

Marketing Contract Review/Signoff

VENDOR NAME: Bob Twillman, Ph.D

PROJECT NAME: Pain Matters

PROJECT LEAD: Matt Day DOLLAR AMOUNT: N/A

☐ VANTRELA ER ☐ NUVIGIL ☐ FENTORA ☐ AMRIX ☐ OTHER

CONTRACT TYPE:

- | | |
|---|---|
| <input type="checkbox"/> Master Service Agreement (MSA) | <input type="checkbox"/> Statement of Work (SOW) |
| <input type="checkbox"/> Advisory Board Agreement | <input type="checkbox"/> Confidentiality Disclosure Agreement (CDA) |
| <input type="checkbox"/> Services Agreement | <input checked="" type="checkbox"/> Consulting Agreement |
| <input type="checkbox"/> Advocate Contract | <input type="checkbox"/> Other Agreement |
| <input type="checkbox"/> Amendment to Contract (attach copy of original contract) | |

SCOPE OF PROJECT and/or Change from Previous Agreement: _____

Spokesperson for Pain Matters

Prior to the following approvals, ALL contracts/agreements are to have the Legal stamp and Supply Management stamp (≥ \$100,000 when applicable)

Comments: <u>[Signature]</u> Project Lead (Name/Title): <u>Associate Director</u>	Date: <u>7/2/2015</u>
Comments: <u>[Signature]</u> Second Level Approval (Name/Title): <u>[Signature]</u>	Date: <u>7/6/15</u>
Comments: <u>[Signature]</u> Third Level Approval (Name/Title): <u>[Signature]</u>	Date: <u>7/6/15</u>
Comments: _____ Fourth Level Approval (Name/Title): (IF APPLICABLE):	Date: _____
Comments: _____ Fifth Level Approval (Name/Title): (IF APPLICABLE):	Date: _____

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Attorneys' Eyes Only

PLAINTIFFS TRIAL
EXHIBIT
P-25242_00001

TEVA_OK_05076707

Confidential

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P-25242_00001



June 18, 2015

Bob Twillman, PhD
American Academy of
Pain Management
13124 W 83rd Terrace
Lenexa, KS 66215

Dear Bob:

On behalf of Cephalon, Inc. d/b/a Teva Pharmaceuticals ("Teva" or "Teva Pharmaceuticals"), I am pleased to confirm that you will be acting as our Spokesperson. As a Spokesperson, you will be asked to speak about your experience with chronic pain and the "Pain Matters" program at a live, Teva-sponsored event ("Spokesperson activities"). Details about what is being asked of you are discussed below.

Overview of Participation

- Prior to performing any Spokesperson activities (e.g., prior to giving any interviews and/or presentations), you agree to attend a meeting via telephone with Teva and its public relations (PR) agency to review the Guidelines accompanying this Agreement and to discuss, in general, interactions with the public including the media.
- You agree to participate in one or more of the following activities upon the request of Teva:
 - Provide quote for use in press release announcing the Pain Matters website and key survey findings. Participation will require up to one hour of preparation.
 - Media interviews via telephone with national and trade reporters. Participation will require up to 1 hours of preparation and 3.5 hours for interviews.
 - Provide an article for "Pain Perspectives" to be published on PainMatters.com. Will require up to one hour of participation.
- Any additional services requested by Teva must be mutually agreed to by you and Teva in writing.
- You understand that by sharing your story, information about you including your name, health condition and/or your treatment could be made public. There is the possibility that your employer or health insurance provider could learn of your medical condition and symptoms. Please consider the potential impact disclosure of your condition and treatment could have on your privacy.

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- Your participation is voluntary. You may stop participating at any time. Your decision will not affect the care you receive from your healthcare professional. Please note, however, that any information you share prior to informing us of your desire to stop acting as a Spokesperson for Teva, may remain in the public domain indefinitely.

