought, are currently pending, or which may be brought in the future against the Company by a third party or by or on behalf of the Company against any third party, whether before a state or federal court, any state or federal government agency, or a mediator or arbitrator. Employee's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with the Company's counsel, at reasonable times and locations designated by the Company, to investigate or prepare the Company's claims or defenses, to prepare for trial or discovery or an administrative hearing, mediation, arbitration or other proceeding and to act as a witness when requested by the Company. The Company agrees, within thirty (30) business days following receipt of original supporting documentation in accordance with the Company's business expense reimbursement policy, to reimburse Employee for all reasonable travel and lodging expenses incurred in such cooperation. Employee further agrees that, to the extent permitted by law, he or she will notify the Company promptly in the event that Employee is served with a subpoena (other than a subpoena issued by a government agency), or in the event that Employee is asked to provide a third party (other than a government agency) with information concerning any actual or potential complaint or claim against the Company. Employee will testify truthfully in all such matters or proceedings. Nothing in this Agreement is intended to be or may be construed in any way as being dependent upon or contingent on the content of Employee's testimony. Employee also shall cooperate with signing any and all documents provided by Trevena or its representatives that are needed to assign rights to any and all intellectual property, invention, discovery or other rights developed or arising as part of Employee's employment with Trevena.

11. References. In response to inquiries from prospective employers, Trevena agrees to disclose only Employee's dates of employment and last title. Employee agrees to direct such inquiries to Trevena's Chief Business Officer, currently Robert Yoder.

12. Confidentiality. Employee agrees and covenants that Employee has not communicated or disclosed and will not communicate or disclose in the future this Agreement, the terms of this Agreement, or any information regarding the negotiation of this Agreement to any person other than immediate family members, legal counsel, and tax or financial advisors, all of whom shall be informed of and bound by the confidential nature of this Agreement. Employee and Company may disclose information relating to this Agreement as required by law. In the event that Employee is served with a subpoena or other legal process that would require Employee to disclose any information relating to this Agreement, Employee agrees to provide written notice to Trevena immediately so that the Company may seek appropriate protection from a court of competent jurisdiction. Nothing herein is intended to be or will be construed to prevent, impede, or interfere with Employee's right to respond accurately and fully to any question, inquiry, or request for information regarding the Company or his or her employment with the Company when required by legal process, or from initiating communications directly with, or responding to any inquiry from, or providing truthful testimony and information to, Governmental Agencies, including without limitation engaging in Protected Whistleblower Activity. With respect to communications with such Governmental Agencies, Employee is not required to contact the Company regarding the subject matter of any such communications before engaging in such communications. However, only to the extent protected under SEC Rule 21F-4(b)(4)(i) and SEC Rule 21F-4(b)(4)(ii), Employee cannot disclose to anyone confidential communications and documents that are protected by the Company's attorney-client privilege or work product protection. Employee represents and does not allege that Employee was ever subjected to discrimination, retaliation, or harassment. Nonetheless, nothing in this Agreement prevents Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment, retaliation, or discrimination or any other conduct Employee has reason to believe is unlawful.

13. Return of Company Property. Employee agrees and covenants that Employee has returned to Trevena all property belonging to the Company in Employee's possession or control including, but not limited to, all confidential and proprietary business information, papers, documents, letters, invoices, notes, memoranda, keys, key fobs, building access cards, corporate credit cards, phone cards, computers (including laptops and tablets), disks, electronic files, cellular phones, and office equipment (collectively, "Company Property"). Employee further agrees and covenants that Employee has not retained any copies, electronic or otherwise, of Company Property and has deleted all Company Property from all computers, disks, cellular phones, and other devices in Employee's possession or control that do not constitute Company Property.

14. Equity Compensation. Any stock options held by Employee on the Termination Date will be governed by the terms of the Trevena, Inc. 2023 Equity Incentive Plan (the "2023 Plan"), the 2013 Equity Incentive Plan, as amended (the "2013 Plan"), the Trevena, Inc. 2008 Equity Incentive Plan, as amended (the "2008 Plan"), the Trevena, Inc. Inducement Plan (the "Inducement Plan"), and/or the respective grant letter for such Stock Options. The Parties agree that, effective as of the Termination Date, the termination of Employee's employment with the Company shall be deemed to be a "Termination of Continuous Service" under each of the 2023 Plan, the 2013 Plan, the 2008 Plan, and the Inducement Plan. Any outstanding shares will vest per the terms of the Employment Agreement and outlined in Section 2d of this agreement.

