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**From:** Williams, Marsha [marsha.williams@walgreens.com]  
**Sent:** 10/11/2017 3:59:47 PM  
**To:** RetailTradeStrategy [RetailTradeStrategy@walgreens.com]  
**CC:** Opila, Paula [paula.opila@walgreens.com]  
**Subject:** Fully Executed\_Purdue\_PNE  
**Attachments:** Purdue-Walgreens\_MSA-Ex1(HysinglaPNE)\_FE.pdf

FYI,

The attached SOW has been fully executed.

If you have any questions let me know.

**Marsha Williams**  
**Biopharmaceutical Development**

**Walgreen Co.** | 1417 Lake Cook Road, MS L259, Deerfield, IL 60015  
Telephone 847 964 6217 | Mobile 224 245 4806

**Member of Walgreens Boots Alliance**

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CONFIDENTIAL

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**Statement of Work #1  
to  
Master Services Agreement**

This Statement of Work #1 to Master Services Agreement ("SOW") effective as of September 15, 2017 is hereby incorporated into the Master Services Agreement, dated as of July 15, 2017 (the "Agreement"), by and between **Purdue Pharma, L.P.** ("Client") and **Walgreen Co.** ("Walgreens").

**1. SERVICES:**

Any capitalized terms used, but not defined herein, shall have the meanings given to such terms in the Agreement. Walgreens will create Communications for the following pharmaceutical products:

**Manufacturer:** Client

**Product Brand Name:** Hysingla™ ("Products")

**Generic Name:** hydrocodone bitartrate

**Communication:** To inform Walgreens retail pharmacists of the Products' clinical attributes (the "Communications")

Based on the information provided by Client, Walgreens will develop the Communications for the Products, and will facilitate and coordinate the mailing of the Communications ("Services").

**2. TOTAL FEE:**

The total fee payable by Client to Walgreens to develop and publish the Communications (including development and maintenance of the Communications) shall be \$27,601. This total fee is not dependent on any volume of the Product prescriptions dispensed. The parties agree that the total fee is within the range of fair market value in an arms-length transaction for the services being provided. The parties acknowledge that the service fee received by Walgreens from Client is intended solely for payment in consideration for the Communication services described herein and does not exceed that which is reasonably necessary to accomplish the parties' commercially reasonable business purpose pursuant to this SOW. These fees do not reflect a direct or indirect discount, rebate, or other price reduction on the purchase price of any product or goods manufactured or sold by Client or its affiliates to Walgreens, if any, and will not be used in such a manner either directly or indirectly

**3. TIME LINE FOR DEVELOPMENT/IMPLEMENTATION:**

Walgreens shall finalize the Communications (including making any revisions requested by Client that Walgreens deems appropriate) and Client shall approve the Communications. Upon completion of such activities the approved Communications, Client shall print and ship approximately 8,100 copies of the Communications to Walgreens' vendor, as directed by Walgreens, no later than October 30, 2017. The Communications shall be mailed by Walgreens or Walgreens' vendor upon execution of this SOW and within five (5) business days' of Walgreens or Walgreens' vendor's receipt of the Communications or earlier if possible.

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Client acknowledges and agrees that in no event shall Services under this SOW be construed or interpreted as requiring the Communications to be or distributed in a manner other than as set forth in this SOW.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives.

WALGREEN CO.

By: [Signature]  
Printed Name: Frank DeStefano  
Title: VP, Biopharma - Rx Supply  
Date: 9/24/17



PURDUE PHARMA, L.P.

By: [Signature]  
Printed Name: David Rosen  
Title: Head of Data & Analytics  
Date: 9/26/17

Walgreens SOW #1 CW2356204