Compensation

- Teva may reimburse you for reasonable out-of-pocket travel expenses (e.g. flights, bus fares, parking fees, hotel rooms, meals, etc.) that you incur for travel that was requested by Teva, as long as the expenses are incurred in accordance with Teva's reimbursement policies.
- Nothing herein shall be construed to require you to purchase, order, recommend, or arrange for the purchase, order, or recommendation of any products manufactured and/or marketed by Teva. You acknowledge and agree that you will continue to make all decisions regarding treatment, prescribing, administration, or dispensing (including prescribing, administering or dispensing Teva products) solely in accordance with your independent judgment (including medical and clinical judgment, if applicable), and that such decisions shall not be affected by this Agreement or the relationship created hereby.

Standards

- You agree that all Spokesperson activities shall be provided in accordance with the standards set forth below and in the Guidelines accompanying this letter. Teva may modify any of these requirements by written notice to you.
 - During the event, you must disclose that you are working with Teva as a spokesperson.
 - You may only discuss the disease state topics listed on the Guidelines.
 - You may not discuss or mention any specific products, including Teva products, or discuss any specific treatment options proactively or in response to questions.
 - You must present information in an accurate and fair and balanced manner. This means that the information you present should be consistent with and provide a complete picture (including both the positive and negative aspects) of your experience. You must also disclose the basis for the information provided (e.g. personal experience).
 - Nothing should be handed out by you during the event, except for material approved by Teva for such specific purpose.

Term and Termination

- The term of this Agreement shall begin on the date of last signature and shall continue for a period of one (1) month. If you want to stop acting as a Spokesperson for Teva before then, please send written notification to Teva.
- Teva may extend or terminate this Agreement for any reason by notifying you in writing.

Consent and Release

- You agree to be interviewed, photographed, audiotaped, videotaped, and have your personal likeness recorded through other visual means by Teva or our agents in connection with the Spokesperson activities (collectively defined as "Spokesperson materials"). You authorize Teva to transcribe any recording into print.
 - You agree to allow Teva to use, incorporate, broadcast, publish, re-publish, distribute, release, re-use, alter and/or edit your statements, quotes, name, likeness and portrayal in whole or in part, in any and all of the Spokesperson materials.
 - You agree to allow Teva to copyright the Spokesperson materials in Teva's name (the Spokesperson materials shall be considered a "work made for hire").
- You understand that all rights to any information you provide to us shall be Teva's property and that Teva has no obligation to use the material. You may not be given the chance to review/approve your image, or any finished materials that includes your information obtained as part of the Spokesperson activities.
- You acknowledge that you do not need to obtain permission from anyone before providing quotes to or speaking on behalf of Teva.
- You understand that third parties may use the Spokesperson materials without Teva's knowledge or consent. It is possible that third parties will distribute, re-publish, alter, edit or repurpose the Spokesperson materials including publishing the material on the Internet.
- You release Teva, its officers, agents and employees from any liability connected with the Spokesperson materials.

Adverse Event Reporting

- In accordance with Teva policies and procedures, you agree that if, in connection with the Spokesperson activities, you receive information relating to adverse events (AE), product complaints (PC), and/or other Teva product-related safety information (e.g. special safety topics as communicated to Spokesperson through separate correspondence), you will promptly notify Teva by email (drug.safety@tevapharm.com) within one business day. If you receive AE/PC information on a non-business day or after regular business hours of a business day, then you must transmit the information by the end of the next business day. However, if more than 3 non-business days occur in a row, it is your responsibility to transmit the information by the end of day three. Notwithstanding the foregoing, the time period, criteria and method for reporting AE/PC information, including any special safety topics, may be modified by Teva in separate correspondence. If Teva determines that you require training to enable you to comply with the requirements of this paragraph, then Teva will provide training to you. You agree to follow the direction given in such training.

Notices

- All notices, demands, requests or other communications hereunder shall be made in writing and shall be personally delivered, sent by registered or certified mail, or sent by facsimile or electronic mail, addressed as follows:

If to Spokesperson: Bob Twillman, PhD
American Academy of
Pain Management
13124 W 83rd Terrace
Lenexa, KS 66215

If to Teva: Teva Pharmaceuticals
41 Moores Road
Frazer, PA 19355

With a copy to: Teva Pharmaceuticals
11100 Nall Avenue
Overland Park, KS 66211
Attention: General Counsel

- Any such notice shall be deemed to be given and received on the day in which it was delivered or transmitted or, if mailed, on the date on which it was received. Either party may change its address for service from time to time by giving notice thereof to the other party in accordance with this Section.