15. Continuing Obligations. Employee agrees and understands that Employee's obligations under the Employee Proprietary Information, Invention and Non-Solicitation Agreement (the "PIIA") between the Employee and the Company continue beyond the termination of Employee's employment and remain in full force and effect to the maximum extent permitted by applicable law. That agreement is incorporated as if fully set forth herein. Employee agrees and covenants to comply with such ongoing obligations and reaffirms that the agreement is valid and enforceable to the maximum extent permitted by applicable law.

16. Severability. Employee agrees and acknowledges that the invalidity or unenforceability of any particular provision of this Agreement or the PIAA shall not affect the validity or enforceability of any other provision herein, and that the subject provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.

17. Entire Agreement; Integration; No Modification. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and, except for Employee's continuing obligations referenced in Paragraph 15, this Agreement supersedes and voids all previous agreements and understandings between Employee and Trevena with respect to the subject matter hereof, if any, whether written or oral. This Agreement may not be modified or amended except in a writing executed by both parties that is specifically identified as a modification or amendment to this Agreement.

18. Successors and Assigns. The rights and obligations of Trevena under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Trevena. Employee shall not be entitled to assign any of Employee's rights or obligations under this Agreement.

19. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to principles of conflict of laws, except that the duty to arbitrate below shall be governed by and construed in accordance with the Federal Arbitration Act. Any dispute or controversy arising under or in connection with this Agreement shall be resolved exclusively by binding arbitration in the Commonwealth of Pennsylvania in accordance with the Employment Arbitration & Mediation Procedures of the American Arbitration Association before one arbitrator, who shall be selected in accordance with the procedures of the American Arbitration Association. The award of the arbitrator shall be final and binding and judgment upon the award may be entered in any court of competent jurisdiction as set forth above. All fees and expenses of the arbitrator and all other expenses of the arbitration, except for attorneys' fees and witness expenses, shall be shared equally by the parties. Each party shall bear its own witness expenses and attorneys' fees, except as otherwise provided by law. Notwithstanding the duty to arbitrate set forth above, Trevena does not waive and hereby reserves its right to seek temporary, preliminary, and/or permanent injunctive relief for violations of Paragraphs 12, 13, and 15 of this Agreement, and such action shall exclusively be initiated in any federal or state court in the Commonwealth of Pennsylvania having jurisdiction over the subject matter, and Employee hereby consents to the personal jurisdiction of these courts. **TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY WAIVE THE RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF.**

20. Counterparts and Electronic Delivery. This Agreement may be executed in counterparts, each of which will be deemed an original. A facsimile, telecopy or other reproduction hereof may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery will be considered valid, binding and effective for all purposes.

21. Employee Acknowledgements. Employee understands and agrees that:

- a. Employee has been advised in writing by Trevena through this Agreement to discuss this Agreement with an attorney of Employee's own choice before executing it;
 - b. Employee has carefully read and understands all of the terms of this Agreement, including the general release set forth in Paragraph 3;
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- c. In executing this Agreement, Employee has not relied on any oral or written representation or statement other than the express language in this Agreement;
- d. Employee has signed this Agreement knowingly and voluntarily and without coercion or duress;
- e. Employee may revoke this Agreement at any time during the seven (7) day period immediately following the date Employee signs this Agreement ("Revocation Period") by delivering or arranging to have delivered a written notice of revocation signed by Employee to Robert Yoder, Senior Vice President and Chief Business Officer, Trevena, Inc., 955 Chesterbrook Boulevard, Suite 110, Chesterbrook, Pennsylvania 19087, no later than 5:00 p.m. Eastern Time on the seventh (7th) day following the day Employee signs this Agreement. If the last day of the Revocation Period falls on a weekend or holiday, the last day of the Revocation Period will be deemed to be the next business day. If delivered by mail, the revocation must be post-marked within the Revocation Period. This Agreement shall not become effective and enforceable until the expiration of the Revocation Period. If Employee validly revokes this Agreement within the Revocation Period, this Agreement shall be rendered null and void, and Employee shall not be entitled to any of the Severance Benefits referenced in Paragraph 2.
- f. Trevena has provided Employee up to twenty-one (21) days to review this Agreement, and changes made to this Agreement, whether material or nonmaterial, do not restart the twenty-one (21) day period. To qualify for the Severance Benefits, Employee must sign and return the Agreement to Robert Yoder, Chief Business Officer, Trevena, Inc., 955 Chesterbrook Boulevard, Suite 110, Chesterbrook, PA 19087 within twenty-one (21) days after receiving the Agreement. To the extent Employee takes less than 21 days to consider this Agreement prior to signing it, Employee gives Trevena assurances that Employee's decision to accept such shortening of time is knowing and voluntary and is not induced by Trevena through fraud, misrepresentation, or a threat to withdraw or alter the offer prior to the expiration of said time period, or by providing different terms to employees who sign such an agreement prior to the expiration of said time period.