Use of Teva's Name

- You agree not to use the name of Teva and/or the Teva logo, or any Teva information that you obtain or receive while acting as a Spokesperson for Teva without the prior written permission of Teva.

Governing Law

- This Agreement shall be governed by and interpreted in accordance with laws of the State of Delaware, without giving effect to any conflict of laws provisions.

Independent Contractor

- You are an independent contractor under this Agreement. Neither you nor Teva shall have the power to bind the other party to any agreement, contract, obligation or liability.

No Restrictions by Employer

- You warrant and represent that, to the best of your knowledge, the institution or employer with which you are associated has not placed any restriction upon your activities which would affect your performance under this Agreement. You further warrant and represent that, to the best of your knowledge, if you are a state or federal governmental employee, then all necessary approvals have been obtained in order for you to perform the Spokesperson activities under this Agreement.

Confidentiality

- You agree to maintain in confidence, beyond the termination of this Agreement, and to not disclose to any third party the terms of this Agreement. You also agree not to provide copies of any materials provided to you by Teva to any third party, including any other pharmaceutical company.

Entire Agreement

- This letter describes all your Spokesperson activities and supersedes any prior agreements you may have with Teva regarding this activity.

Teva is pleased to have the opportunity to work with you.

Sincerely,

Matthew Day
Teva Pharmaceuticals

By signing below, you acknowledge your understanding and concurrence with all of the provisions detailed in this Agreement regarding your participation as a Spokesperson in support of Teva-sponsored events.

SPOKESPERSON

CEPHALON, INC. D/B/A TEVA
PHARMACEUTICALS

Robert J. O'Dell, PhD
Bob Twillman, PhD

[Signature]

Date: 6/23/15

Date: 7/1/2015

[Signature]
7/6/15



By [Signature]
Name: John Hassler, VP, GM, CNS Marketing
Date: 7/6/15

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Attorneys' Eyes Only

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Guidelines

You agree to follow the guidance below regarding what information is appropriate to discuss during the interview(s) or presentation(s). The purpose of this information is not to script you, but to provide guidance on what is appropriate for discussion.

- In every activity, you must disclose your relationship to the company
 - For example: "I am working with Teva Pharmaceuticals to raise awareness of the Pain Matters program.
- Use Teva approved talking points
- Describe the disease/disorder in an accurate, fair and balanced, and objective manner, and disclose the basis for the information provided (e.g. personal experience).

GENERAL MESSAGES

Key Messages:

- Pain affects more Americans than diabetes, heart disease and cancer combined. While prescription pain medications are an important component of pain management, the reality is these products are prone to abuse and misuse.
- A new survey conducted on behalf of Teva Pharmaceuticals in collaboration with the U.S. Pain Foundation and the American Academy of Pain Management found that healthcare professionals and people affected by pain recognize their personal responsibility in helping address prescription drug abuse, but acknowledge conversations about the issue can be uncomfortable. Nearly everyone surveyed agreed information and resources are critical.
- PainMatters.com is a new resource designed to help healthcare professionals and people affected by pain navigate the complex pain care landscape.

NO MENTION OF PRODUCTS

- You shall only discuss the disease as set forth below.
 - Chronic pain
- You shall not discuss or mention any specific products, including Teva products, or discuss any specific treatment options proactively or in response to questions.
- You must present information in an accurate and fair and balanced manner. This means that the information you present should be consistent with and provide a complete picture (including both the positive and negative aspects) of your experience. You must also disclose the basis for the information provided (e.g. personal experience).
- Nothing should be handed out by you during the event, except for material approved by Teva for such specific purpose.
- Guidance on Handling/Responding to One-on-One Questions:
 - If asked a question about treatments for the disease/disorder or its symptoms, explain that treatments will vary by individual patient, and each patient should

consult with his or her doctor about the disease and an appropriate course of treatment

- You may not provide any substantive answers to questions about Teva products or treatment options
- Example: What you can say when asked, "Is [PRODUCT] used to treat this disease?" (approved or unapproved):
"I am not here to talk about any specific products. Patients should talk to their healthcare provider about treatments for the disease. What I'm here to talk about is" [bridge back to talking points]