[Signatures appear on subsequent page]

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement as of the dates below.

TREVENA, INC.

EMPLOYEE

By: /s/ Robert Yoder
Name: Robert Yoder
Title: SW & Chief Business Officer

/s/ Barry Shin
Employee Name

Dated: 10/5/2024

Dated: 10/5/2024

**SEPARATION AGREEMENT
AND GENERAL RELEASE**

THIS SEPARATION AGREEMENT AND GENERAL RELEASE, dated as of October 5, 2024 (the "Agreement"), is by and between **Trevena, Inc.** (the "Company" or "Trevena"), and Mark Demitrack, MD (the "Employee"). The Company and the Employee are referred to as the "Parties."

WHEREAS, the Company and Employee entered into an Executive Employment Agreement, dated June 25, 2019 (the "Employment Agreement") and was amended and updated on May 1, 2020;

WHEREAS, the Company is terminating Employee's employment without "Cause" pursuant to the Employment Agreement and Employee is eligible for severance payments and benefits under the Employment Agreement;

WHEREAS, the Employee's eligibility for severance payments and benefits under the Employment Agreement is conditioned upon the Employee's timely execution and delivery of this Agreement; and

WHEREAS, except as otherwise stated herein, the Employment Agreement shall be terminated and neither the Company nor Employee shall have any further rights and/or obligations under that agreement.

NOW THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

1. Termination of Employment. Employee's last day of employment with Trevena was October 5, 2024 (the "Termination Date"). Trevena will pay all earned base salary as of the Termination Date in accordance with Trevena's usual compensation and payroll practices. Employee will be reimbursed for all reasonable business expenses incurred up to and including the Termination Date in accordance with Trevena's expense reimbursement policy. Employee agrees to submit to the Company all outstanding expense reports within ten (10) business days following the Termination Date. All such expense reports will be prepared and submitted in accordance with Company policy.

2. Severance Benefits. In accordance with Paragraph 7(a) of the Employment Agreement, and in consideration of Employee's timely execution and delivery of this Agreement (and non-revocation), and other promises and obligations herein, Trevena agrees to pay Employee the following Severance Benefits:

- a. Severance Pay in the total amount of \$530,500.00 (reflective of 12 months of base salary) subject to applicable tax withholdings and other deductions. The portion of such severance pay that is exempt from Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A") shall be paid in a lump sum within sixty (60) days after the Termination Date, but in no event later than March 15, 2025. The portion of such severance pay that is subject to Section 409A, if any, shall be paid in accordance with the installment schedule set forth in the Employment Agreement, which for a "specified employee" shall be subject to a six month delay following Employee's separation from service (within the meaning of Section 409A), to the extent required under Section 409A, in accordance with Section 8(c) of the Employment Agreement.
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- b. A pro-rata bonus in the amount of \$181,978.89 for 2024 subject to applicable tax withholdings and other deductions to be paid within 60 days of the Termination Date.
- c. A cash payment of \$29,981.64 intended to offset the cost of health continuation coverage, payable at the same time as the severance pay described in paragraph (a) above.
- d. Accelerated vesting of unvested shares subject to outstanding equity awards that are held as of October 5, 2024 (termination date) that would have otherwise vested if Employee had remained a Company employee for nine (9) months following the termination date, which accelerated vesting will commence two business days from the date hereof.

In the event that Employee's termination of employment constitutes a "Termination in Connection With or Following a Change of Control" within the meaning of Section 7(b) of the Employment Agreement, then the Severance Pay and bonus described in paragraphs (a) and (b) above shall be increased to \$1,143,510.14 (reflective of 15 months of base salary and target bonus as well as pro rata bonus for the calendar year of termination) and the cash payment described in paragraph (c) shall be increased to \$37,364.55 and Trevena agrees to the immediate and full accelerated vesting of all unvested shares subject to any outstanding equity awards held by Executive at the time of termination. The portion of such amounts that are exempt from Section 409A shall be paid in a lump sum within sixty (60) days after the Termination Date, but in no event later than March 15, 2025. The portion of such amounts that are subject to Section 409A, if any, shall be paid in accordance with the installment schedule set forth in the Employment Agreement, which for a "specified employee" shall be subject to a six month delay following Employee's separation from service (within the meaning of Section 409A), to the extent required under Section 409A, in accordance with Section 8(c) of the Employment Agreement.

Section 8(c) of the Employment Agreement ("Section 409A") and Section 11 of the Employment Agreement ("Parachute Payment") are hereby incorporated herein by reference as though fully set forth herein, and for the avoidance of doubt, shall apply to any payments or benefits provided for hereunder.

The payments in this Paragraph 2 are collectively referred to herein as the "Severance Benefits." Employee acknowledges that the consideration set forth in this Paragraph is satisfactory and adequate to Employee and that Employee has no right to claim or receive any other severance benefits under any agreement, plan or program of the Company. Employee further acknowledges that absent Employee's timely execution and delivery of this Agreement (and non-revocation), Employee would not be entitled to the Severance Benefits.

Employee further acknowledges that all current life insurance, short term disability, and long-term disability coverage will cease as of his or her Termination Date, subject to any portability or conversion privileges under such policies, if applicable.

Except as otherwise specifically provided in this Agreement or as required pursuant to applicable law or under an applicable Company benefit plan with respect to Employee's vested benefits, Employee shall not be entitled to any compensation or benefits or to participate in any past, present or future Company employee benefit programs or arrangements on or after the Termination Date.

3. Release by Employee. In consideration of the Severance Benefits referenced in Paragraph 2 and the other undertakings of Trevena herein, Employee hereby releases and discharges Trevena and its parent, subsidiary, affiliated and related entities, and its and their predecessors, successors, employee benefit plans, trustees, members, partners, affiliates, joint venture partners, divisions, directors, officers, insurers, employees, agents, and representatives, whether present or former (hereinafter collectively, "Releasees") from and against any and all claims, liabilities, demands and causes of action, known or unknown, arising in law or equity, which Employee or any of Employee's heirs, executors or administrators ever had, now has, or may have against Releasees from the beginning of time until the date of Employee's execution of this Agreement including, but not limited to, all claims that arise out of or relate to Employee's employment with Trevena or to the termination of that employment including, but not limited to: all claims arising under the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Employee Retirement Income Security Act of 1974, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, the Pennsylvania Human Relations Act, the Pennsylvania Equal Pay Law, the Pennsylvania Minimum Wage Act, the Pennsylvania Whistleblower Law, and all other federal, state, and local statutes and regulations (the identification of specific statutes is for purposes of example only, and the omission of any specific statute or law shall not limit the scope of this general release in any manner); all wrongful discharge claims; all tort claims (including negligence and gross negligence); all claims for breach of contract; all common law claims; and all claims for attorneys' fees and costs. Notwithstanding the foregoing, nothing in this Agreement shall be construed as a release or waiver of (i) Employee's rights to enforce the terms of this Agreement, to defense or indemnification based upon Employee's past conduct within the course and scope of his or her duties for the Company that he or she may have whether based on Company bylaws, state law, insurance policy, or the Indemnity Agreement between Company and Employee, or to apply for unemployment benefits, or (ii) any other claims that, as a matter of law, whether by statute or otherwise, may not be released or waived.

4. No Personal Relief. Employee agrees that Employee has not caused or permitted any charge, claim, complaint, or lawsuit to be filed against Trevena as of the Termination Date (other than those charges, claims, complaints or lawsuits protected under the whistleblower provisions of federal law or regulation). The parties agree that nothing in this Agreement prohibits Employee from filing a claim, charge or complaint with the EEOC, SEC, NLRB, or any state or local government agency responsible for enforcing anti-discrimination, retaliation, or whistleblower laws (collectively, "Administrative Agencies") or from participating in any investigation conducted by Administrative Agencies. Employee, however, acknowledges and agrees that Employee is not entitled to and shall not accept any relief, monetary or otherwise, from any charge, claim, complaint, or lawsuit brought by Employee or on Employee's behalf before any Administrative Agency or court, except that this Agreement does not limit Employee's right to receive an award for information provided to an Administrative Agency from a government-administered whistleblower award program (including an award from the SEC pursuant to Section 21F of the Securities Exchange Act of 1934 and the regulations thereunder).

5. **No Admission of Liability.** Employee understands and agrees that this Agreement shall not be construed as an admission by Trevena of any wrongdoing involving Employee's employment or separation from employment.
6. **Cessation of Severance Benefits.** Employee acknowledges and understands that if he/she breaches any provisions of this Agreement, he/she will cease to be eligible for any severance payments and benefits under this Agreement, and the Company may, in its sole discretion, require Employee to reimburse the Company for any portion of the Severance Benefits described under Paragraph 2 that Employee previously received.
7. **Future Payments and Benefits.** Employee acknowledges and agrees that Employee has received all compensation and benefits due and owing by Trevena to Employee as of the Termination Date. Employee acknowledges and agrees further that, other than the Severance Benefits referenced in Paragraph 2, all base salary that Employee has earned through the Termination Date as referenced in Paragraph 1, and any vested benefit to which Employee may be entitled subject to the terms of the Company's employee benefit plans, Trevena has no obligation to provide Employee with any wages, bonus, severance, or any other future payment or benefit, including, but not limited to, any payment, bonus, or benefit, including any severance payment or benefit, after the Termination Date.
8. **Employment Termination Acknowledgement.** Employee confirms that Employee's employment with Trevena has terminated, and that Trevena has settled all obligations to Employee (except with respect to Trevena's obligations under this Agreement). Employee agrees to waive any claim to future employment with Trevena.
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10. Cooperation. Employee agrees that, to the extent permitted by law, he or she shall cooperate fully with the Company in the investigation, defense or prosecution of any claims or actions which already have been brought, are currently pending, or which may be brought in the future against the Company by a third party or by or on behalf of the Company against any third party, whether before a state or federal court, any state or federal government agency, or a mediator or arbitrator. Employee's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with the Company's counsel, at reasonable times and locations designated by the Company, to investigate or prepare the Company's claims or defenses, to prepare for trial or discovery or an administrative hearing, mediation, arbitration or other proceeding and to act as a witness when requested by the Company. The Company agrees, within thirty (30) business days following receipt of original supporting documentation in accordance with the Company's business expense reimbursement policy, to reimburse Employee for all reasonable travel and lodging expenses incurred in such cooperation. Employee further agrees that, to the extent permitted by law, he or she will notify the Company promptly in the event that Employee is served with a subpoena (other than a subpoena issued by a government agency), or in the event that Employee is asked to provide a third party (other than a government agency) with information concerning any actual or potential complaint or claim against the Company. Employee will testify truthfully in all such matters or proceedings. Nothing in this Agreement is intended to be or may be construed in any way as being dependent upon or contingent on the content of Employee's testimony. Employee also shall cooperate with signing any and all documents provided by Trevena or its representatives that are needed to assign rights to any and all intellectual property, invention, discovery or other rights developed or arising as part of Employee's employment with Trevena.

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13. Return of Company Property. Employee agrees and covenants that Employee has returned to Trevena all property belonging to the Company in Employee's possession or control including, but not limited to, all confidential and proprietary business information, papers, documents, letters, invoices, notes, memoranda, keys, key fobs, building access cards, corporate credit cards, phone cards, computers (including laptops and tablets), disks, electronic files, cellular phones, and office equipment (collectively, "Company Property"). Employee further agrees and covenants that Employee has not retained any copies, electronic or otherwise, of Company Property and has deleted all Company Property from all computers, disks, cellular phones, and other devices in Employee's possession or control that do not constitute Company Property.

14. Equity Compensation. Any stock options held by Employee on the Termination Date will be governed by the terms of the Trevena, Inc. 2023 Equity Incentive Plan (the "2023 Plan"), the 2013 Equity Incentive Plan, as amended (the "2013 Plan"), the Trevena, Inc. 2008 Equity Incentive Plan, as amended (the "2008 Plan"), the Trevena, Inc. Inducement Plan (the "Inducement Plan"), and/or the respective grant letter for such Stock Options. The Parties agree that, effective as of the Termination Date, the termination of Employee's employment with the Company shall be deemed to be a "Termination of Continuous Service" under each of the 2023 Plan, the 2013 Plan, the 2008 Plan, and the Inducement Plan. Any outstanding shares will vest per the terms of the Employment Agreement and outlined in Section 2d of this agreement.

15. Continuing Obligations. Employee agrees and understands that Employee's obligations under the Employee Proprietary Information, Invention and Non-Solicitation Agreement (the "PIIA") between the Employee and the Company continue beyond the termination of Employee's employment and remain in full force and effect to the maximum extent permitted by applicable law. That agreement is incorporated as if fully set forth herein. Employee agrees and covenants to comply with such ongoing obligations and reaffirms that the agreement is valid and enforceable to the maximum extent permitted by applicable law.

16. Severability. Employee agrees and acknowledges that the invalidity or unenforceability of any particular provision of this Agreement or the PIAA shall not affect the validity or enforceability of any other provision herein, and that the subject provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.

17. Entire Agreement; Integration; No Modification. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and, except for Employee's continuing obligations referenced in Paragraph 15, this Agreement supersedes and voids all previous agreements and understandings between Employee and Trevena with respect to the subject matter hereof, if any, whether written or oral. This Agreement may not be modified or amended except in a writing executed by both parties that is specifically identified as a modification or amendment to this Agreement.

18. Successors and Assigns. The rights and obligations of Trevena under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Trevena. Employee shall not be entitled to assign any of Employee's rights or obligations under this Agreement.

19. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to principles of conflict of laws, except that the duty to arbitrate below shall be governed by and construed in accordance with the Federal Arbitration Act. Any dispute or controversy arising under or in connection with this Agreement shall be resolved exclusively by binding arbitration in the Commonwealth of Pennsylvania in accordance with the Employment Arbitration & Mediation Procedures of the American Arbitration Association before one arbitrator, who shall be selected in accordance with the procedures of the American Arbitration Association. The award of the arbitrator shall be final and binding and judgment upon the award may be entered in any court of competent jurisdiction as set forth above. All fees and expenses of the arbitrator and all other expenses of the arbitration, except for attorneys' fees and witness expenses, shall be shared equally by the parties. Each party shall bear its own witness expenses and attorneys' fees, except as otherwise provided by law. Notwithstanding the duty to arbitrate set forth above, Trevena does not waive and hereby reserves its right to seek temporary, preliminary, and/or permanent injunctive relief for violations of Paragraphs 12, 13, and 15 of this Agreement, and such action shall exclusively be initiated in any federal or state court in the Commonwealth of Pennsylvania having jurisdiction over the subject matter, and Employee hereby consents to the personal jurisdiction of these courts. **TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY WAIVE THE RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF.**

20. Counterparts and Electronic Delivery. This Agreement may be executed in counterparts, each of which will be deemed an original. A facsimile, telecopy or other reproduction hereof may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery will be considered valid, binding and effective for all purposes.

21. Employee Acknowledgements. Employee understands and agrees that:

- a. Employee has been advised in writing by Trevena through this Agreement to discuss this Agreement with an attorney of Employee's own choice before executing it;
 - b. Employee has carefully read and understands all of the terms of this Agreement, including the general release set forth in Paragraph 3;
-

- c. In executing this Agreement, Employee has not relied on any oral or written representation or statement other than the express language in this Agreement;
- d. Employee has signed this Agreement knowingly and voluntarily and without coercion or duress;
- e. Employee may revoke this Agreement at any time during the seven (7) day period immediately following the date Employee signs this Agreement (“Revocation Period”) by delivering or arranging to have delivered a written notice of revocation signed by Employee to Robert Yoder, Senior Vice President and Chief Business Officer, Trevena, Inc., 955 Chesterbrook Boulevard, Suite 110, Chesterbrook, Pennsylvania 19087, no later than 5:00 p.m. Eastern Time on the seventh (7th) day following the day Employee signs this Agreement. If the last day of the Revocation Period falls on a weekend or holiday, the last day of the Revocation Period will be deemed to be the next business day. If delivered by mail, the revocation must be post-marked within the Revocation Period. This Agreement shall not become effective and enforceable until the expiration of the Revocation Period. If Employee validly revokes this Agreement within the Revocation Period, this Agreement shall be rendered null and void, and Employee shall not be entitled to any of the Severance Benefits referenced in Paragraph 2.
- f. Trevena has provided Employee up to twenty-one (21) days to review this Agreement, and changes made to this Agreement, whether material or nonmaterial, do not restart the twenty-one (21) day period. To qualify for the Severance Benefits, Employee must sign and return the Agreement to Robert Yoder, Chief Business Officer, Trevena, Inc., 955 Chesterbrook Boulevard, Suite 110, Chesterbrook, PA 19087 within twenty-one (21) days after receiving the Agreement. To the extent Employee takes less than 21 days to consider this Agreement prior to signing it, Employee gives Trevena assurances that Employee’s decision to accept such shortening of time is knowing and voluntary and is not induced by Trevena through fraud, misrepresentation, or a threat to withdraw or alter the offer prior to the expiration of said time period, or by providing different terms to employees who sign such an agreement prior to the expiration of said time period.

[Signatures appear on subsequent page]

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement as of the dates below.

TREVENA, INC.

EMPLOYEE

By: /s/ Robert Yoder
Name: Robert Yoder
Title: SVP & Chief Business Officer

/s/ Mark Demitrack
Employee Name

Dated: 10/5/2024

Dated: 10/5/2024

CONSULTING AGREEMENT

EFFECTIVE DATE: October 5, 2024

THIS CONSULTING AGREEMENT (the "*Agreement*") is made by and between TREVENA, INC. a Delaware corporation ("*Client*"), and Barry Shin (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.

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.

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.

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.

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 delegates.

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 October 4, 2024, 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]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

“CLIENT”

TREVENA, INC.

By: /s/ Robert Yoder

Printed Name: Robert Yoder

Title: Senior Vice President, Chief Business Officer

Address:

**955 Chesterbrook Boulevard, Suite 110
Chesterbrook, PA 19087**

“CONSULTANT”

Barry Shin

By: /s/ Barry Shin

Printed Name: Barry Shin

Address:

262 woodland Street
Tenafly, NJ 07670

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 $\frac{1}{2}$ Consultant's hourly fee).
2. Reasonable and necessary travel fees and arrangements in accordance with Trevena's 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 accountspayable@Trevena.com.

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-02

Effective Date
December 15, 2020

Revision Number
2.0

Location
US

DEPARTMENT: Finance

SUBJECT: Guidance on Travel and Expenses for Service Providers

Travel and Expense Guidelines for Consultants, Contractors, Vendors, etc. (“Service Providers”)

Reasonable out-of-pocket applicable expenses incurred in accordance with Trevena’s Travel and Expense Policy will be reimbursed at cost to Service Providers provided that such expenses are deemed appropriate business expenses and the expenses are properly reported and accompanied by appropriate supporting documentation. Out-of-pocket expenses are those incremental expenses the Service Providers incur in the delivery of the services provided. For example, ongoing home office expenses, would not be considered out-of-pocket and are not reimbursable.

Any Service Provider requesting reimbursement for any such reimbursable expense is required to complete a standard expense reimbursement form and submit the completed form, along with all supporting documentation, to the Company’s designated supervisor. Appropriate supporting documentation includes the original receipt, invoice, or other similar evidence of payment. Credit card statements are not generally considered acceptable supporting documentation and should only be used in the absence of a receipt on an exception basis.

All Service Providers are expected to use good business judgement when incurring reimbursable expenses. Expenses incurred shall conform to Trevena’s standard expense guidelines below:

- 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. International flights must also gain prior approval from the company designee. Trevena will not pay for any first-class travel or for travel or expenses for individuals other than the Service Provider (such as spouses, partners, or family members). No hourly labor rate shall apply during travel times unless Consultant’s written agreement with Trevena specifically allows such compensation. Service Providers shall schedule airline travel fourteen (14) days in advance, unless otherwise agreed to in writing by Trevena. The cost of reasonable ground transportation, parking, etc. for business travel shall be charged at actual cost incurred, including any reasonable gratuities.
- b) **Ground Transportation** – in the event Service Providers 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 and/or parking costs incurred. If the Parties agree to the use of a rental car, actual costs plus fuel and tolls will be reimbursed. Single travelers renting a car must rent “intermediate-size” automobile or smaller. When traveling in a group, renting a vehicle appropriate to the group size is reimbursable. Rail transportation may be a more convenient means of travel than airline or automobile. Fares are reimbursed at coach class rail rates unless previously approved by Trevena’s senior management or their designee.
- c) **Taxi/Car Services** – Taxi or car services, such as Uber or Lyft used in connection with travel for Services will be reimbursed in full. “Black Car” or “limousine” services (including such services as Uber Black and Lyft Lux) are not reimbursable unless approved in advance by the Company’s CEO or her/his designees.
- d) **Lodging** – standard, single room rates shall be charges using reasonably priced facilities.
- e) **Meals** – Reasonable costs of business meals in connection with the provision of Services will be reimbursed in full. In all cases, the people who attended the meal and the business purpose should be written on the receipt. The cost of meals for a service provider not traveling for Services are generally not reimbursable.

Page 1 of 3 This material is the property of Trevena 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 Trevena 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-02

Effective Date
December 15, 2020

Revision Number
2.0

Location
US

DEPARTMENT: Finance

SUBJECT: Guidance on Travel and Expenses for Service Providers

Reimbursement will be on the basis of actual costs including taxes and reasonable tips (15-20%). To comply with tax regulations, the following information must be included on the expense report for all business meals:

- Name, title, and company of all attendees
- Name and location of establishment where event took place
- Amount and date of expense
- Specific business topic(s)
- Detailed credit card slip outlining charges must be attached

Guidelines for total or per-meal expenses are as follows:

- Breakfast: **\$15.00** dollars
- Lunch: **\$20.00** dollars
- Dinner: **\$50.00** dollars; or
- Total per Day: **\$85.00** dollars

- f) **Incidentals** – incidentals such as personal items, in-room movies and other forms of entertainment are not reimbursable by Trevena, 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.

Expense Reporting and Documentation Requirements

Original receipts are required for all expenses over \$25.00 USD, or equivalent, and must indicate vendor name, location, date of expense, description of item(s) or service(s), and proof of payment (i.e. check, credit card imprint, paid cash receipt). The original receipt completed by the vendor must be attached to the expense report when submitted. Receipts must be made out to the employee, not the Company. If a receipt is not available, a copy of the credit card statement and a full explanation of the expense and reason for the missing original receipt are required. Photocopies of receipts will be accepted only with a detailed explanation as to why the original is unavailable.

The IRS code requires reimbursable expenditures to be supported by adequate records which clearly establish that they were (i) ordinary and necessary, (ii) reasonable in amount and (iii) incurred for a valid business purpose. As such, please provide the following information on your expense report:

- a) the identity of the vendor or supplier must be indicated;
- b) the business purpose for the expenditure must be stated; and,
- c) the identity and business relationship of others participating in the event (e.g., entertainment, business meal, etc.) covered by the expenditure must be stated

Original itemized receipts (e.g., itemized hotel bills, airline passenger receipt coupons, automobile rental invoices, taxi fares, parking receipts, telephone bills) must be submitted in an organized manner maintaining a chronological order. No receipts are required for mileage allowances.

Page 2 of 3 This material is the property of Trevena 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 Trevena SharePoint Site, then you may not have the latest version and the information and integrity cannot be guaranteed.



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SUBJECT: Guidance on Travel and Expenses for Service Providers

In the rare event that neither a receipt nor proof of payment is available (accidentally destroyed, lost, etc.) the specific reimbursement must be approved by the Service Provider's direct supervisor.

Incomplete or incorrect expense reports will be returned to the submitter for corrective action and may result in delay or non-reimbursement. Disregard for Company policy or altering of receipts may result in breach of contract.

When required, the following table sets forth an acceptable receipt for the indicated expense, provided that the receipt clearly displays the amount and date of the expense.

Expense Type	Acceptable Receipt
Air transportation	Travel itinerary
Rail transportation	Boarding pass with total amount and date or Credit Card statement
Rental car	Rental bill/receipt; or E-receipt
Parking	Garage receipt or monthly bill
Taxi/limo/ridesharing/car services	Taxi receipt, or invoice marked as paid
Tolls	Monthly Statement with reimbursable items highlighted
Hotel	Detailed (itemized) hotel bill/folio; or itemized E-receipt. In addition, any hotel meal over \$25.00 requires a receipt. Any hotel meal over \$75.00 per attendee requires an itemized receipt.
Meals	Restaurant receipt for any meal over \$25.00. Restaurant receipt and itemized bill inclusive of all charges and tips for any meal over \$75.00 per attendee.
Business entertainment	Receipt (varies depending on type)

All expense reports must be submitted to Company within thirty (30) days of incurring the expense or after returning from a business trip. All travelers are responsible for promptly submitting expense reports and complying with this policy.

If you have any questions about the specifics of what is reimbursable, please contact Trevena for a full copy of the Travel and Expense Policy.

Page 3 of 3 This material is the property of Trevena 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 Trevena SharePoint Site, then you may not have the latest version and the information and integrity cannot be guaranteed.

CONSULTING AGREEMENT

EFFECTIVE DATE: October 5, 2024

THIS CONSULTING AGREEMENT (the "*Agreement*") is made by and between TREVENA, TNC, a Delaware corporation ("*Client*"), and Mark Demitrack, 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.

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.

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.

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.

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 delegates.

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]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

“CLIENT”

TREVENA, INC.

By: /s/ Robert Yoder

Printed Name: Robert Yoder

Title: Senior Vice President, Chief Business Officer

Address:

**955 Chesterbrook Boulevard, Suite 110
Chesterbrook, PA 19087**

“CONSULTANT”

Mark Demitrack

By: /s/ Mark Demitrack

Printed Name: Mark Demitrack

Address:
608 Dean Street
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 Trevena's 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 accountspayable@Trevena.com.

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 Trevena. All travel must be consistent with the needs of the business and in compliance with applicable laws and regulations. Consultants, acting on behalf of Trevena, 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 Trevena.

Trevena 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 Trevena’s 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. Trevena 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 Trevena specifically allows such compensation. Consultant shall schedule airline travel fourteen (14) days in advance, unless otherwise agreed to in writing by Trevena. 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 Trevena.
- e) **Incidentals** – incidentals such as personal items, in-room movies and other forms of entertainment are not reimbursable by Trevena, 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 Trevena’s Travel Management Company and/or preferred vendors.

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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 Trevena sponsored event is prohibited and is not reimbursable. In the event Consultant decides to use his/her own aircraft against Trevena's advice, Consultant does so at his/her own risk. By signing an Agreement with Trevena, Consultant thereby, freely and voluntarily, on behalf of him/herself and his/her estate, release Trevena, 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 Trevena for a full copy of the Travel and Expense Policy.

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